

Board of Public Works Meeting

June 21, 2022



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

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

AGENDA
BOARD OF PUBLIC WORKS
June 21, 2022

A Regular Meeting of the Board of Public Work will be held Tuesday, June 21, 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/83103158526?pwd=TXF0cFRFRM1Zwb0tuN0N0TEFZdWpyZz09>

Meeting ID: 831 0315 8526 Passcode: 380091

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

1. Abatement at 2225 S. High Street
2. Abatement at 4416 E. Clayton Court

IV. CONSENT AGENDA

1. Approval of Minutes June 07 , 2022
2. Resolution 2022-38; Renew Mobile Vendor in Public Right-of-Way; Wever's Smoke Eaters
3. Buskirk-Chumley Partnership Agreement
4. Bonding Agreement with Monroe County Highway Department
5. 2023 Service Agreement with Precision Concrete, Inc.
6. Resolution 2022-43; Bloomington Housing Authority Family Night Out
7. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2022-39; Uphold Order to Remove Structure at 2607 N. Walnut Street
2. Encroachment Resolution 2022-34 for a Retaining Wall at IUEMS on W 1st Street
3. Encroachment Resolution 2022-40 for Flood Mitigation Walls, Accessible Ramp, Deck, Deck Access Stair, and Walk at 403 E. 4th Street
4. Contract with Renascent, Inc. for the Hopewell Phase I East Demolition Project
5. Design Contract Modification #4 for the B-Line Extension Project
6. Award Contract to E&B Paving, Inc., for the Smith Road Resurfacing Project
7. Award Contract to Groomer Construction for the Dunn Street Sidewalk Improvements Project
8. Memorandum of Understanding between Indiana University and City of Bloomington Regarding the N. Eagleson Bridge Replacement Project
9. Request from Indiana University for Road Closure on N. Fee Lane between 11th and 13th Streets (June 29, 2022- August 13, 2022)

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: June 21, 2022

Re: Request to Abate property at 2225 S. High St., Bloomington, IN

Attachments:

1. NOV Issued May 19, May 31, and June 9, 2022.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

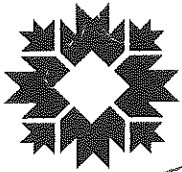
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 19, May 31, and June 9, 2022, a City of Bloomington Neighborhood Compliance Officer inspected the property located at 2225 S. High Street, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to William W. Adam (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



Notice of Violation

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

Date 5-19-22 Time 12:20P Address/location 2225 S. High 47401

Issued by: 230

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

Ticket# _____

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☒ Warning (No fine due at this time)

Ticket# 51095

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

Comments: Received complaint about this property.
Cut the overgrowth.

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

Owner Name

William W. Adam

Address

2225 S. High

City

Bton

State

W

Zip Code

47401

Agent Name

Address

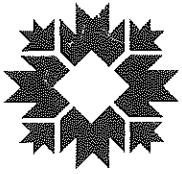
City

State

Zip Code

BPW: _____

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



Notice of Violation

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

Date 5.31.22 Time 2:37P Address/location 2225 S. High St.
47401
Issued by: 230

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☒ Fine Due: ☒\$50 ☐\$100 ☐\$150 ☐ Warning (No fine due at this time) Ticket# 51211

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

Comments: Cut the overgrowth.

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

Owner Name

William W. Adam

Address

2225 S. High St.

City

Bton

State

IN

Zip Code

47401

Agent Name

Address

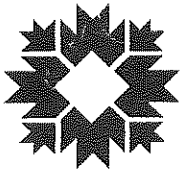
City

State

Zip Code

BPW: _____

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



Notice of Violation

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

Date 6-9-2022 ^{thurs} Time 3:48P Address/location 2225 S. High St.
Issued by: 230 47401

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☒ Fine Due: ☐\$50 ☒\$100 ☐\$150 ☐ Warning (No fine due at this time) Ticket# 51316

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

Comments:

Cut the overgrowth.
Property will go to the Board of Public Works
for permission to abate.

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

Owner Name

William W. Adam

Address

2225 S. High St.

City

Bton

State

IN

Zip Code

47401

Agent Name

Address

City

State

Zip Code

BPW: 6-21-2022

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



Monroe County, IN

2225 S High ST, Bloomington, IN 47401-4314
53-08-10-400-006.000-009



Parcel Information

Parcel Number: 53-08-10-400-006.000-009
Alt Parcel Number: 015-53480-00
Property Address: 2225 S High ST
Bloomington, IN 47401-4314

Neighborhood: High Street - South - A
Property Class: 1 Family Dwell - Unplatted (0 to 9.99 Acres)

Owner Name: Adam, William W
Owner Address: 2225 S High St
Bloomington, IN 47401

Legal Description: 015-53480-00 PT SW SE 10-8-1W;
4.174A

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	1.0	
91	3.174	



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: William Adam ("Property Owner")

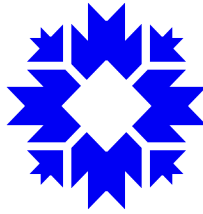
The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 2225 S High St, Bloomington 47401, under parcel number 53-08-10-400-006.000-009 and whose legal description is 015-53480-00 PT SW SE 10-8-1W; 4.174A (Hereinafter the "Property").

If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday June 21, 2022 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404.** You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting



City of Bloomington
Housing and Neighborhood Development

On May 19, May 31 and June 9, 2022 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- ☐ 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- ☐ 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- ☒ 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 2225 S. High Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through May 19, 2023.**

<u>BPW Meeting Date:</u>	June 21, 2022
<u>Property Owner:</u>	William W. Adam
<u>Address:</u>	2225 S. High Street
<u>Is this a rental?</u>	No
<u>Agent:</u>	N/A
<u>Address:</u>	N/A
<u>Parcel Number:</u>	parcel #53-08-10-400-006.000-009
<u>Legal Description:</u>	legal description 015-53480-00 PT SW SE 10-8-1W; 4.174A

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on May 19, May 31, and June 9, 2022 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 21, 2022.

The Board of Public Works now finds as follows:

1. William W. Adam (Hereinafter the "Owner") owns the real estate located at 2225 S. High St., Bloomington, IN, and whose legal description is 015-53480-00 PT SW SE 10-8-1W; 4.174A. (Hereinafter the "Property").
2. On May 19, May 31, and June 9, 2022, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 19th DAY OF MAY, 2023.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of June, 2022.

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

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: June 21, 2022

Re: Request to Abate property at 4416 E. Clayton Court, Bloomington, IN

Attachments:

1. NOV Issued May 5, May 19, May 31, and June 9, 2022.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

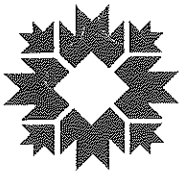
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 5, May 19, May 31, and June 9, 2022, a City of Bloomington Neighborhood Compliance Officer inspected the property located at 4416 E. Clayton Court, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Kathleen Ann Perantoni (Hereinafter the “Owner”) because she is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



Notice of Violation

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

Date 5-5-22 ^{Thurs} Time 2:14 P Address/location 4416 E. Clayton Ct. 47401

Issued by: 230

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☒ Warning (No fine due at this time) Ticket# 50772

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

Comments: Cut the overgrowth

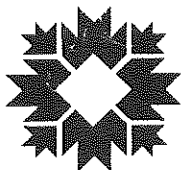
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name KATHLEEN PERANTONI
Address 4416 E. CLAYTON CT
City BLOOMINGTON State IN
Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 5-19-22 Time 11:40A Address/location 4416 E Clayton Ct.
Issued by: 230 47401

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☒ Fine Due: ☒\$50 ☐\$100 ☐\$150 ☐ Warning (No fine due at this time) Ticket# 51097

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

Comments: Cut the overgrowth.

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

Owner Name

Kathleen Ann Perantonis

Address

4416 E Clayton Ct.

City

Bton

State

IN

Zip Code

47401

Agent Name

Address

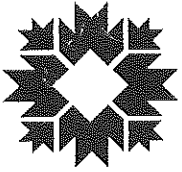
City

State

Zip Code

BPW: _____

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



Notice of Violation

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

Date 5.31.22 Time 2:08P Address/location 4416 E Clayton Ct.
Issued by: 230 47401

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☒ Fine Due: ☐\$50 ☒\$100 ☐\$150 ☐ Warning (No fine due at this time) Ticket# 51212

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

Comments: cut the overgrowth.

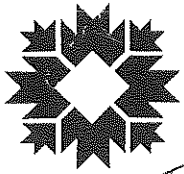
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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence),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

Owner Name Kathleen Ann Perantoni
Address 4416 E. Clayton Ct.
City Bton. State IN
Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 6-9-2022 ^{Thurs} Time 2:45P Address/location 4416 E. Clayton Ct.
Issued by: 230 47401

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

☒ **BMC 6.06.050** It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☐ **Fine Due: ☐\$50 ☐\$100 ☒\$150** ☐ **Warning (No fine due at this time)** Ticket# 51315

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

Comments: Cut the overgrowth. Property will go to the Board of Public Works for permission to abate.

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

Owner Name Kathleen Am Perantoni
Address 4416 E. Clayton Ct.
City Blgtn. State IN
Zip Code 47401

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

BPW: 6-21-2022

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



Monroe County, IN

4416 E Clayton CT, Bloomington, IN 47401-8135
53-08-01-303-026.000-009



Parcel Information

Parcel Number: 53-08-01-303-026.000-009
Alt Parcel Number: 015-01825-03
Property Address: 4416 E Clayton CT
Bloomington, IN 47401-8135
Neighborhood: Gentry Estates - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Perantoni, Kathleen Ann
Owner Address: 4416 E Clayton Ct
Bloomington, IN 47401
Legal Description: 015-01825-03 GENTRY ESTATES PH 3
LOT 101

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.3533	



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Kathleen Ann Perantoni ("Property Owner")

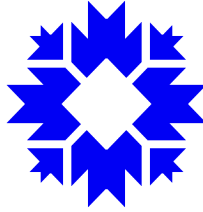
The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 4416 E Clayton Ct, Bloomington 47401, under parcel number 53-08-01-303-026.000-009 and whose legal description is 015-01825-03 GENTRY ESTATES PH 3 LOT 101 (Hereinafter the "Property").

If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday June 21, 2022 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404.** You must contact the Office of Public Works at **812-349-3410** or email at **public.works@bloomington.in.gov** for further information.

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting



**City of Bloomington
Housing and Neighborhood Development**

On May 5, May 19, May 31, and June 9, 2022 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- ☐ 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- ☐ 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- ☒ 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 4416 E. Clayton Court. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through May 5, 2023.**

BPW Meeting Date: June 21, 2022

Property Owner: Kathleen Ann Perantoni

Address: 4416 E. Clayton Court

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: parcel #53-08-01-303-026.000-009

Legal Description: legal description 015-01825-03 GENTRY ESTATES PH 3 LOT 101

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on May 5, May 19, May 31, and June 9, 2022 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 21, 2022.

The Board of Public Works now finds as follows:

1. Kathleen Ann Perantoni (Hereinafter the "Owner") owns the real estate located at 4416 E. Clayton Court, Bloomington, IN, and whose legal description is 015-01825-03 GENTRY ESTATES PH 3 LOT 101. (Hereinafter the "Property").
2. On May 5, May 19, May 31, and June 9, 2022, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 5th DAY OF MAY, 2023.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of June, 2022.

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

The Board of Public Works meeting was held on Tuesday, June 07, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Elizabeth Karon

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Jackie Moore - City Legal
Chastina Chipman – Housing and Neighborhood Development
Matt Smethurst - Engineering
Paul Kerhberg - Engineering

None

**MESSAGES FROM BOARD
MEMBERS**

Greg Alexander spoke of a Title 6 appeal for over-growth, which had been removed from the agenda pending further review. He recited his understanding that Title 6 enforcement is dependent on Title 20 zoning code and mentioned the meeting from September 19, 2012 in which the ordinance for invasive species was passed. He read a short version of the list of weeds that are considered invasive and said that it would be really hard to get rid of Bamboo just by outlawing it.

PETITIONS & REMONSTRANCE

Chastina Chipman, Housing and Neighborhood Development, presented Abatement at 1919 N. College Ave. See meeting packet for details.

**TITLE VXII ENFORCEMENT
Abatement at 1919 N. College Ave.**

Board Comments: Cox Deckard asked if the property owner was on the call. No representatives were on Zoom.

Karon made a motion to approve the Abatement at 1919 N. College Ave. Cox Deckard seconded. Motion is passed.

1. Approval of Minutes; May 24, 2022
2. Encroachment Resolution 2022-33 for a Painted Rock Garden in the Tree Plot at 6th and Morton
3. Resolution 2022-35 New Solicitor's License; Middle Way House
4. Resolution 2022-37; Pili's Party Truck #3
5. Resolution 2022-31; 4th of July Parade
6. Addendum #1 to Contract with Bruce Home Improvements for Garage Door Replacement Project
7. Supplement #1 to 2022 Cummins, Inc. Service Agreement
8. Approval of Payroll

CONSENT AGENDA

Board Comments: None

Karon made a motion to approve the Consent Agenda. Cox Deckard seconded. Motion is passed.

Matt Smethurst, Engineering, presented Change Order #1 for the Park Ridge Road Resurfacing Project. See meeting packet for details.

Board Comments: None.

Karon made a motion to approve Change Order #1 for the Park Ridge Road Resurfacing Project. Cox Deckard seconded. Motion is passed.

Matt Smethurst, Engineering, presented Change Order #3 for the Henderson, Rogers, Winslow Multi-Use Path Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Change Order #3 for the Henderson, Rogers, Winslow Multi-Use Path Project. Cox Deckard seconded. Motion is passed.

Paul Kehrberg, Engineering, presented Request from CBU for a Full Street Closure on E. 20th St. from N. Lincoln St. to N. Dunn St. (June 08, 2022-July 08, 2022). See meeting packet for details.

Board Comments: None

Karon made a motion to approve Request from CBU for a Full Street Closure on E. 20th St. from N. Lincoln St. to N. Dunn St. (June 08, 2022-July 08, 2022). Cox Deckard seconded. Motion is passed.

Paul Kehrberg, Engineering, presented Request from Duke Energy for Lane Closures on N. Pete Ellis Dr. (June 08, 2022-June 13, 2022). See meeting packet for details.

Board Comments: Karon referenced a question asked during the work session about ADA compliance. Kehrberg confirmed the matting will be non-slip and asphalt wedges would be installed if needed. Cox Deckard asked if bicycles would be able to use the temporary path. Kehrberg confirmed.

Karon made a motion to approve Request from Duke Energy for Lane Closures on N. Pete Ellis Dr. (June 08, 2022-June 13, 2022). Cox Deckard seconded. Motion is passed.

Paul Kehrberg, Engineering, presented Request from The Standard at Bloomington LLC for a Full Street Closure on W. 17th St. from N. College Ave. to N. Walnut St. (June 08, 2022-June 20, 2022). See meeting packet for details.

Board Comments: Cox Deckard asked if the intersection at Walnut would still function as it is now. Kehrberg confirmed. Cox Deckard asked if it would impact the Miller Showers parking area. Kehrberg answered that there would be a soft closure, but there will be access from College Ave. Cox Deckard if any property owners will need access. Adam Wason, Public Works, said there will still be access to all businesses.

Karon made a motion to approve Request from The Standard at Bloomington LLC for a Full Street Closure on W. 17th St. from N. College Ave. to N. Walnut St. (June 08, 2022-June 20, 2022). Cox Deckard seconded. Motion is passed.

Paul Kehrberg, Engineering, presented Request from Strauser Construction for Full Street Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 13-14, 2022) and Sidewalk Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 13, 2022 – August 7, 2022). See meeting packet for details.

Board Comments: Karon asked to confirm the change in dates for the street closure from June 13-14, 2022 to June 15-16, 2022 and for the sidewalk closure from June 13, 2022-August 7, 2022 to June 15, 2022-August 7, 2022. Kehrberg confirmed the changes. Cox Deckard asked if the sidewalk closure is extending the time it is closed since it's already closed. Kehrberg confirmed. Cox Deckard asked if the sidewalk detour will function as it

NEW BUSINESS

Change Order #1 for the Park Ridge Road Resurfacing Project

Change Order #3 for the Henderson, Rogers, Winslow Multi-Use Path Project

Request from CBU for a Full Street Closure on E. 20th St. from N. Lincoln St. to N. Dunn St. (June 08, 2022-July 08, 2022)

Request from Duke Energy for Lane Closures on N. Pete Ellis Dr. (June 08, 2022-June 13, 2022)

Request from The Standard at Bloomington LLC for a Full Street Closure on W. 17th St. from N. College Ave. to N. Walnut St. (June 08, 2022-June 20, 2022)

Request from Strauser Construction for Full Street Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 13-14, 2022) and Sidewalk Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 13, 2022 – August 7, 2022)

currently stands. Kehrberg confirmed.

Karon made a motion to approve Request from Strauser Construction for Full Street Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 15-16, 2022) and Sidewalk Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 15, 2022 – August 7, 2022). Cox Deckard seconded. Motion is passed.

April Rosenberger, Public Works, presented Noise Permit Request for Overnight Construction at 3020 E. 3rd St. (July 21, 2022-August 24, 2022). See meeting packet for details.

Comments: Kyle Daniel, Horizon Construction Company explained the noise would not extend the entirety of the project. He said there will only be about 4 nights in which there will be heavy construction noise.

Board Comments: Karon asked about approving the noise permit with the stipulation that if there were any complaints by neighbors, it could be brought back to the Board. Jackie Moore, City Legal, stated that the Board can add any terms to the permit as needed. Wason stated that any complaints could be directed to him.

Karon made a motion to approve Noise Permit Request for Overnight Construction at 3020 E. 3rd St. (July 21, 2022-August 24, 2022) adding in to grant discretion to the Director of Public Works if any complaints arise from the noise. Cox Deckard seconded. Motion is passed.

Adam Wason, Public Works, reminded the traveling public to remain calm and observant of all of the construction work areas around the area. He mentioned the success of the Granfalloon Festival and Handmade Market the previous weekend. He thanked all of the parties involved for working together on a great Festival.

Karon made a motion to approve claims in the amount of \$514,348.60. Cox Deckard seconded. Motion is passed.

Cox Deckard called for adjournment at 6:06 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Secretary

Date:

Attest to:

Noise Permit Request for Overnight Construction at 3020 E. 3rd St. (July 21, 2022-August 24, 2022)

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – 2022-38
Petitioner/Representative: Arron Wever, Representative of Wevers Smoke Eaters BBQ
Staff Representative: Susan Coates
Meeting Date: 6/21/2022

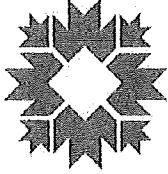
Arron Wever, Representative of Wevers Smoke Eaters BBQ has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate for the purposes of selling food via a mobile kitchen and food truck

This application is for 1 year.

Staff is supportive of the request.

Susan Coates



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Arron Wever			Wever's Smoke Eaters LLC		
Title/Position:	Owner					
Date of Birth:	2-3-71					
Address:	313 Depot St					
City, State, Zip:	Ellettsville IN 47429					
E-Mail Address:	wev726@yahoo.com					
Phone Number:	812-360-7328			Mobile Phone:	812-360-7328	

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

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

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

Received in ESD

JUN 7 2022

4. Company Information

Name of Employer:	Weaver's Smoke Eaters BBQ LLC			
Address of Employer:	313 Depot St			
City, State, Zip:	Ellettsville IN 47429			
Employment Start Date:	10-2-12	End Date (If known):		
Phone Number:	812-360-7328			
Website / Email:	weaversbbq.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Arnon Weaver	313 Depot St Ellettsville IN 47429

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

Date of incorporation or organization:	10-2-2012
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Pulled pork, Nachos, Baked Potatoes, chips, bottled drinks, Brisket	
Steam Tables, Nacho cheese w/ corn, Sausages	
Planned hours of operation:	11 AM - 9 PM
Place or places where you will conduct business (If private property, attach written permission from property owner):	Food Truck Friday at Switchyard park.
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

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

For City Of Bloomington Use Only

Received in ESD

Date Received:

JUN 7 2022

Received By:

Shante

Date Approved:

Approved By:



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 15	AGE 29	ISSUE DATE 11/24/21	PUR DATE 06/20/16	COUNTY 53 - MONROE	TP R	PL YR 21	PLATE TK916NAU	PL TP GT	WEIGHT 11	PR YR 20	LS N	TYPE AM	PRIOR YR PL TK916NAU
EXPIRATION DATE 12/07/22		MUNICIPALITY Ellettsville			VEHICLE YEAR 92	MAKE INT	MODEL AUT	VEHICLE IDENTIFICATION NUMBER 1HTSDPNM9NH435175			TYPE AM	COLOR BLK/	
CURRENT YEAR TAX	EXTAX 42.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 42.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 112.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



LM

Legal Address
314 DEPOT ROAD
ELLETTSVILLE, IN 47429



ROY M & CONNIE M WEVER
314 DEPOT ROAD
ELLETTSVILLE, IN 47429

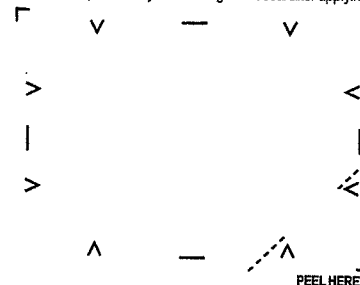


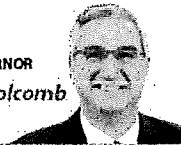
882 2/4
0-

BATCH# 20836951 SEQUENCE# 882 2/4

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.





my Driver Records

View Your Driver Record

Official Driver Record

Pay Reinstatement Fees Online

Renew Your License, Permit or ID
Card

Add MotorCycle Endorsement

View Your Recent Driver Notices

Track Your Recent Renewals

Replace Your License, Permit or
ID Card

Schedule Driving Test

Your Renewal Date

CDL Self-Certify Driver Type

Proceed to Checkout

Click to Verify - This site chose
VeriSign SSL for secure e-commerce
and confidential communications.
ABOUT SSL CERTIFICATES

my Driver Records

Welcome, ARRON B WEVER!

** NOTE: The BMV only retains supporting documentation for a period of ten (10) years **

License type: DRIVERS W/ MC

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: 2, L

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information – (* indicates active suspensions)

– (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information – (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions – (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
03/07/2005	0	SEAT BELT VIOLATION	02/15/2005	MONROE CIRCUIT #4 / 53C0405021F01861			No	No
05/30/2002	0	SEAT BELT VIOLATION	05/19/2002	MONROE CIRCUIT #5 / 53C0502051F06483			No	No
07/24/1989	2	SPEEDING 60/55	06/12/1989	MONROE SUPERIOR #4 TRAFFIC / 53D0489061F4866			No	No

Mailing Addresses

No Mailing Addresses were found.

Legal Addresses

No Legal Addresses were found.

Credential Issuance

Interim Credential Issue Date: 1/11/2022, Expiration Date: 2/10/2022, Reason: RENEWAL DL W/O CARD, IN-STATE,
Control #: 19510820

Issue Date: 01/11/2022, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: 2L, Restrictions: B, Expiration Date: 02/03/2028

Interim Credential Issue Date: 1/27/2016, Expiration Date: 2/26/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8414003

Issue Date: 01/27/2016, Renew License, CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 01/11/2022

Interim Credential Issue Date: 1/20/2012, Expiration Date: 2/19/2012, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 2268046

Issue Date: 01/20/2012, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 01/27/2016

Issue Date: 01/11/2008, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2012

Issue Date: 04/06/2005, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2008

Issue Date: 02/06/2003, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2007

Issue Date: 02/15/1999, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2003

Issue Date: 02/27/1995, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/28/1999

Remarks

No Remarks were found.

* End of Driver Record *

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- * First, middle, last name, suffix (if included)
- * Street address
Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- * Birth date & Gender

Driver's License Information

- * License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- * License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- * License expires - end date of the license validity period
- * License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841
- * SR22 Requirement: Date until which the driver must maintain SR22 insurance.
- * Forbearance: Date until which the driver must remain forbearance eligible in order to have reinstatement fees waived.
- * Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code
- * Social Security Number - unique identifier assigned by the Social Security Administration (this information is provided only if requestor is authorized to receive)

DRIVER'S LICENSE ("DL") STATUS

DESCRIPTION

CANCELLED

Driving record has been cancelled by the BMV

CONDITIONAL

Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary license or specialized driving privileges.)

MOBILE VENDOR INSPECTION CHECK SHEET

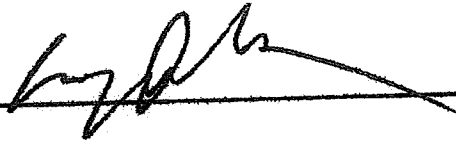
COMPANY PERFORMING INSPECTION IV Health Service Garage
INSPECTOR'S NAME Cary Decker INSPECTOR'S PHONE # 812-876-382
DATE OF INSPECTION 5-23-22
TAXICAB COMPANY _____
VEHICLE YEAR 1992 MAKE INT MODEL AUT
VIN 1HTSDPNM9NH435175

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

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

Inspector Signature



Date:

5/25/22

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

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



WEVESMO-01

JRIGGS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2022

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

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

PRODUCER ISU Insurance Services The May Agency 1327 North Walnut Street PO Box 1669 Bloomington, IN 47402	CONTACT NAME: Joyce Riggs	
	PHONE (A/C, No, Ext): (812) 353-6497	FAX (A/C, No):
INSURED Wever's Smoke Eaters BBQ LLC 313 W Depot Road Ellettsville, IN 47429-1625	E-MAIL ADDRESS: jriggs@mayagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Auto-Owners Insurance Company	
	INSURER B : Hartford Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		09481746	7/26/2021	7/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5348177600	7/26/2021	7/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		36WECIB4167	9/2/2021	9/2/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bloomington is listed as Additional Insured on General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 N. Morton Street Bloomington, IN 47402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Arron Weaver

Name, Printed



Signature

6-2-22

Date Release Signed

State of Indiana
Office of the Secretary of State
CERTIFICATE OF AMENDMENT
of
SMOKE EATERS LLC

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

The name following said transaction will be:

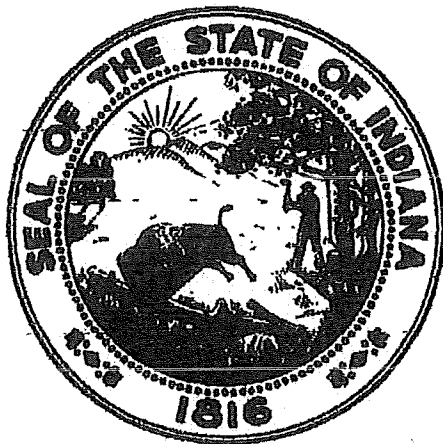
WEVERS SMOKE EATERS BBQ LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, November 15, 2013.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 15, 2013

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



The Indiana Secretary of State filing office certifies that this copy is on file in this office.

RECEIVED 11/15/2013 11:28 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/15/2013 11:31 AM

ARTICLES OF AMENDMENT

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

ENTITY NAME

SMOKE EATERS LLC

The name following said transaction will be:
WEVERS SMOKE EATERS BBQ LLC

Creation Date: 10/2/2012

313 DEPOT ROAD, ELLETTSVILLE, IN 47429

REGISTERED OFFICE AND AGENT

ARRON WEVER
313 DEPOT ROAD, ELLETTSVILLE, IN 47429

GENERAL INFORMATION

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

Who will the entity be managed by?: Members

Effective Date: 11/15/2013

Electronic Signature: ARRON WEVER

Signator's Title: MANAGER

**INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES**

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204

<http://www.sos.in.gov>

November 25, 2013

Company Requested: **WEVERS SMOKE EATERS BBQ LLC**
Control Number: **2012100200254**

Date	Transaction	# Pages
11/15/2013	Articles of Amendment	2



State of Indiana
Office of the Secretary of State

I hereby certify that this is a true and
complete copy of this 2 page
document filed in this office.

Dated: November 25, 2013
Certification Number: 2013112569405

Connie Lawson

Connie Lawson
Secretary of State

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

Date of this notice: 10-02-2012

Employer Identification Number:
46-1100942

Form: SS-4

Number of this notice: CP 575 G

SMOKE EATERS
ARRON WEVER SOLE MBR
313 W DEPOT ST
ELLETTSVILLE, IN 47429

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-1100942. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

IMPORTANT REMINDERS:

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

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

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Arion Weger

Signature: [Signature]

Date: 6-2-22

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Arron Weaver

Signature: 

Date: 6-2-22

City of Bloomington Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 06/07/2022

Business Name: Wevers Smoke Eaters BBQ Trailer #1

Address: 313 W Depot ST
Ellettsville, IN 47429

Phone: CELL 812-360-7328

The following permit has been issued:

Permit No. 22* 0223

Type: FOOD Temporary Vender/Cooking

Issued Date: 06/07/2022

Effective Date: 06/07/2022

Expiration Date: 06/07/2023

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.



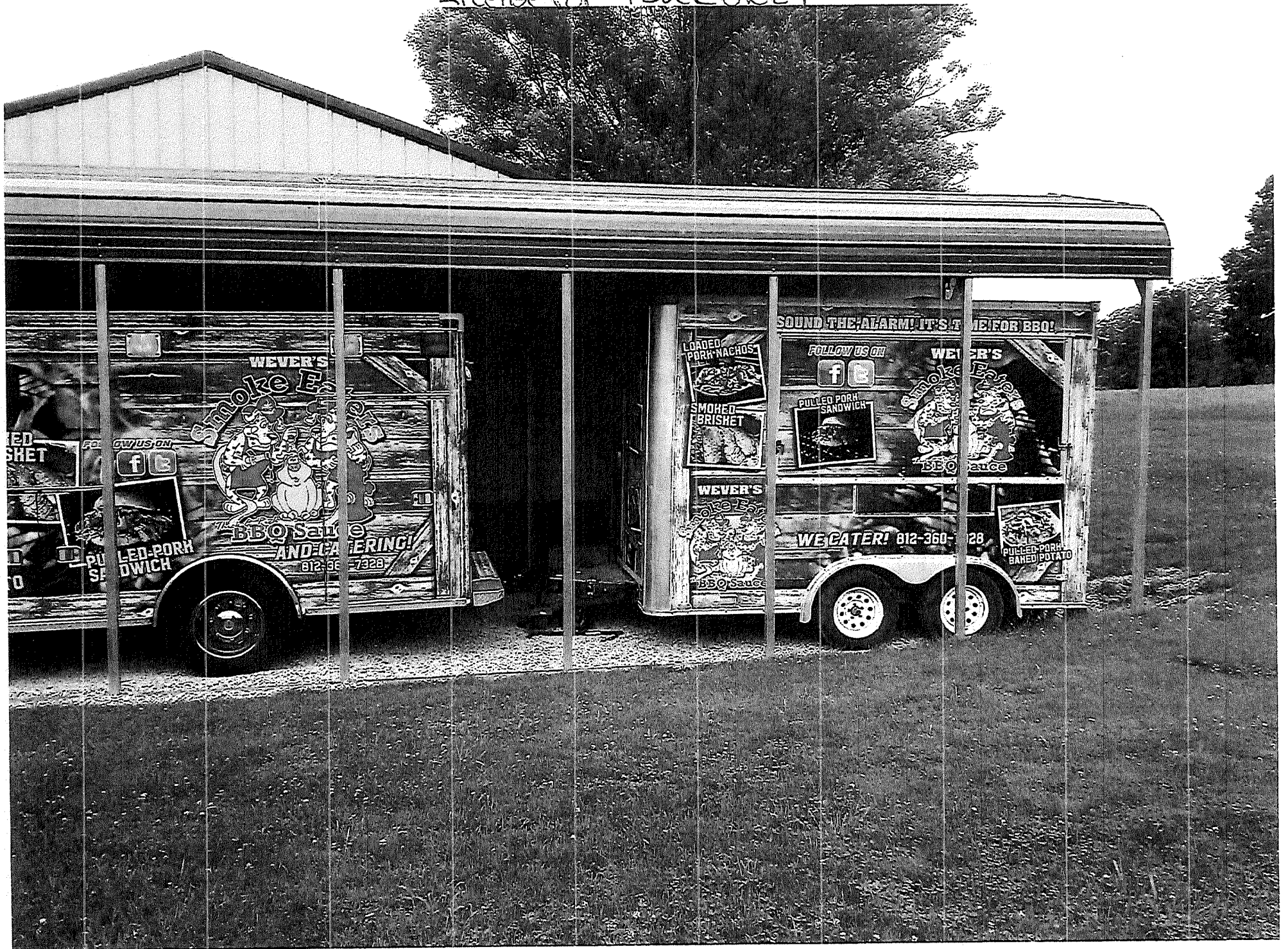
Digitally signed by Tim Clapp
DN: C=US,
E=timclapp@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim
Clapp

06/07/2022

Inspector: Tim Clapp

Date

License for TRUCK ONLY



Retail Food Service Establishment License

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542



WEVER'S SMOKE EATERS BBQ - COMMISSARY
ARRON WEVER
313 DEPOT STREET
ELLETTSVILLE, IN 47429

2022

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

MAR 01 2022

Issued _____

By Thomas W. Mayhew

PERMIT EXPIRES FEBRUARY 28, 2023

This License Is Not Transferable to Any Other Individual or Location

Mobile Food Service Establishment License

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542



WEVER'S SMOKE EATERS BBQ # 1
ARRON WEVER
313 DEPOT STREET
ELLETTSVILLE, IN 47429

2022

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

MAR 01 2022

Issued _____

By Thomas W. Mayhew

PERMIT EXPIRES FEBRUARY 28, 2023

**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

STEPHANIE SCOTT

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

**FOOD SAFETY MANAGER
UNDER THE**

CONFERENCE FOR FOOD PROTECTION STANDARDS



6751 Forum Drive, Suite 220, Orlando, FL 32821
P (800) 446-0257 F (407) 352-3603 www.NRFP.com
National Registry of Food Safety Professionals®

PRESIDENT:


LAWRENCE J. LYNCH, CAE

**ISSUE DATE: JUNE 6, 2019
EXPIRATION DATE: JUNE 6, 2024
CERTIFICATE NO: 21590736
TEST FORM: EXE81**

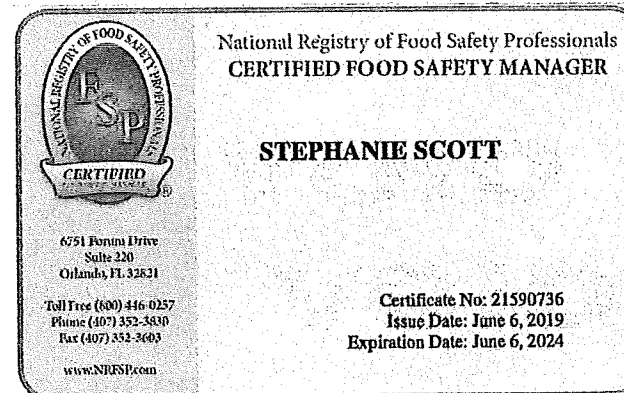
This certificate is not valid for more than five years from date of issue.

Notification of Test Results

**ID#: xxx-xx-
Scaled Test Score: 83
Candidate Status: Pass
Test Date: June 6, 2019**

Congratulations! Attached is your certificate and wallet card. Please notify the National Registry of name or address changes at the address below.

**Preventing Contamination and Cross Contamination (Competent)
Ensuring Personal Hygiene and Employee Health (Competent)
Actively Managing Controls in a Food Establishment (Competent)
Monitoring the Flow of Foods (Competent)
Ensuring Product Time and Temperature (Competent)
Conducting Cleaning and Sanitizing (Competent)
Managing Physical Facility Design & Maintenance: Preventing & Controlling Pests (Competent)**



**STEPHANIE SCOTT
313 DEPOT ST
ELLETTSVILLE, IN 47429**

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-38**

**Mobile Vendor in Public Right of Way
Wevers Smoke Eaters BBQ**

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

WHEREAS, Wevers Smoke Eaters BBQ (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning on 06/21/2022, and ending on 6/21/2023.

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

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

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.

RESOLUTION 2022-38

- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 21st DAY OF JUNE 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Member

Jennifer Lloyd

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-38 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Arron Wever
Wevers Smoke Eaters BBQ

Date: _____



Board of Public Works Staff Report

Project/Event: BCT Partnership Agreement 2022-24
Petitioner/Representative: Department of Economic and Sustainable Development
Staff Representative: Holly Warren
Meeting Date: June 21, 2022

The Buskirk-Chumley Theater is owned by the City of Bloomington and has been successfully administered and maintained through a cooperative partnership agreement between the City of Bloomington Parks and Recreation department, Board of Public Works, RDC and Buskirk-Chumley Theater Management, Inc. (BCTM) since 2001.

The 2022 partnership agreement returns to a multi-year model and will be in effect until December 31, 2024.

Subject to annual appropriation, the City Council budget provides for \$55,000 in annual operational funding to BCTM. The Agreement calls for this funding to be distributed in quarterly payments of \$13,750 each. The Board of Public Works and the Department of Public Works administers those funds.

The Parks Department shall provide up to \$15,000 annually for eligible maintenance projects. The Parks Operations Division Director will work with BCT Director on the distribution of these funds. The Board of Parks Commissioners approved this agreement on May 24, 2022.

In addition, the Redevelopment Commission shall provide up to \$74,000 annually from the Consolidated TIF (Tax Increment Financing) for eligible and permitted public improvements at the theater. The Redevelopment Commission votes to approve and administers these funds on a request by request basis. The RDC approved this agreement on May 2, 2022, in Resolution 22-26.



BUSKIRK-CHUMLEY THEATER MANAGEMENT AGREEMENT

This Agreement, made and entered into this ____ day of May, 2022, by and between the City of Bloomington, Indiana (“City”) by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”).

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and

WHEREAS, the previous Management Agreement between the City and BCTM expired on December 31, 2021; and

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2022 through December 31, 2024, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and

WHEREAS, it is in the public interest that such partnership continue;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a management agreement, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2022, to December 31, 2024, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations and programming at the BCT (“Operations Funding”) annually. The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). These funds shall not be used for capital needs of the BCTM.

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide up to Fifteen Thousand Dollars (\$15,000.00) for emergency repairs per year at the BCT, unless the Parties otherwise agree in writing to additional repairs and funding.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”) annually. The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Economic and Sustainable Development or his designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. Tax Increment Funding shall not rollover from year to year. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer

booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or subcontractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of

any proposed change to the rates at least ten (10) business days prior to the effective date of the change.

- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to "BCT presents" performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT, except as expressly provided in this Agreement. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, restrooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances, except for those items that are the responsibility of the City as detailed in Exhibit A, Section 2.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible for the repair of any damage other than ordinary course wear and tear done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- v. BCTM shall be responsible for the ordinary course repair and maintenance of BCT equipment and furnishings listed in Exhibit B; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted, other than as provided in Exhibit A. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days' notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall

include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.

- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with the City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). Included with these financial reports shall be the total, end-of-year balances in any and all BCTM financial accounts. Said reports shall be delivered to the City not later than April 15 of each calendar year.
- ii. BCTM shall provide an annual written report of BCT fundraising and operations to the City, which shall be delivered to the City no later than April 15 of each calendar year. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during the previous year, income and expenses related to the BCT property for the previous year, updates on the preventative maintenance BCTM undertook in the previous year, progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds.

- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.
- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15 and prior to May 30 of each year for BCTM to present the previous year's annual report to the Director of the City's Economic and Sustainable Development Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. BCTM goals for the following year will be submitted to the City by July 1 following the City's format for annual goals.
- xii. The City shall set a partnership evaluation meeting after September 1, 2024, and prior to November 1, 2024, to evaluate the partnership and prepare an extension or replacement partnership agreement for City approvals in December 2024.
- xiii. Any funds pledged to the BCTM as part of the centennial celebration from June 1, 2022, through May 31, 2023 shall remain with the BCTM through termination and not be subject to surrender and conveyance upon termination as outlined in Section 6(j). The BCTM shall provide an accounting of centennial funds pledged and raised to the City by June 1, 2025, which shall be attached to this agreement as Exhibit E.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31 of each year. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall, at its own discretion, be permitted to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets that BCTM had not previously reported to the City as the subject of theft or third-party damage or that was not subject to replacement by the City pursuant to Exhibit A, Section 2.
- ii. Any non-fixed BCT assets acquired by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.
- iii. BCTM shall inform the City when it desires to dispose of surplus City property ("Surplus Property") in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City's Financial Policies Manual (including the Controller and Corporation Counsel's review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus Property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of the City is to provide entertainment and cultural opportunities to the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.

- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary beyond otherwise required repair and maintenance of the Premises, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City and the Redevelopment Commission shall provide funding as detailed in Section 3.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.

- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue in the event that BCTM ceases using the space as a box office.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
- ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross

negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

- c. **Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.
- d. **E-Verify:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special

Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

- i. Notice:** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

To City:

City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

To BCTM:

BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the BCT, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City shall have the first right of refusal to purchase any BCTM-owned non-fixed assets for the depreciated net value or a price mutually agreed upon by the Parties. Also upon termination, the BCTM shall immediately surrender and convey to the City any remaining cash balances that were accrued by the BCTM as the result of operations and

fundraising of the BCT, which shall be used by the City exclusively for reinvestment in the BCT, or to procure a new management company to operate the BCT.

k. Default:

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
 - ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement. BCTM shall not be considered in default under this Agreement if it is temporarily unable to maintain operations or otherwise provide programming as a result of circumstances beyond its control making performance inadvisable, commercially impracticable, illegal, or impossible, expressly including as a result of a public health crisis, war or insurrection, or natural disaster.
- l. Successors:** The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- m. Severability:** If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect
- n. Choice of Law and Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.
- o. Non-Discrimination:** BCTM 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. BCTM 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 BCTM believes that a City employee engaged in such conduct towards BCTM and/or any of its employees, BCTM or its employees may file a complaint with the City department head in charge of BCTM'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. However, nothing in this provision shall preclude BCTM from administering and having exclusive decision making authority over events, programs, or contracts on any other basis not prohibited by this Agreement, Bloomington Ordinance 2.21.020, and all other federal, state and local laws and regulations governing non-discrimination.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

CITY OF BLOOMINGTON, INDIANA

By: _____
Alex Crowley, Director
Economic & Sustainable Development

By: _____
Beth Cate, Corporation Counsel

REDEVELOPMENT COMMISSION

By: _____
Cindy Kinnarney, President

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

BCT MANAGEMENT, INC.

By: _____
Sara Laughlin, President

BOARD OF PARK COMMISSIONERS

By: _____
Kathleen Mills, President

EXHIBIT A

1. BCT Management, Inc. (BCTM) shall be responsible for:
 - Repair and maintenance building interior, including but not limited to, e.g., walls, floors, floor coverings, ceilings, plumbing fixtures, flush valves, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass, locks, keys, and hardware
 - Repair and maintenance of all stage equipment and soft goods
 - Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
 - Repair and maintenance of the Theater's mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
 - Repair and maintenance of the Theater's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
 - Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT's operation as a Theater, and not intended for City ownership
 - Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
 - An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:
 - Repairs and maintenance of the Theater's exterior structure, including doors, door locks, windows and window locks (where applicable)
 - Repairs and maintenance of the Marquee
 - Replacement of mechanical systems (electrical, plumbing, and HVAC)
 - Replacement of fire alarm and sprinkler systems
 - Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

EXHIBIT B

[BCT Equipment and Facility Item List as of December 18, 2022.](#)

[Printed PDF File to be Included with Final Contract]

EXHIBIT C

STATE OF INDIANA)
)
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. BCT Management, Inc., employer of the undersigned, has contracted with the City of Bloomington to provide services;
3. BCT Management, Inc., employer of the undersigned, is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by his/her employer, BCT Management, Inc., to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, BCT Management, Inc. does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. § 1324a. (h)(3), and, BCT Management, Inc. is enrolled and participating in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Printed name

STATE OF INDIANA)
)
COUNTY OF MONROE)

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.

Signature of Notary Public

Printed Name of Notary Public

County of Residence: _____
My Commission Expires: _____

EXHIBIT D

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.



Board of Public Works Staff Report

Project/Event: Approve right of way permit bond exemption for Monroe County Highway Department

Staff Representative: Paul Kehrberg

Petitioner/Representative: Lisa Ridge, Highway Director

Date: June 21, 2022

Report: Title 12 of City of Bloomington Municipal Code allows certain governmental entities to agree to the City's bonding agreement. This agreement exempts them from needing to provide a bond for excavation and use of City right of way. The Monroe County Highway Department is seeking approval of the Bond Agreement for 2022. This will exempt them from needing bonding for working within our right of way, as long as Monroe County is the permit applicant. The Monroe County Highway Department had a Board approved agreement for 2021.

2022 BONDING AGREEMENT

ENGINEERING DEPARTMENT, CITY OF BLOOMINGTON, INDIANA

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between the City of Bloomington, a Municipal Corporation of Indiana (hereinafter referred to as CITY), and Monroe County Highway (hereinafter referred to as APPLICANT).

RECITALS:

- A. APPLICANT has filed, or soon will file, an application with the CITY for a permit to perform excavation and restoration work on CITY's public ways.
- B. APPLICANT guarantees faithful performance of the work in full compliance with Bloomington Municipal Code Chapter 12.08 Use of the Right of Way and other applicable CITY ordinances, regulations, specifications and standards listed on the CITY Engineering Department's resources website (the "City Standards").
- C. APPLICANT acknowledges that this 2022 Bonding Agreement shall terminate on December 31, 2022.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals above, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **Applicant's Completion and Warranty Obligations.** APPLICANT irrevocably acknowledges its obligation to perform the Work in a good, workmanlike, lien-free manner in full compliance with City Standards. APPLICANT further warrants that the Work will be free of defects (normal wear and tear excepted) for a period of two (2) years after the Work has been completed and finally accepted by CITY, assuming the City inspects the Work within a reasonable timeframe after being properly notified of its completion.
- 2. **Applicant's Covenants.** APPLICANT irrevocably represents, warrants and covenants to CITY as follows:
 - (a) **Compliance with City Standards.** That APPLICANT shall fully comply with all City Standards relative to the Work, and fully and promptly indemnify and hold harmless CITY, and respond to CITY, for APPLICANT's failure to conform with such obligations.
 - (b) **Completion of the Work.**
 - i. **Diligence.** That after the Work is commenced, APPLICANT shall proceed with diligence and expedition and shall promptly complete the Work and restore the property to City Standards, so as not to

obstruct the property or public use or travel thereon more than is reasonably necessary.

- ii. **Restoration.** That unless authorized by CITY on the Permit, all paving, resurfacing or replacement of street facilities on major or collector streets shall be done in conformance with City Standards as soon as reasonably possible. In winter, a temporary patch must be provided. In all excavations, restoration and pavement surfaces shall be made immediately after backfilling is completed or concrete is cured.

(c) That APPLICANT shall guarantee the materials and workmanship of the Work in compliance with City Standards for a period of two (2) years from completion and City's acceptance of the Work, with reasonable wear and tear excepted.

3. **Repairs.** All responsibility for completion, repair and maintenance of the Work shall remain with Applicant until all of the Work has been completed in full compliance with City Standards and inspected and finally accepted by CITY and the warranty has expired.
4. **Binding Agreement.** This Agreement shall be upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
5. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
6. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
7. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
8. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Indiana.
9. **Assignment.** APPLICANT may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of CITY.
10. **No Partnership.** CITY and APPLICANT do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

APPLICANT

Entity: Monroe County Highway

By: Lisa Ridge, Highway Director

Signature _____

Date Signed _____

BOND WAIVER

The Board of Public Works, having reviewed the Bonding Agreement herein, approves and accepts said Bonding Agreement for the remainder of calendar year 2022. The Board of Public Works hereby finds the Applicant to be exempt from the provisions of Bloomington Municipal Code Section 12.08.060.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date: _____

Elizabeth Karon, Member

Date: _____

Jennifer Lloyd, Member

Date: _____

Andrew Cibor, Director
Engineering Department

Date: _____

Beth Cate
Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Contract Service Agreement
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: June 21, 2022

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 1,000 trip hazards. This is a continuous project to repair trip hazards within the City.

☒ **Precision Concrete Cutting** **\$ 50,000**

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

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?

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

Print/Type Name

Print/Type Title

Department

SERVICE AGREEMENT BETWEEN PUBLIC WORKS DEPARTMENT AND PRECISION CONCRETE, INC.

This Agreement, entered into on this 21st day of June, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Precision Concrete, Inc. (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: remove trip hazards from uneven sidewalks and other concrete walkways within the City. 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 Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). 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: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Precision Concrete, Inc., Attn: Bonnie K Bonkowski, 18951 Goldeneye Drive, Holland, MI 49424

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

PRECISION CONCRETE, INC.

Beth Cate, Corporation Counsel

Bonnie K Bonkowski, Chief Financial Officer

Adam Wason, Director, Public Works Department

Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

PRECISION CONCRETE, 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: Family Night Out

Petitioner/Representative: Bloomington Housing Authority

Staff Representative: April Rosenberger

Meeting Date: June 21, 2022

Event Date: June 25, 2022

The Bloomington Housing Authority would like to close Summit Street between Monroe and 13th Streets, on Saturday, June 25, 2022 from 12:00 p.m. – 7:00 p.m. in order to host a Family Night Out event. The event runs from 3:00 p.m. until 6:00 p.m. They are asking for additional time to set up and tear down.

The petitioner also requests a Noise Permit for live music and announcements.

FAMILY *Night Out*

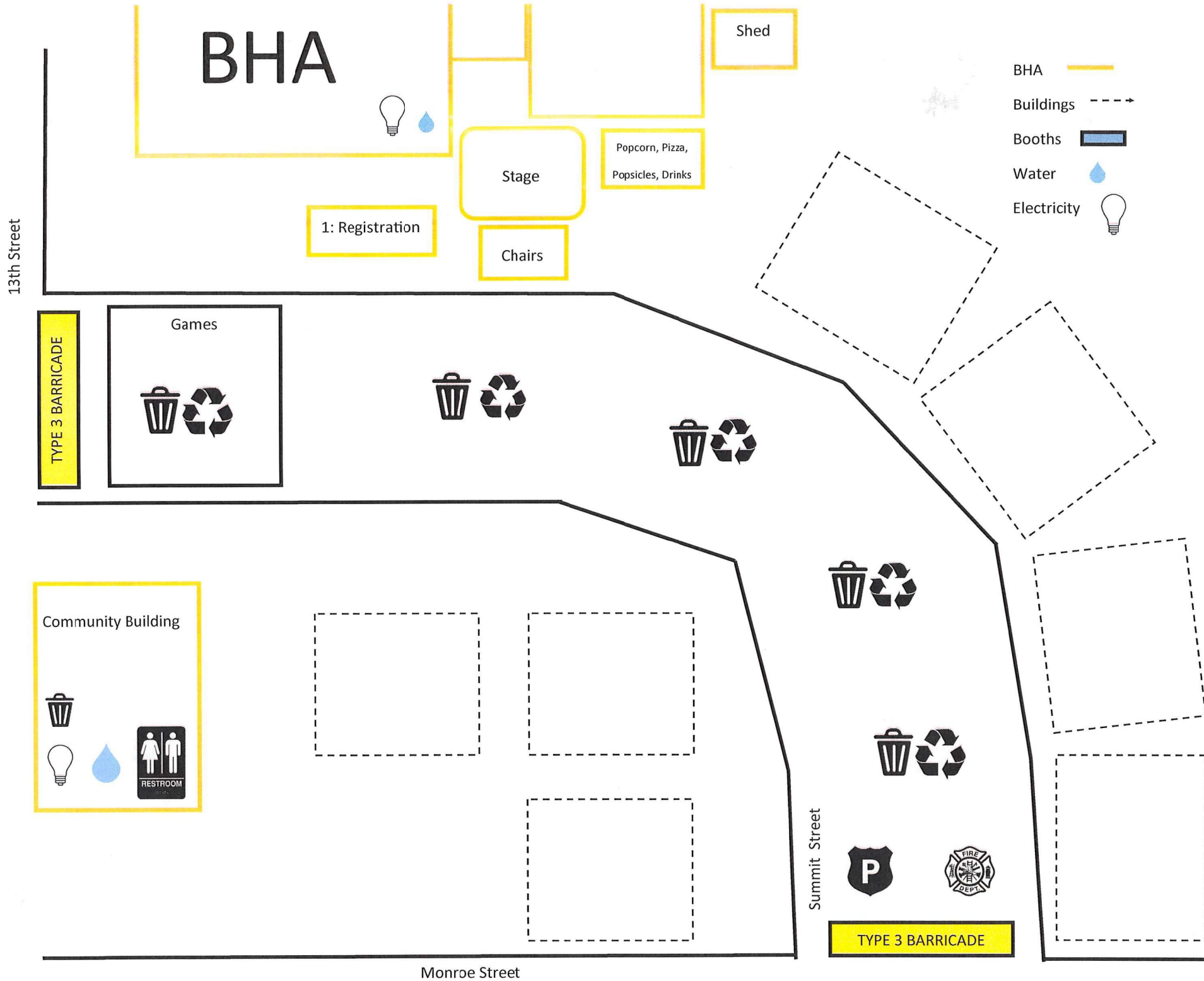
June 25th, 2022, 3pm-6pm



A night of free food, prizes,
games, and entertainment.
The perfect **Family Night Out.**

Bloomington Housing Authority, 1007 N Summit St

Inclement Weather Location: Crestmont Boys & Girls Club





**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 when possible

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



NEIGHBORHOOD BLOCK PARTY APPLICATION

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

1. Applicant Information

Contact Name:	Leon Gordon		
Contact Phone:	812-545-7040	Mobile Phone:	
Title/Position:	Administrative Director		
Neighborhood:	Bloomington Housing Authority (Crestmont)		
Address:	1007 N. Summit Street		
City, State, Zip:	Bloomington, IN, 47404		
Contact E-Mail Address:	lgordon@blha.net		
Neighborhood E-Mail and URL:	www.bhaindiana.net		
Org Phone No:	812-339-3491	Fax No:	812-339-7177

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

Organization Name:	The BHA invites community agencies from all over town. As of right now we do not have an RSVP list; however, we typically have 15-20 agencies attend as table hosts.		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Date(s) of Event:	Saturday, June 25, 2022		
Time of Event:	Date: 6.25.22	Start: 3:00pm	Date: 6.25.22 End: 6:00pm
Setup/Teardown time Needed	Date: 6.25.22	Start: 12:00pm	Date: 6.25.22 End: 7:00pm
Calendar Day of Week:	Saturday		
Description of Event:	<p>Prior to the pandemic of 2020, each year the BHA hosted an annual event known as Family Night Out (FNO). We would like to re-initiate this event. FNO serves to link families to agency services within the community, to strengthen the relationship between the Housing Authority and Residents, and to increase the overall sense of community in the BHA neighborhoods. This event serves approx. 200-300 people. many community agencies come to the event to table, provide materials, referrals, linkage, and resources. Additionally, there are games, food/ drinks, prizes, music and more.</p>		
Street(s) you wish to close	N. Summit Street		
Expected Number of Participants:	200-300	Expected # of vehicles (Use of City Parking spaces):	

NEIGHBORHOOD BLOCK PARTY YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at
<input checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input checked="" type="checkbox"/>	Noise Permit application
<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)

**8.
CHECKLIST**

<input checked="" type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) and date going before the Board of Public Works (contact ESD at 812-349-3418 for date) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input checked="" type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable)
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

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

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>.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Family Night Out			
Location of Event:	Bloomington Housing Authority/N. Summit Street			
Date of Event:	06/25/2022	Time of Event:	Start: 3:00pm	
Calendar Day of Week:	Saturday		End: 6:00pm	
Description of Event:	Prior to the pandemic of 2020, each year the BHA hosted an annual event known as Family Night Out (FNO). We would like to re-initiate this event. FNO serves to link families to agency services within the community, to strengthen the relationship between the Housing Authority and Residents, and to increase the overall sense of community in the BHA neighborhoods. This event serves approx. 200-300 people. many community agencies come to the event to table, provide materials, referrals, linkage, and resources. Additionally, there are games, food/drinks, prizes, music and more.			
Source of Noise:	<input type="checkbox"/> Live Band	<input checked="" 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:	Leon Gordon		
Organization:	Bloomington Housing Authority	Title:	Administrative Director
Physical Address:	1007 N. Summit Street, Bloomington, IN, 47404		
Email Address:	lgordon@blha.net	Phone Number:	812-545-7040
Signature:		Date:	05/20/2022

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	_____ Beth H. Hollingsworth, Vice-President
_____ Date	_____ Elizabeth Karon, Secretary

Waste and Recycling Management Plan Template

(Only if you anticipate over 100 participants)

Event name: Family Night Out
Number of expected attendees: 200-300
Number of food vendors: N/A
Number of other vendors: approximately 15-20

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.

The BHA will post trash receptacles and recycling containers along Summit Street for disposal. Event staff will monitor to ensure that all waste is disposed of properly. BHA has onsite dumpster and recycle services for removal of waste from site. Event staff are trained in BHA waste management policies and are accustomed to following BHA waste management plans in regards to trash and recycling. We will provide Trash bins, recycling bins, waste bags and labels. Staff stationed along the street will monitor waste areas in their assigned location.

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 Bloomington Housing Authority Family Night Out.

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 812.349.3410 for this information

The proposal for Family Night Out 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: Bloomington Housing Authority

DATE: May 20, 2022

Contact Information- Other

	<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) 349-3410
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 (If event will have any kind of open	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2022

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

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

PRODUCER Hylant - Indianapolis/Bloomington 10401 North Meridian St, Ste 200 Carmel IN 46290		CONTACT NAME: PHONE (A/C, No, Ext): 800-678-0361 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: Indianapolis-office@hylant.com	
INSURED Housing Authority of the City of Bloomington, IN dba Bloomington Housing Authority 1007 N Summit St Bloomington IN 47404		INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
License#: 23894 BLOOMINGTON		NAIC # 26522	

COVERAGES

CERTIFICATE NUMBER: 1075376705

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SE2011739	6/25/2022	6/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an Additional Insured with respects to Family Fun Night Event to be held June 25, 2022

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
 401 N Morton, Suite 150
 Bloomington IN 47404

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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For City Of Bloomington Use Only

Date Received: 06.07.2022	Received By: Public Works	Date Approved:	Approved By:
	Board of Public Works		
	Bloomington Police	06.13.2022	Scott
	Bloomington Fire	06.14.2022	Tim
	Engineering	06.13.2022 (emailed applicant with signage and barricade suggestions)	Emily
	Office of The Mayor	06.13.2022	MCC
	Parking Enforcement	06.14.2022 (no water barricades needed)	Susan
06.07.2022	Utilities	06.07.2022	Jane Fleig
	Transit		

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-43**

FAMILY NIGHT OUT

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

WHEREAS, Bloomington Housing Authority has requested use of city streets to conduct a family-friendly event; and

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

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: Summit Street between 13th and Monroe Streets.
2. The street closures outlined above are for the purposes of allowing Bloomington Housing Authority to provide a family-friendly event of high quality that is mutually beneficial to participants and the community on Saturday, June 25, 2022 from 3:00 p.m. to 6:00 p.m.
3. Bloomington Housing Authority shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Bloomington Housing Authority shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department
5. Bloomington Housing Authority shall obtain, and place at Bloomington Housing Authority 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.
6. Bloomington Housing Authority agrees to close the streets not before 12:00 p.m. on Saturday, June 25, 2022 and to remove barricades and signage by 7:00 p.m. on Saturday, June 25, 2022.

RESOLUTION 2022-43

7. The City of Bloomington will provide and set up barricades at or around 12:00 p.m. on June 25, 2022. Barricade water barriers will be removed as part of clean-up.
8. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 8:00 p.m. on Saturday, June 25, 2022.
9. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
10. Bloomington Housing Authority 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, Bloomington Housing Authority, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 21st DAY OF JUNE, 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Member

Jennifer Lloyd, Member

BLOOMINGTON HOUSING AUTHORITY

Signature

Printed Name

Position

Date

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/17/2022	Payroll				494,746.34
					<u>494,746.34</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 \$ 494,746.34

Dated this 21st day of June year of 2022.

Kyla Cox Deckard, President

Elizabeth Karon, Member

Jennifer Lloyd, Member

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: Resolution to uphold the Order to Remove Structure at 2607 N. Walnut Street

Petitioner/Representative: HAND

Staff Representative: Michael Arnold

Date: June 21, 2022

Report:

January 29, 2021	Sent letter requesting Title 17.16 compliance
June 10, 2021	Sent Order to Seal
July 28, 2021	Sent Past Deadline Letter
August 16, 2021	Compliance with Order to Seal
October 01, 2021	Sent Out of Compliance Letter
December 14, 2021	Sent Out of Compliance Letter
January 06, 2022	Sent Out of Compliance Letter
January 25, 2022	Sent Request to Access Property Letter
February 15, 2022	Out of Compliance
March 24, 2022	Letter to Agent via email
March 29, 2022	Received Letter from Owner signed to allow City to move forward with sealing the structure
April 27, 2022	Email to discuss Agent removal of structure with Owner
June 02 2022	No response from Owner or Agent so Sent Order to Remove
June 21, 2022	BPW meeting

Initial letter was to request the structure be brought into compliance with BMC 17.16 regarding Unsafe Structures. There were open doors and broken windows. On June 10, 2021 the structure was noted to be out of compliance with BPW 17.16 so an Order to Seal the structure was issued. Compliance was noted on August 16, 2021.

The structure was noted to be out of compliance October 01, 2021, December 14, 2021 and January 6, 2022. On January 25, 2022 A Right of Entry, Indemnification and Hold Harmless Agreement was sent to the owner requesting permission for the City to move forward with work to bring the structure into compliance with BPW 17.16 On February 15, 2022 the structure was noted to be out of compliance with the Order to Seal. The Hold Harmless Agreement was sent to the Agent via email and was returned signed by the owner on March 29, 2022.

Due to the structure being a Public Nuisance by consistently being in non-compliance with BPW 17.16, the decision was made to move forward with removal of the structure. On April 27, 2022, the request to move forward with removal was submitted to the Agent. As of June 01, 2022, no response was received so an Order to Remove was issued for the structure.

A Resolution to uphold the Order to Remove is required from the Board.

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







221B

111B







**City of Bloomington
Housing and Neighborhood Development**

May 31 2022

Prime Power Inc
4301 E Janet Dr
Bloomington IN 47401

**UNSAFE BUILDING
ORDER TO REMOVE**

RE: Structure(s) located at 2607 N Walnut St
Legal description of relevant property: 013-26340-00 Hotel Capital Partners Lot 1;
1.63A

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(5), you are hereby **ORDERED to REMOVE THE STRUCTURE(S)** at the above-referenced property within **60** days, to wit: by 12 midnight local time on **July 31 2022**.

The following actions must be taken to comply with this Order:

1. **Contact the Monroe County Building Department to obtain a demolition permit for the work to be completed**
2. **Properly remove the structure, regrade the area and backfill any basement or foundation**
3. **Remove the debris associated with demolition of the structure(s)**
4. **Notify Housing and Neighborhood Development upon completion of the work**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on January 6, 2022; February 15, 2022; March 4, 2022; May 27 2022. *The inspection(s) revealed that the property continues to be in violation of the Order to Seal issued June 09 2021*

- ☐ In an impaired structural condition that makes it unsafe to a person or property;
- ☐ A fire hazard;

- ☐ A hazard to the public health;
- ☒ A public nuisance;
- ☐ Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or
- ☐ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

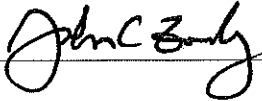
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on June 21 2022**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.



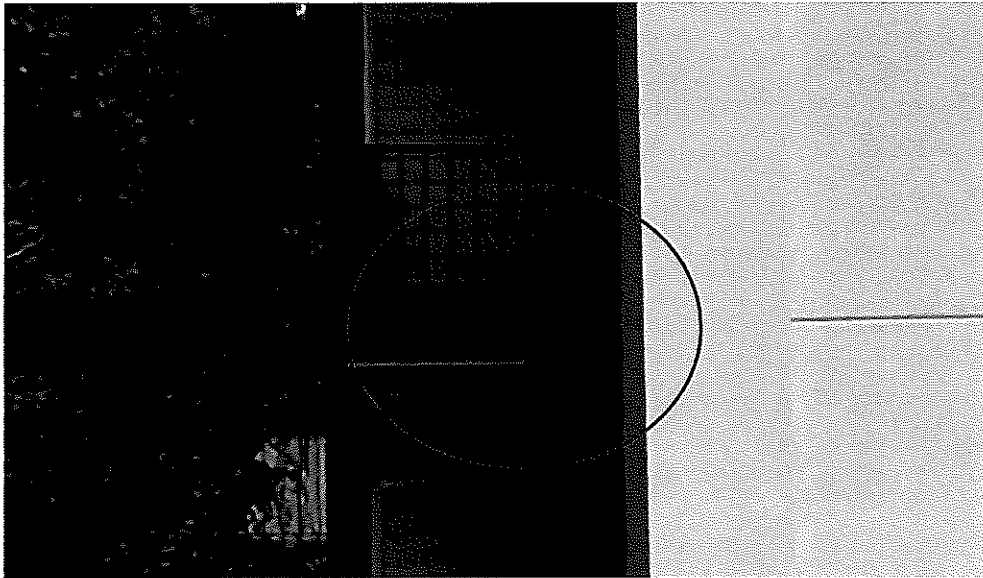
John Zody, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

6/2/22

Date

2607 N Walnut St
May 27 2022





**BOARD OF PUBLIC WORKS
RESOLUTION 2022-39
Unsafe Order for 2607 N. Walnut St., Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Remove** on real estate located at 2607 N. Walnut St., Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of Tuesday, June 21, 2022.

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

- ☐ Affirms the Order issued by HAND on May 31, 2022.
- ☐ Rescinds the Order issued by HAND on May 31, 2022.
- ☐ Modifies the Order issued by HAND on May 31, 2022. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

So Ordered this 21st day of June, 2022.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Signature of Notary Public

Date Commission expires

Name of Notary Public

County of Residence

Commission Number: _____



Board of Public Works Staff Report

Project/Event:	Request to approve Resolution 2022-34 Agreement for the encroachment of a retaining wall in the right of way
Staff Representative:	Emily Herr
Petitioner/Representative:	Indiana University Health Bloomington, Inc. Bynum Fanyo / Jeff Fanyo
Date:	June 21, 2022

Report: Indiana University Health Bloomington, Inc. is requesting to place a newly built retaining wall in the right of way at 914 W 1st Street in an encroachment agreement. The site was recently redeveloped under Grading Permit #C20-279. With this grading permit, the existing sidewalk was removed and a new sidewalk and tree plot were constructed to meet the Transportation Plan. Due to the grade of the site, a concrete retaining wall was installed adjacent to the western segment of sidewalk.



BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

June 9, 2022

Bloomington Board of Public Works
401 N. Morton Street
Bloomington, Indiana 47403

Re: Encroachment Agreement 914 W 1ST Street, IU Health

Attn: Emily Herr

Dear Emily,

Please let this letter serve as our request to encroach on the public right of way at the referenced address. The purpose of this request is to allow a concrete retaining wall to encroach on the right of way to construct a public sidewalk at elevations necessary for ADA compliance and pedestrian safety. Included is a screen shot showing the sidewalk and retaining wall from the construction drawings.

In your email to James Lott of Pepper Construction you updated the warranty deed and name of the current owner. I have documented that document below showing the name change from Bloomington Hospital Inc. to Indiana University Health Bloomington, Inc.

Please let me know if you have any questions regarding our petition.

Sincerely,

Jeffrey S. Fanyo P.E. CFM

Bynum Fanyo and Associates, Inc.

**DULY ENTERED
FOR TAXATION**

JUL 01 2014

Jeff Ellington
Auditor Monroe County, Indiana

2014007997 AFFID \$49.00
07/01/2014 02:51:24P 2 PGS
Jeff Ellington
Monroe County Recorder IN
Recorded as Presented

Send tax statements to: P.O. Box 1149, Bloomington, IN 47402

CROSS REFERENCES:

<u>Instrument No., or Deed Book & Page</u>	<u>Parcel No.</u>
DB 354 PG 468	53-08-05-100-057.000-009
DB 354 PG 468	53-08-05-100-119.000-009
DB 361 PG 179	53-08-02-300-014.000-009
DB 364 PG 240	53-01-56-030-000.000-009 f 53-11-55-251-000.000-009
DB 364 PG 240	53-08-05-100-014.000-009
DB 364 PG 240	53-08-05-100-047.000-009
DB 364 PG 240	53-08-05-100-048.000-009
DB 364 PG 240	53-08-05-100-056.000-009
DB 364 PG 240	53-08-05-100-058.000-009
DB 364 PG 240	53-08-05-100-069.000-009
DB 364 PG 240	53-08-05-100-081.000-009
DB 364 PG 240	53-08-05-100-094.000-009
DB 364 PG 240	53-08-05-115-012.000-009
DB 364 PG 240	53-08-05-100-128.000-009
DB 364 PG 240	53-08-05-100-113.000-009
DB 364 PG 244	53-08-05-100-073.000-009
DB 371 PG 478	53-08-05-100-028.000-009
DB 371 PG 478	53-08-05-402-115.000-009
00300903	53-08-18-200-010.000-009
00301902	53-08-05-100-145.000-009 f 53-01-53-90-000.000-009
00619407	53-08-09-204-002.000-009
00817717	53-01-70-521-009.000-016
00820415	53-08-05-100-095.000-009
2004025752	53-01-52-963-000.000-009
2004025752	53-08-04-200-136.000-009
2005000047	53-05-32-200-010.000-004
2005005621	53-08-05-100-053.000-009
2005005713	53-08-05-100-052.000-009
2005005713	53-08-05-100-118.000-009
2005005713	53-08-05-100-130.000-009
2005005713	53-08-05-100-155.000-009
2005008453	53-08-04-200-182.000-009
2005008453	53-08-05-100-063.000-009
2007014753	53-04-25-101-001.000-011
2010019969	53-08-05-100-059.000-009

AFFIDAVIT OF NAME CHANGE

Comes now Mark E. Moore, being duly sworn upon his oath, and states as follows:

1. Indiana University Health Bloomington, Inc. is one and the same as Bloomington Hospital Inc.
2. Bloomington Hospital Inc. was incorporated pursuant to the Indiana Nonprofit Corporation Act of 1991 on February 24, 1987.

RECORDED
OCT 9 1998

OCT 09 1998

RECORDED
MONROE CO., IN

820415

477 PAGE 637

Mail tax bills to: Bloomington Hospital, P.O. Box 1149, Bloomington, IN 47402

WARRANTY DEED

THIS INDENTURE WITNESSETH, That West First Street, LLC, ("Grantor"), a limited liability company organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS to Bloomington Hospital, Inc., an Indiana corporation, of Monroe County, the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

Part of Seminary Lot Number Fifty-one (51), commencing at the Southwest corner of said Seminary Lot #51, thence East on the South line a distance of fifty (50) feet; thence North on a line parallel with the West line of said lot a distance of two hundred seventy-four (274) feet; thence West on a line parallel with the South line of said Seminary Lot #51, fifty (50) feet to the West line of said Seminary Lot #51; thence South on said West line to the place of beginning.

ALSO, a part of Seminary Lot Fifty-one (51) in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Commencing at a point on the south line of said Seminary Lot 51, fifty (50) feet East of the southwest corner thereof, thence running East on the south line of said Seminary Lot, forty-nine and one-half (49-1/2) feet; thence north on a line parallel with the west line of said Seminary Lot Fifty-one (51) a distance of one hundred thirty-two feet (132); thence west on a line parallel with the south line of said Seminary Lot 51, forty-nine and one-half (49-1/2) feet to a point fifty (50) feet East of the west line of said Seminary Lot; thence south on a line parallel with the west line of said Seminary Lot to the place of beginning.

ALSO, a part of Seminary Lot Number Fifty-one (51) described as follows, to-wit: Commencing on the South line of said Seminary Lot Number Fifty-one (51) at a point Ninety-nine and one-half (99-1/2) feet East of the Southwest corner of said lot; thence East on said south line of said Lot Forty-eight (48) feet; thence North on a line parallel with the west line of said lot, one hundred thirty-two (132) feet; thence West on a line parallel with the south line of said lot, forty-eight (48) feet; thence South to the place of beginning.

SUBJECT TO THE FOLLOWING:

1. All covenants, conditions, restrictions, easements and encumbrances as shown by the recorded plat thereof, recorded in Plat Book 1, at page 6, in the office of the Recorder of Monroe County, Indiana.
2. Rights of the State of Indiana, the municipality and the public in and to that part of the land which may fall in First Street together with public utilities therein.
3. An Easement to Public Service Company of Indiana, Inc., dated January 12, 1954, and recorded February 15, 1954 in Deed Record 114, at page 624, in the office of the Recorder of Monroe County, Indiana.
4. The first installment of real estate taxes for the year 1998, due and payable in May, 1999, and all subsequent taxes and assessments.

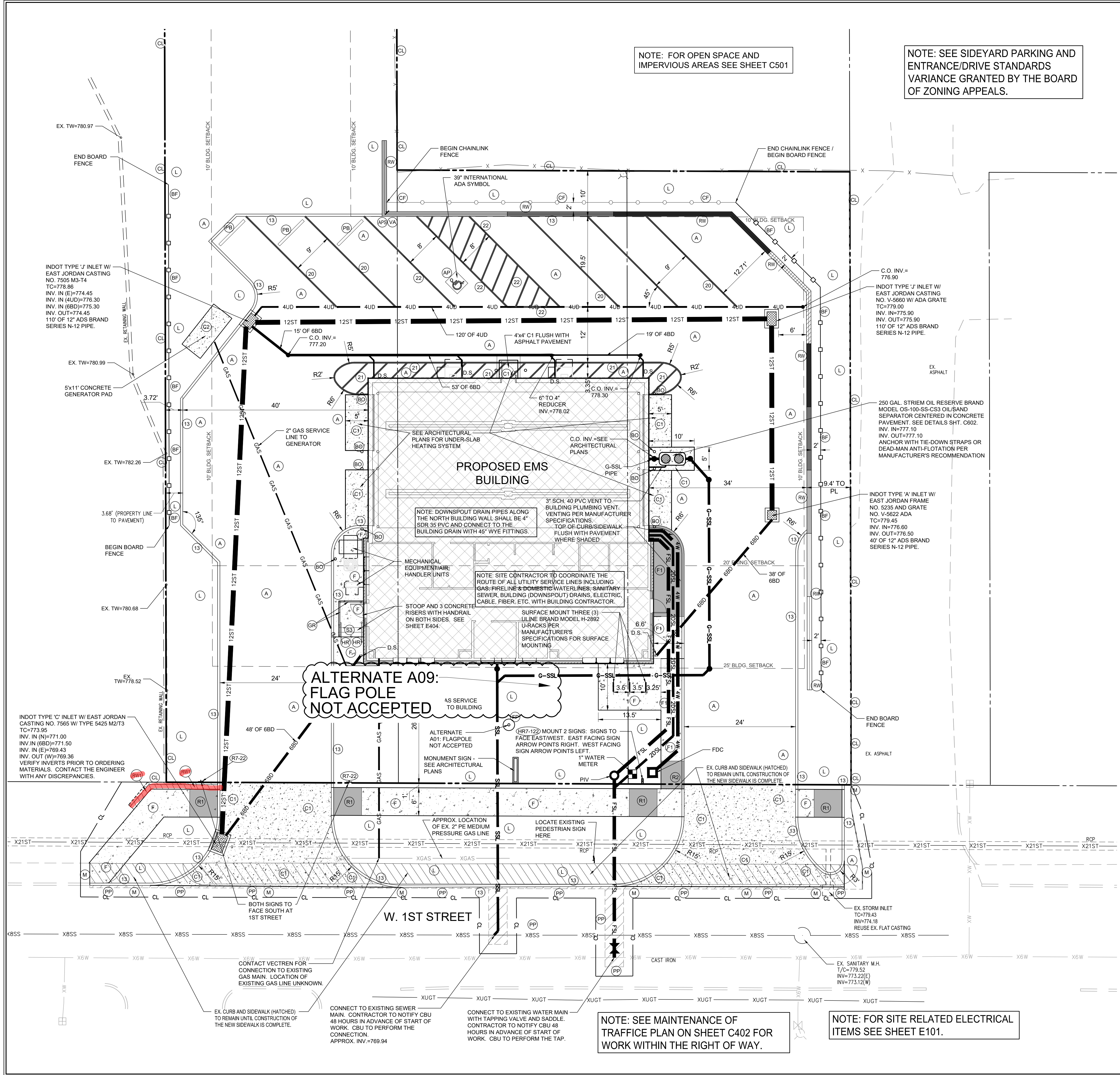
The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected member of Grantor and has been fully empowered, by proper resolution of the members of Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

015-44990-00
015-12270-00
015-46140-00

DULY ENTERED
FOR TAXATION

OCT 9 1998

Rubena H. Clark
For Monroe County, Indiana



B&B
BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

528 north walnut street
(812) 332-8030

bloomington, indiana
(812) 339-2990 (Fax)

SITE LEGEND

D.S.	DOWNSPOUT
A	ASPHALT PAVEMENT
AP	ADA ACCESSIBLE PARKING SPACE, STRIPING, AISLES, SIGNAGE AND SLOPES SHALL CONFORM WITH THE MOST STRINGENT OF FEDERAL, STATE AND LOCAL ACCESSIBLE GUIDELINES.
APS	ADA ACCESSIBLE PARKING SIGN
BF	4" TALL OPAQUE BOARD FENCE
BO	STEEL PIPE BOLLARD
C1	8-IN DEPTH CONCRETE PAVEMENT
C2	CONCRETE PAVEMENT - SEE MECHANICAL PLANS
CL	CONSTRUCTION LIMITS
CF	6 FT TALL GALVANIZED CHAINLINK FENCE
EC	END CONCRETE CURB CONSTRUCTION
F	CONCRETE SIDEWALK
F1	MONOLITHIC CONCRETE CURB AND SIDEWALK
FP	FLAGPOLE WITH LIGHT
GR	STEEL PIPE GUARDRAIL - SEE ARCHITECTURAL PLANS
HR	STEEL PIPE HANDRAIL - SEE ARCHITECTURAL PLANS
L	LAWN OR LANDSCAPED AREA
M	MATCH EXISTING CURB, SIDEWALK, PAVEMENT ELEVATIONS
PP	CONCRETE PARKING BUMPER
PL	PARKING LOT POLE LIGHT FIXTURE - SEE ARCHITECTURAL PLANS FOR LIGHTING PLAN PREPARED BY OTHERS
PP	STANDARD ROAD PAVEMENT PATCH
R#	ADA ACCESSIBLE RAMP
RW	REINFORCED CONCRETE RETAINING WALL - DESIGN BY OTHERS - SEE ALSO SHEET C602
RW	CONCRETE GRAVITY RETAINING WALL
S#	CONCRETE STAIR RISERS, #=NUMBER RISERS - SEE ARCHITECTURAL PLANS
VA	VAN ACCESSIBLE SUPPLEMENTAL SIGN
13	6-IN WIDE CONCRETE CURB
20	4-IN. WIDE SOLID WHITE PAINTED PAVEMENT MARKING
21	4-IN. WIDE SOLID YELLOW PAINTED PAVEMENT MARKING
22	4-IN. WIDE SOLID BLUE PAINTED ADA PAVEMENT MARKING
HR7-122	SGN: "VISITOR PARKING" W/ ARROW
R7-22	SGN: "EMERGENCY & AUTHORIZED VEHICLES ONLY"

GRADING LEGEND

XXX	ELEVATION CONTOUR
FL	FLOWLINE
XXX.XX	SPOT GRADE ELEVATION
XXX.XX	TOP OF CURB ELEVATION OVER PAVEMENT ELEVATION
FF=XXX.XX	FINISH FLOOR ELEVATION
FG=XXX.XX	FINISH EARTH GRADE ELEVATION
FGH=XXX.XX	FINISH GRADE ELEVATION ON HIGH SIDE OF RETAINING WALL
FGL=XXX.XX	FINISH GRADE ELEVATION ON LOW SIDE OF RETAINING WALL
FW=XXX.XX	FINISH TOP OF SIDEWALK ELEVATION
TC=XXX.XX	FINISH TOP OF CASTING AT FLOWLINE
TW=XXX.XX	FINISH TOP OF RETAINING WALL ELEV.

UTILITY LEGEND

D.S.	DOWNSPOUT
4BD	4" SDR 35 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
6BD	6" SDR 35 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
FSL	POLYETHYLENE ENCASED DIP FIRE SERVICE LINE (PRIVATELY OWNED) TO BE SIZED BY THE FIRE SUPPRESSION ENGINEER
4UD	4" DUAL WALL TYPE 'S' PERFORATED HOPE PIPE WRAPPED IN A FILTER SOCK
4W	4" POLYETHYLENE ENCASED DIP WATER LINE (PRIVATELY OWNED) TO FIRE DEPT. CONNECTION F.D.C.
2DSL	2" SDR-9 250 PSI BLUE ULTRA CTS WATER PE PIPE DOMESTIC WATER SERVICE LINE
F.D.C.	FIRE DEPARTMENT "STORZ" CONNECTION
P.I.V.	POST INDICATING VALVE
12ST	12" ADS BRAND SERIES N-12 HOPE STORM SEWER PIPE (PRIVATELY OWNED)
SSL	6" SDR 35 PVC SANITARY SEWER LATERAL (PRIVATELY OWNED)
G-SSL	6" SDR 35 PVC GREASE LATERAL (PRIVATELY OWNED)
GAS	GAS SERVICE LINE
ELEC	ELECTRIC/DATA SERVICE LINE - SEE NOTE THIS SHEET

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

SCSO
8831 Keystone Crossing, Indianapolis, IN 46240
317.846.7800 | colic@scso.net

HEALTH

PROJECT:
INDIANA UNIVERSITY HEALTH
EMS DOWNTOWN STATION

100% CONSTRUCTION ISSUE SET
914 W 1ST ST Bloomington, Indiana 47403

Issue Date
05/12/2021

Drawn By
jbt

Checked By
jsf

Drawing Title:
SITE PLAN

Certified By:

Drawing Number:
C301

Project Number:
19039.1

NOTE: FOR OPEN SPACE AND IMPERVIOUS AREAS SEE SHEET C501

NOTE: SEE SIDEYARD PARKING AND ENTRANCE/DRIVE STANDARDS VARIANCE GRANTED BY THE BOARD OF ZONING APPEALS.

NOTE: SEE MAINTENANCE OF TRAFFICE PLAN ON SHEET C402 FOR WORK WITHIN THE RIGHT OF WAY.

NOTE: FOR SITE RELATED ELECTRICAL ITEMS SEE SHEET E101.

SCALE: 1"=10'



**BOARD OF PUBLIC WORKS
RESOLUTION 2022-34
Encroachment with Indiana University Health Bloomington, Inc.**

WHEREAS, Indiana University Health Bloomington, Inc. (hereinafter "Owner") owns the real property at 914 W. 1st Street, which real estate is more particularly described in a deed recorded as Instrument No. 2014007997, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, the following type of encroachment over and upon the public right of way is adjacent to the Property: concrete retaining wall; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
2. The encroachments shall not deviate from the design which are depicted in Exhibit A and Exhibit B of this Resolution. Exhibit A and Exhibit B are attached hereto and incorporated herein by reference as though fully set forth.
3. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any

additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

6. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office.
7. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other

persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

11. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
12. Brian T. Shockney, President of Indiana University Health Bloomington, Inc., Owner, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2022-34 this _____ day of _____, 2022.

CITY OF BLOOMINGTON

**Indiana University Health Bloomington,
Inc.**

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Brian T. Shockney, President

By: _____
Elizabeth Karon, Member

Date: _____

By: _____
Jennifer Lloyd, Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and Jennifer Lloyd of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this _____ day of _____,
20____.

Resident of _____ County	_____
	Notary Public Signature
My Commission #: _____	_____
	Printed Name
My Commission expires: _____	

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Brian T. Shockney, President of Indiana University Health Bloomington, Inc., who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this _____ day of _____,
20____.

Resident of _____ County	_____
	Notary Public Signature
My Commission #: _____	_____
	Printed Name
My Commission expires: _____	

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

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



Board of Public Works Staff Report

Project/Event:	Request to approve Resolution 2022-40 Agreement for the encroachment of window wells with flood mitigation walls, driveway, deck, deck access stair, accessible ramp with railings and stairs, and adjacent concrete walk
Staff Representative:	Emily Herr
Petitioner/Representative:	Harstad Realty Group, LLC / Dave Harstad, Owner Sam DeSollar, Architect
Date:	June 21, 2022

Report: The property owners of 403 E 4th Street are requesting to renovate site elements that exist in the right-of-way and to establish these as recorded encroachments. Site elements that are in the right-of-way that will either be renovated or remain as existing are the parking area, window wells with flood mitigation walls, deck, deck access stair, accessible ramp with railings and stairs, and an adjacent concrete walk. The property owners are requesting approval to encroach into the right-of-way with these existing elements and to renovate some of these elements at 403 E 4th Street.

The work described above within the right-of-way will require a ROW Use Permit. The petitioner intends on staging their construction equipment in the existing parking area so they will not be requesting a sidewalk or lane closure. If approved and once a ROW Use permit is granted, the petitioner will confirm that their start date or work does not interfere with the Hidden River project.

Sam DeSollar, architect

731 E. University Street
Bloomington, Indiana 47401

08 June 2022

To:

Board of Public Works
City of Bloomington, Indiana

Re:

Encroachment Items
403 E. 4th Street

Below is a description of the items of encroachment that have been indicated on the attached site plan and building elevations as being located in the public right of way.

1. Flood Mitigation Walls

The project has (4) locations where flood mitigation walls top existing window wells in the ROW. Walls are to be three courses of split face block, approximately 24" high.

2. Deck, deck access stair and walk

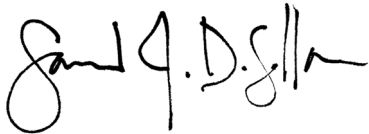
The project proposes a +/- 200 sft deck with composite decking, rail and stair, and adjacent concrete walk in the ROW.

3. Accessible Ramp

An existing accessible ramp and associated landings and walks within the ROW are proposed to be removed, and a new, reconfigured accessible ramp with new concrete landing pads and connector walks are proposed in the ROW.

Attached please find a site plan illustrating the above referenced encroachments. Please feel free to contact me if you have any questions or comments regarding the above items.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam DeSollar', with a stylized flourish at the end.

Sam DeSollar, architect

Grantee's Address/ Send Tax Statements to:

1685 S. Twin Oaks Valley
Bloomington IN 47403

Parcel # 53-05-33-310-178.000-005

COMPANY WARRANTY DEED

THIS INDENTURE WITNESSETH, that Harvey Real Estate LLC, an Indiana Limited Liability Company, hereinafter referred to as Grantor, **CONVEYS AND WARRANTS** to Harstad Realty Group, LLC, an Indiana Limited Liability Company, hereinafter referred to as Grantee, of Monroe County, Indiana, for consideration, the following described real estate in Monroe County, in the State of Indiana, to-wit:

A part of Lot 105 in the original plat of the City of Bloomington, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 105 marked by a rebar stamped Deckard; thence North 00 degrees 00 minutes 00 seconds East along the west line of said Lot 105 for a distance of 72.03 feet to a stone found; thence South 89 degrees 42 minutes 49 seconds East for a distance of 38.87 feet to a railroad spike found; thence South 00 degrees 00 minutes 00 seconds East for a distance of 72.03 feet to the south line of said Lot 105 and a rebar found stamped Bynum Fanyo; thence North 89 degrees 45 minutes 11 seconds West along the South line of said lot for a distance of 38.87 feet to the Point of Beginning, containing 2799.8 square feet more or less.

Commonly known as 403 E. 4th Street, Bloomington, Indiana.

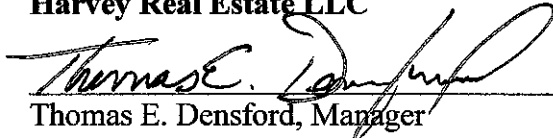
SUBJECT TO the right of way of 4th Street and Grant Street, and any and all encroachments, easements, rights of way, real estate taxes, and conditions and limitations of record.

SUBJECT TO all encumbrances and conditions of record, described a Boundary Survey prepared by Eric Deckard, Registered Land Surveyor No. LS29900012, certified on June 27, 2011.

The undersigned person executing this deed represents and certifies on behalf of the Grantor, that the undersigned is a Manager of the Grantor and has been fully empowered by proper resolution, to execute and deliver this deed; that the Grantor is a Company in good standing in the State of Indiana and is vested with full authority and capacity to convey the real estate described; and that all necessary company action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor, Harvey Real Estate LLC, executes this *Company* Warranty Deed, this 23RD day of May, 2019.

Harvey Real Estate LLC

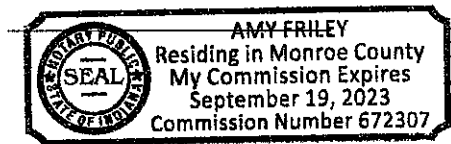

Thomas E. Densford, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the Undersigned, a Notary Public in and for said County and State, personally appeared Thomas E. Densford, Manager of Harvey Real Estate LLC, who acknowledged the execution of the foregoing *Company Warranty Deed* to be his free and voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and notarial seal this 23rd day of May, 2019.

My Commission Expires:



Signature: _____

Printed: Amy Friley
Residing in Monroe County, Indiana

This instrument prepared by: Thomas E. Densford, **Bauer & Densford**, Attorneys at Law, 608 W. Third Street, Post Office Box 1332, Bloomington, Indiana, 47402-1332, (812) 334-0600, tom@bauerdensford.com from information provided by the Grantor and from public records and the preparer makes no warranty as to title, legal description or about any other matter concerning the subject real estate.

Thomas E. Densford affirms under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.



Map of the Project Site area in San Francisco. The map shows the intersection of South Grant Street and East 4th Street. The Project Site is highlighted in a black rectangle. Surrounding areas are shaded in light blue and yellow. A scale bar indicates 50 ft, and a north arrow is present.

Assessors' Parcel Number: 53-05-33-310-178.000-005
Project Address: 403 E. 4th Street, Bloomington, IN
Owners: Harstad Realty Group, LLC

Project Scope:
The proposed removal of existing paving, existing guardrails and handicapped access ramp, and the installation of (5) CMU window well extensions to mitigate flooding hazards, and the construction of an expanded deck, and a new exterior accessible ramp and stair.

Occupancy: Commercial / Residential

City of Bloomington Planning Information
The subject lot is zoned MD-UV, Lot Area 2,788 SF
Building is not listed on the 2018 Bloomington Historic Sites and Structures Survey
and is assumed to be "Non-Contributing."
It is located in the Restaurant Row Historic District.

Proposed modifications were approved by the Bloomington Historic Preservation Commission on 18 January, 2022, COA 22-01.

Existing access ramp and some window wells are currently outside the property boundaries in the right of way. Proposed deck and new ramp, and affected window wells are outside the property boundaries in the right of way.

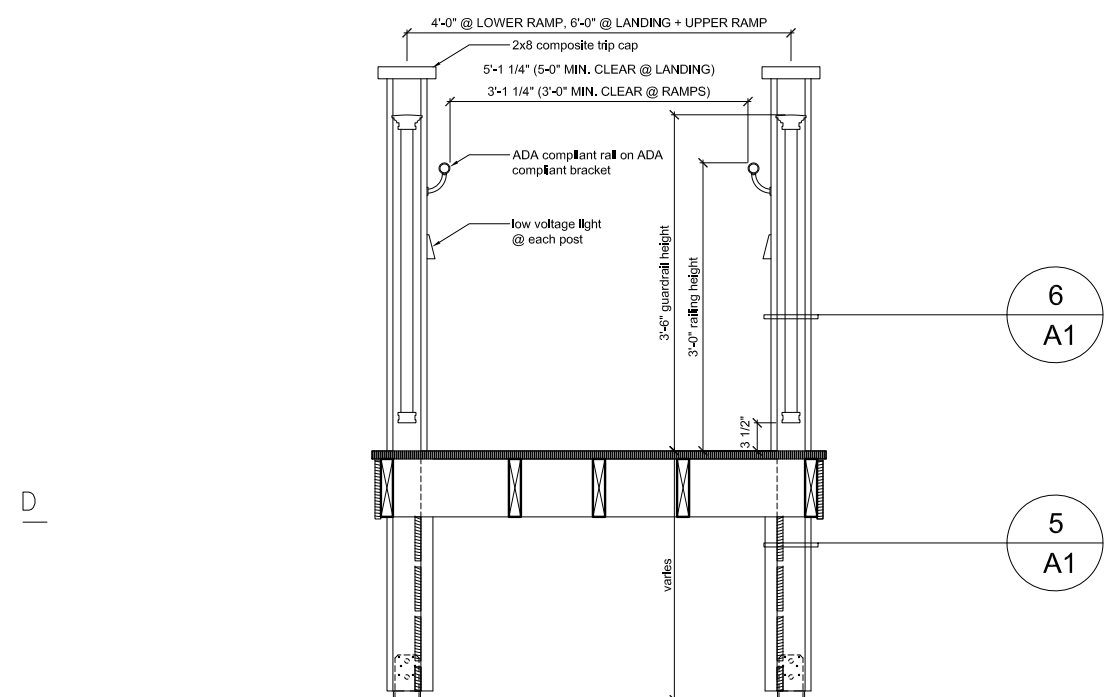
Outline Specification

1. Match existing siding, trim, exterior wall lights, and guardrails.
2. Garage door to be Clopay "Grand Harbor" insulated garage door with tempered glazing.
3. Access door to be 3068 Thermatru craftsman paneled door with tempered glazing as shown.
4. Provide low voltage floor lighting at each new guardrail post as shown. Lighting to be controlled by photocell. Cutoff switch and transformer to be located per Owner.
5. Locate switch for new entry door lighting in new wall on interior strike side of door..
6. Custom recessed mirrored Medicine Cabinet in painted wood supplied by owner.
7. Custom Tempered Glazed Shower Enclosure + Door with frosted glass, chrome hardware, fit to 32" x 48" prefab shower pan.

GENERAL NOTES, continued

- Contractor to verify specified dimensions on site. Bring any discrepancies to the immediate attention of the architect.
- Where details are not specifically indicated, similar details (or description) shall apply. Any desired modifications, or openings in structural members, should be discussed with and approved by the architect or engineer before proceeding.
- Drawings of existing conditions are to be used as guidelines. Any errors, omissions or conflicts found in various parts of construction shall be brought to the architect's attention prior to proceeding with construction.
- Wood in contact with concrete to be pressure treated, redwood or treated, separated from concrete with 15 lb. building paper. Plywood in contact with concrete to be pressure treated or separated from concrete with 15lb. building paper.
- Coordinate all site work with City and Utility officials. Strip all existing utilities prior to beginning work.
- Elevations and dimensions from site measurements, and assumes elevation of existing public sidewalk to remain unchanged.

END



GENERAL NOTES

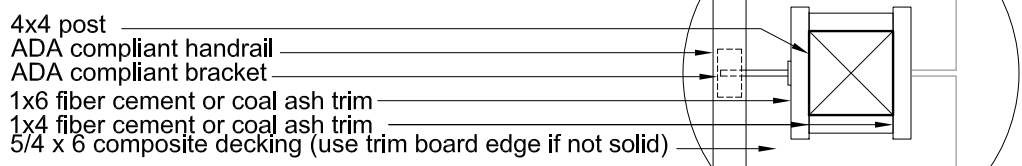
- All work shall conform to the Indiana Residential Code, Indiana Electrical Code, Indiana Plumbing Code and Monroe County Building Codes.
- The contractor shall guarantee workmanship and materials for a period of one year after substantial completion, inspection and acceptance of the work.
- The general contractor shall call for all architectural, structural and governmental inspections as required and as in these specifications.
- All manufactured materials and equipment shall be installed per manufacturer's instructions or as described in the specifications. Substitutions of materials or equipment for those designated may be made only upon approval of the architect or Owner.
- The contractor shall be responsible for coordination of all building systems including but not limited to: architectural, structural, landscape, mechanical and electrical systems.
- The contractor shall inspect the existing premises and take note of existing conditions prior to submitting prices. No claim for additional fees will be allowed for difficulties encountered which could have reasonably been inferred from such an examination.
- Written dimensions and notes take precedence over scaled dimensions and line drawings. **DO NOT SCALE DRAWINGS.** Also refer to the written specifications.

(cont.)

7 Ramp Section

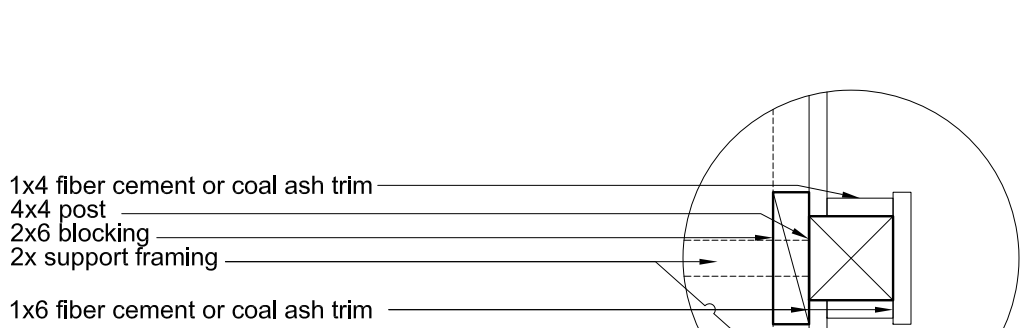
Scale: 1/2" = 1'-0"

ALL EXTERIOR WOOD TO BE PTD
UNLESS NOTED OTHERWISE



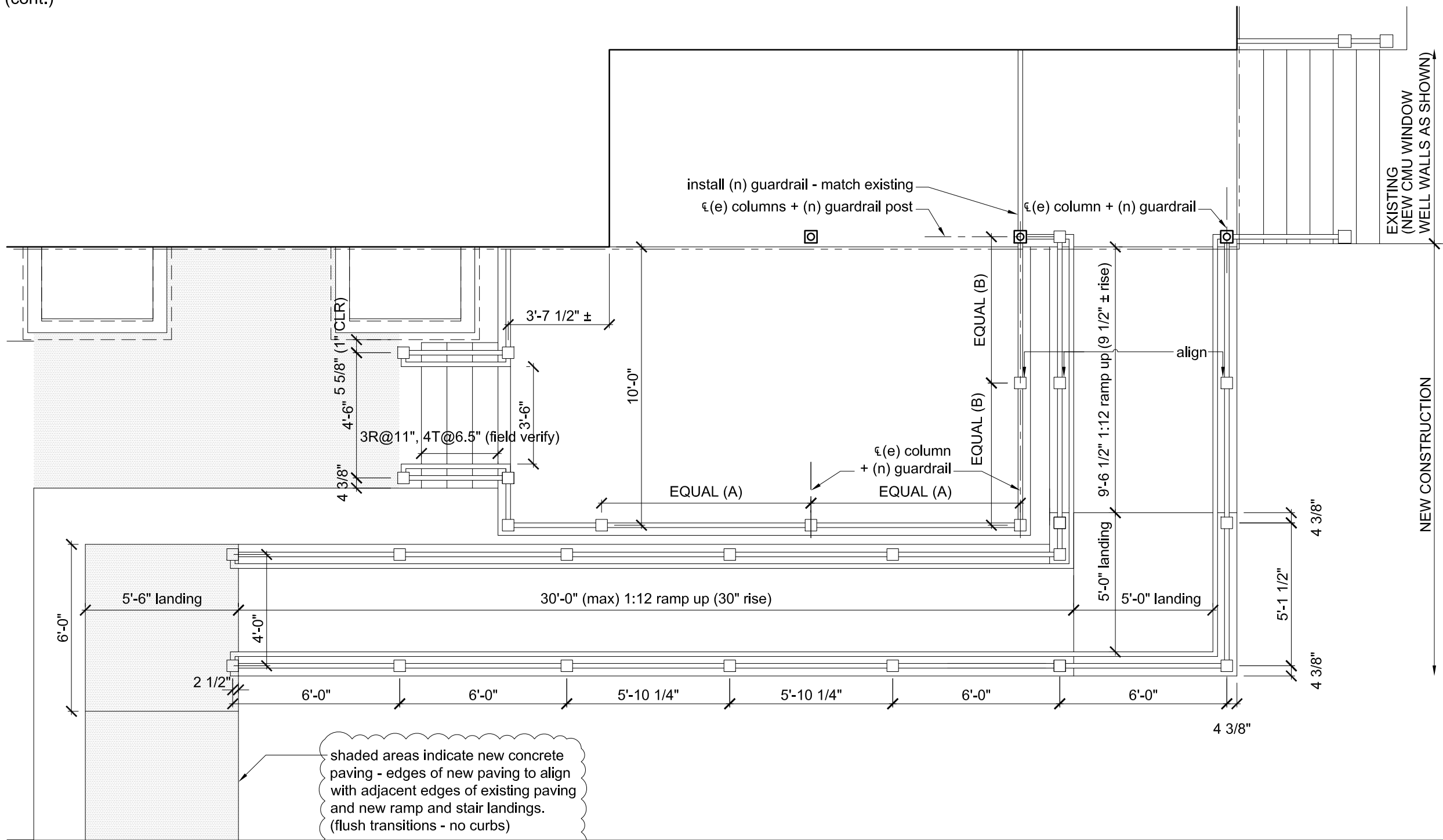
6 Post Above Decking

Scale: 1-1/2" = 1'-0"



5 Post Below Decking

Scale: 1-1/2" = 1'-0"

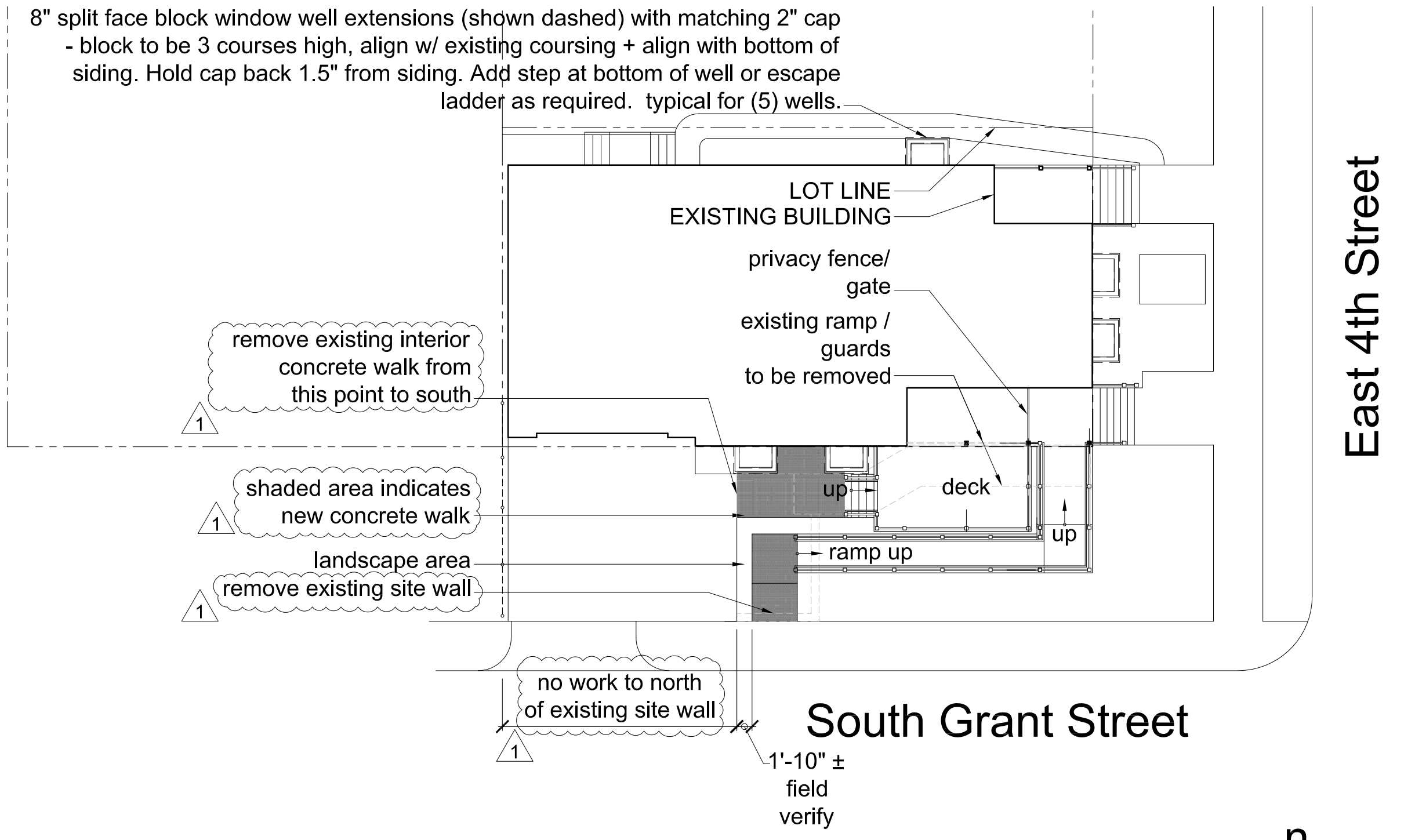


2 Deck Plan

Scale: 1/4" = 1'-0"

Partial South Elevation

Scale: 1/4" = 1'-0"



Site Plan

Scale: 1/16" = 1'-0"

East 4th Street

Licensed Architect
Samuel Joseph DeSollar
AR-10900094
Expires:
31 December 2023
State of Indiana

Sam DeSollar
architect
731 E. University Street
Bloomington, IN
47401
t 510.207.1588

project
**Harstad
Realty Group
LLC**
403 East 4th Street
Bloomington, IN
47408

drawing title
exterior
renovations
scale:
as noted
date: 01 December 2021
sheet no.

1 of 1
sheets **A1**

A1



West Elevation (S. Grant Street - areas of Encroachment Request shown in RED)

403 E. 4th Street Encroachment Request

403 E. 4th Street, Bloomington, IN
Existing Conditions



South Elevation (E. 4th Street - areas of Encroachment Request shown in RED)

403 E. 4th Street Encroachment Request

403 E. 4th Street, Bloomington, IN
Existing Conditions

08 June 2022

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-40
Encroachment with Harstad Realty Group, LLC**

WHEREAS, Harstad Realty Group, LLC (hereinafter "Owner") owns the real property at 403 E. 4th Street, which real estate is more particularly described in a deed recorded as Instrument No. 2019007233, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, Owner wishes to renovate existing site elements that are over and upon the public right of way including: window wells with flood mitigation walls, deck, deck access stair, accessible ramp with railings and stairs, and an adjacent concrete walk; and

WHEREAS, the existing parking area will not be renovated but will be included in the encroachment agreement to establish a record of it in the public right of way; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
2. The encroachments shall not deviate from the design which are depicted in Exhibit A and Exhibit B of this Resolution. Exhibit A and Exhibit B are attached hereto and incorporated herein by reference as though fully set forth.
3. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.

5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office.
7. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this

Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

11. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
12. Dave Harstad of Harstad Realty Group, LLC, Owner, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2022-40 this _____ day of _____, 2022.

CITY OF BLOOMINGTON

Harstad Realty Group, LLC

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Dave Harstad, Manager

By: _____
Elizabeth Karon, Member

Date: _____

By: _____
Jennifer Lloyd, Member

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and Jennifer Lloyd of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this _____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Dave Harstad, Manager of Harstad Realty Group, LLC, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this _____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

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

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



Board of Public Works Staff Report

Project/Event: Award Construction Agreement for Hopewell Phase I East Demolition Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Date: June 21st, 2022

Report: This project shall include the demolition of existing houses and buildings on the Hopewell Phase I East Site. Bids were opened at a public meeting on June 6th, 2022. The City received five bids:

- Bluestone Tree- \$104,000.00
- Omega III LLC- \$498,917.64
- Renascent, Inc.- \$588,775.02
- Multicraft Electric LLC- \$703,000.00
- Dore & Associates Inc.- \$766,124.00

Renascent, Inc. was the lowest responsive and responsible bidder. Construction is anticipated to begin in June or July of 2022. This project is TIF funded and will require RDC approval.

City of Bloomington Contract and Purchase Justification Form

Vendor: Renascent, Inc.

Contract Amount: \$587,148.67

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 type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" 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: 5

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

The two lowest bids were not responsive per Indiana State Code. The third lowest bid was then selected.

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

Renascent, Inc. was the lowest responsive and responsible bidder.

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

RENASCENT, INC.

FOR

HOPEWELL PHASE I EAST DEMOLITION PROJECT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the demolition of houses and buildings at the Hopewell Phase I East Site (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02. All work required under this Agreement shall be substantially completed by the CONTRACTOR within sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04. CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her 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 or her 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 or her 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 or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR’S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05. Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker’s Compensation & Disability	Statutory Requirements
B. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the aggregate

General Aggregate Limit (other than Products/Completed Operations)

	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. 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. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

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

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

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

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

- a. Has formulated its own Affirmative 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.

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.

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

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

5.09. Workmanship and Quality of Materials

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

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

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

5.10. Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Renascent, Inc.
Attn: Matt Smethurst	Linda Campbell, President
P.O. Box 100 Suite 130	935 West Troy Avenue
Bloomington, Indiana 47402	Indianapolis, Indiana 46225

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

5.19. Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Secretary

Printed Name

John Hamilton, Mayor of Bloomington

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

HOPEWELL PHASE I EAST DEMOLITION PROJECT

This project shall include, but is not limited to, the demolition of existing houses and buildings on the Hopewell Phase I East Site, as well as the removal of trees, sidewalks, retaining walls, fencing, contaminated materials, and contaminated soil from the site. Work shall be completed as shown on the plans and specifications included with this packet and by the most recent INDOT Specifications.

ATTACHMENT 'B'

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

STATE OF INDIANA)
COUNTY OF MARION) SS:

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	20' Trench Box	Day	\$300	1	\$300
B.					
C.					
D.					
				Total	\$ \$300

Method of Compliance (Specify) Follow IOSHA 29 CFR 1926 Subpart P

Date: June 2, 2022

Linda Campbell
Signature

Linda Campbell
Printed Name



STATE OF INDIANA)
) SS:
COUNTY OF MARTIN)

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL and acknowledged the execution of the foregoing this 2ND day of JUNE, 2022.

My Commission Expires: FEB. 05, 2024

George R. Hall Jr.
Signature of Notary Public

County of Residence: MARTIN

GEORGE R. HALL JR.
Printed Name of Notary Public

Commission #: NP0677961

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

E-Verify AFFIDAVIT

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

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

Signature

Linda Campbell

Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL and acknowledged the execution of the foregoing this 2ND day of JUNE, 2022.

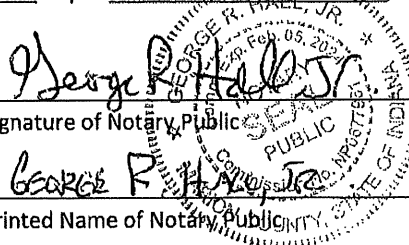
My Commission Expires: FEB. 05, 2024

County of Residence: MARION

My Commission #: NP0677961

Signature of Notary Public

Printed Name of Notary Public



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

AFFIDAVIT

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

1. The undersigned is the President of
 (job title)
 Renascent, Inc.
 (company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Linda Campbell
Signature

Linda Campbell
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF MARTIN)

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL
and acknowledged the execution of the foregoing this 2nd day of JUNE, 2022.

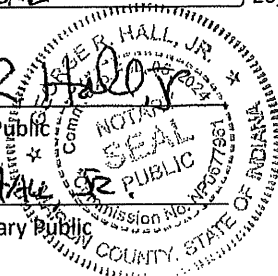
My Commission Expires: FEB. 05, 2024

County of Residence: MARTIN

My Commission #: NP0677961

Signature of Notary Public

Printed Name of Notary Public



Project Title : Hopewell Phase I East Demolition

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$8,390.00	\$8,390.00
002	110-01001	MOBILIZATION & DEMOBILIZATION	1	LS	\$12,550.00	\$12,550.00
003	201-01015	CLEARING & GRUBBING	1	LS	\$20,835.00	\$20,835.00
004	201-02245	TREE 6 IN. REMOVE	103	EA	\$347.00	\$35,741.00
005	201-02250	TREE 10 IN. REMOVE	52	EA	\$405.00	\$21,060.00
006	201-02255	TREE 18 IN. REMOVE	29	EA	\$636.00	\$18,444.00
007	201-02260	TREE 30 IN. REMOVE	7	EA	\$1,736.00	\$12,152.00
008	201-02265	TREE 48 IN. REMOVE	1	EA	\$3,240.00	\$3,240.00
009	202-01000	STRUCTURES & OBSTRUCTIONS, REMOVE	2	EA	\$5,923.00	\$11,846.00
010	202-03000	HOUSES & BUILDINGS, PARCEL NO. 1, REMOVE	1	LS	\$20,730.00	\$20,730.00
011	202-03000	HOUSES & BUILDINGS, PARCEL NO. 2, REMOVE	1	LS	\$17,625.00	\$17,625.00
012	202-03000	HOUSES & BUILDINGS, PARCEL NO. 3, REMOVE	1	LS	\$17,265.00	\$17,265.00
013	202-03000	HOUSES & BUILDINGS, PARCEL NO. 4, REMOVE	1	LS	\$17,270.00	\$17,270.00
014	202-03000	HOUSES & BUILDINGS, PARCEL NO. 5, REMOVE	1	LS	\$24,000.00	\$24,000.00
015	202-03000	HOUSES & BUILDINGS, PARCEL NO. 6, REMOVE	1	LS	\$7,325.00	\$7,325.00
016	202-03000	HOUSES & BUILDINGS, PARCEL NO. 7, REMOVE	1	LS	\$21,125.00	\$21,125.00
017	202-03000	HOUSES & BUILDINGS, PARCEL NO. 8, REMOVE	1	LS	\$12,850.00	\$12,850.00
018	202-03000	HOUSES & BUILDINGS, PARCEL NO. 9, REMOVE	1	LS	\$82,000.00	\$82,000.00
019	202-03000	HOUSES & BUILDINGS, PARCEL NO. 10, REMOVE	1	LS	\$95,000.00	\$95,000.00
020	202-03000	HOUSES & BUILDINGS, PARCEL NO. 11, REMOVE	1	LS	\$28,500.00	\$28,500.00
021	202-03000	HOUSES & BUILDINGS, PARCEL NO. 12, REMOVE	1	LS	\$20,590.00	\$20,590.00
022	202-03135	REG. ASBESTOS CONTAINING MTRLS, REMOVE	210	SF	\$9.95	\$2,089.50
023	202-03729	REG. ASBESTOS CONTAINING MTRLS, REMOVE	330	LFT	\$5.45	\$1,798.50
024	202-05551	REGULATED MATERIALS, REMOVE, TYPE C	100	TON	\$47.30	\$4,730.00
025	202-05556	REGULATED MATERIALS, TRANSPORT, TYPE C	100	TON	\$37.70	\$3,770.00
026	202-07603	TESTING FOR WASTES, TYPE C	4	EA	\$415.00	\$1,660.00
027	202-52710	SIDEWALK, CONCRETE, REMOVE	194	SYS	\$11.70	\$2,269.80
028	202-90747	RETAINING WALL, REMOVE	95	LFT	\$14.90	\$1,415.50



Project Title : Hopewell Phase I East Demolition

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
029	202-91922	STUMP, REMOVE	16	EA	\$100.00	\$1,600.00
030	202-96430	FENCE & POSTS, REMOVE	401	LFT	\$1.72	\$689.72
031	205-06933	TEMPORARY INLET PROTECTION	12	EA	\$110.00	\$1,320.00
032	205-06937	TEMPORARY SILT FENCE	3405	LFT	\$2.15	\$7,320.75
033	205-09543	NO. 2 STONE	35	TON	\$30.00	\$1,050.00
034	205-11587	TEMPORARY GEOTEXTILE	127	SYS	\$2.75	\$349.25
035	205-12616	STORMWATER MNGMNT IMPLEMENTATION	1	LS	\$2,300.00	\$2,300.00
036	603-03398	FENCE RELOCATE	128	LFT	\$2.70	\$345.60
037	603-11001	FENCE GATE, CHAIN LINK, 72 IN. X 28 FT.	3	EA	\$200.00	\$600.00
038	603-92230	FENCE, CHAIN LINK, SECURITY, 72 IN.	2135	LFT	\$10.20	\$21,777.00
039	109-08359	LIQUIDATED DAMAGES	1	DOL	\$1.00	\$1.00
040	211-02050	B BORROW	70	CYS	\$38.60	\$2,702.00
041	621-06560	MULCHED SEEDING U	12418	SYS	\$1.30	\$16,143.40
042	N/A	REMOVAL/DISPOSAL EXCESS HOUSE WASTE	150	CYS	\$41.90	\$6,285.00

TOTAL PROJECT BID:	\$588,755.02
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Bidder acknowledges that

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Contractor:
Printed Name and Title:
Signature:

Renacent, Inc.
Linda Campbell, President



SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He or she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at June this Second day of 2022

By Renascent, Inc.
(Name of Organization)
Linda Campbell
President
(Title of Person Signing)

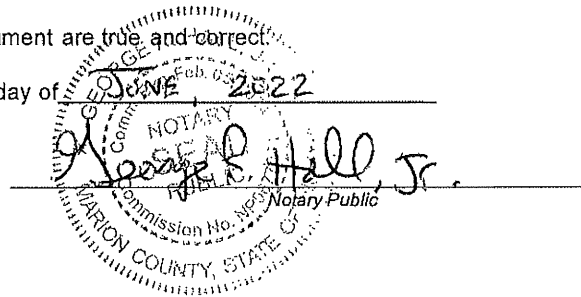


ACKNOWLEDGEMENT

STATE OF INDIANA)
) ss
COUNTY OF MARION)

Before me, a Notary Public, personally appeared the above-named Linda Campbell and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 2nd day of JUNE, 2022



My Commission Expires: FEB. 25, 2024

County of Residence: MARION

My Commission #: NP0677961

ESCROW AGREEMENT

Hopewell Phase 1 East Demolition

THIS ESCROW AGREEMENT is made and entered into this 21st_ day of June, 2022, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Renascent, Inc. (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 21st day of June, 2022, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof,

such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged

and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: Renascent, Inc.
Address: 935 West Troy Avenue
City/State: Indianapolis, IN 46225
Attn: Linda Campbell, President

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____
Amy Kaiser, Vice President,
Treasury Management Services

AUTHORIZATION TO RELEASE ESCROW FUNDS

_____(Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Amy Kaiser, Vice President, Treasury Management Services

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of April 12th, 2022, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project:

17th Hopewell Phase 1 East Demolition

Account Holder/Contractor: Renascent, Inc.

Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Andrew Cibor, City Engineer
City of Bloomington

By: _____

Printed Name: _____

Title: _____

Reviewed and Approved By:

Jeffrey Underwood, Controller
City of Bloomington

Escrow Agent
First Financial Bank

Dated: _____

By: _____
Amy Kaiser, Vice President,
Treasury Management Services



Board of Public Works Staff Report

Project/Event: Design Contract Modification #4 for the B-Line Extension Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten, Senior Project Manager

Date: 06/21/2022

Report: This modification to the design contract for the B-Line Extension will add design services for an extension of a sanitary sewer main, as well as right of way services for an unexpected property discrepancy. The contract amount prior to this modification is \$883,699.00. This modification will add \$7,647.00 to the contract for a final not to exceed amount of \$891,346.00. This contract is TIF funded and requires RDC approval.

City of Bloomington Contract and Purchase Justification Form

Vendor: AZTEC Engineering Group, INC

Contract Amount: \$891,346.00

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 type="checkbox"/> Sole Source	<input checked="" 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:	Yes	No	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Services contract based on the most qualified provider.	
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:

This is a modification to a previously approved contract.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

ADDENDUM #4 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
AZTEC ENGINEERING GROUP, INC. (“Consultant”)

This Addendum #4 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. (“Agreement”) for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“Board”) and the Consultant states: “The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract.” The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit H, which is attached to this Addendum and incorporated herein.
2. Compensation: The Additional Services are in the amount of Seven Thousand, Six Hundred Forty-Seven dollars (\$7,647.00) as specified in Exhibit H. The Additional Services increase the design cost of the Project to a total amount of Eight Hundred Ninety-One Thousand, Three Hundred Forty-Six dollars (\$891,346.00).
3. Schedule: Revises design delivery schedule in accordance with the schedule provided in Exhibit H.
4. In all other respects, the Agreement and the Addendum shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

By: _____

Kyla Cox Deckard, President

Board of Public Works

Date: _____

By: _____

Andrew Cíbor, PE, PTOE

City Engineer

Engineering Department

Date: _____

By: _____

Beth Cate

Corporation Counsel

Date: _____

CONSULTANT

By: _____

Adrian Reid, P.E.

Associate Vice President, AZTEC

Date: _____

Exhibit H

Additional Services

A. *Additional design services*

Additional services by AZTEC during the design were necessary to complete plans. Exhibits E, F, and G included in Contract Addenda #1 through #3 included additional services that included ROW staking, supplemental survey, route plat survey, geotechnical investigation, a waters report, environmental services, revised ROW acquisition services, and additional design services. Exhibit H adds the following to the design contract:

Additional design services covering work completed under the design contract. To date, these services include

1. Design of a sanitary sewer extension along the west side of Fountain Drive. The extension replaces a segment of sanitary sewer force main.
2. Reallots unused subconsultant budgets for additional design services and ROW services related to two gap parcels.

The additional design services totals **\$7,647.**

B. *Revised Right-of-Way Acquisition Services*

Addendum #3 included administrative costs to manage the subconsultants, additional appraisal services for Parcel 16, and updates to Title Search and Appraisals.

Addendum #4 reallocates unused budget from other subs to address additional ROW services for two gap parcels on Fountain Drive with no additional increase in overall fees.

D. *Schedule Update*

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ORIGINAL ESTIMATED DATE (CONTRACT)	CONTRACT UPDATE – Add.#1 (12/11/18)	CONTRACT UPDATE – Add. #2 (8/6/19)	CONTRACT UPDATE – Add. #3 (09/14/2020)	CONTRACT UPDATE – Add. #4 (06/01/2022)
Notice to Proceed	December 15, 2017	No change	No change	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 st Public Meeting	No change	No change	No change
Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change	No change	No change
Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019	No Change	No Change
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change	No Change	No Change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019	No Change	No Change
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019	March 2021	No Change
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020	March 2021	TBD
Stage III (100%) Plans	May 29, 2020	No change	No change	October 2021	December 2022
Bid Opening/Award	November 2020	No change	No change	November 2021	May 2023

Exhibit H

Index of Appendices

- H.1. Addendum #04 Fee Estimate
- H.2. Master Contract Fee Estimate including Addendum #04

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
320 W. 8th Street, Suite 100
Bloomington, IN 47404
Phone: 812-717-2555

Project Name: B-Line Extension Project
City Project Number: DES#1700735
AZTEC Project No.: INMUN1716
Date: June 1, 2022
Revision: 0

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension - Supplement Request #4

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	2	\$ 181.47	\$ 363
Senior Project Engineer	0	\$ 181.47	\$ -
Project Engineer	18	\$ 155.82	\$ 2,805
Engineer/Designer	0	\$ 136.79	\$ -
Technician/Drafter	52	\$ 86.14	\$ 4,479
Project Assistant/Admin.	0	\$ 61.30	\$ -
Totals	72		\$ 7,647

Total Estimated Labor - AZTEC \$ 7,647

DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery
EDR Radius Report
Display boards for Public Meetings (2 meetings @ \$500 per meeting)

Total Direct Expenses - AZTEC \$ -

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey
Hydrogeology - Karst Investigation
Earth Exploration - Geotechnical Investigation, Pavement Design
Little River Consulting - Ecological investigation + Waters Report
Green 3 - Archaeological Investigation

\$ -

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services

Subconsultant Sub-total (Lump Sum) \$ -

Total Estimated Contract Value \$ 7,647



Adrian Reid, P.E., Associate Vice President

6/1/2022

DATE

TEAM AZTEC
B-Line Extension Project
PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL
Supplement Request #4

5. UTILITY & RAILROAD COORD., UTILITY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Utility Conflict Assessment/Documentation following INDOT guidelines		n/a		0						
Meetings with utility companies (1 mtgs./util. @ 7 utilities @ 1 persons @ 1 hr.)				0						
Railroad coordination/Documentation with INDOT RR staff				0						
Initial Notice Phase				0						
Verification Phase				0						
Conflict Analysis Phase				0						
Work Plans Phase				0						
Agreement Phase				0						
Utility Construction Phase				0						
Fiber Conduit Detail Sheets & General Notes				0						
Fiber Conduit Plan & Profile Sheets				0						
Sanitary Sewer Design - Replace segment of 3" & 6" FM (P&P)		4	15	60	2		16		42	
Sanitary Sewer Design - Replace segment of 3" & 6" FM (X-Sect)		8	1.5				2		10	
Subtotal Utility Items		0		0	2	0	18	0	52	0
10. GENERAL ADMINISTRATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (12 months @ 4 hrs/mo)				0						
Additional Admin of Subs and Project Control (6 months @ 12 hours/month)				0						
Subtotal General Administration Items				0	0	0	0	0	0	0
SUMMARY OF HOURS										
SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
TOTALS		61		0	2	0	18	0	52	0

72

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
320 W. 8th Street, Suite 100
Bloomington, IN 47404
Phone: 812-717-2555

Project Name: B-Line Extension Project
City Project Number: DES#1700735
AZTEC Project No.: INMUN1716
Date: June 1, 2022
Revision: 0

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	391	\$ 181.47	\$ 70,955
Senior Project Engineer	390	\$ 181.47	\$ 70,773
Project Engineer	635	\$ 155.82	\$ 98,946
Engineer/Designer	1,178	\$ 136.79	\$ 161,139
Technician/Drafter	1,413	\$ 86.14	\$ 121,716
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
Totals	4,125		\$ 530,762

Total Estimated Labor - AZTEC \$ 530,762

DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

Total Direct Expenses - AZTEC \$ 2,556

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 31,808
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 29,494
Little River Consulting - Ecological investigation + Waters Report	\$ 6,660
Green 3 - Archaeological Investigation	\$ 7,806
Snedegar Construction - Potholing	\$ 18,000

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services	\$ 258,400
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Subconsultant Sub-total (Lump Sum) \$ 358,028

Total Estimated Contract Value \$ 891,346



Adrian Reid, P.E., Associate Vice President

6/1/2022

DATE

Addendum #3 Addendum Request

Task	Staff Hours					
	PM	Sr. Engineer	Engineer	Designer	Drafter	PA
Revise Trail Alignment at B-Line/Fountain		20		60		
Revise Fountain Drive to add buffer plot		40		60		
Design Tie-ins at ex. Developments		20		60		
11th Street Storm Outfall Eval.	8	12	20			
Bridge Eval. Through detention	6	16			20	
ROW Revisions	20	40		80		
Utility Design (Water/Sewer Relo.)						
Admin for ROW Acquisition, Project Control, Subs	192					
Additional Env./Design Services, 106 consult., HPR, 4(f), Level 4 CE	40	20	30	40	80	
	266	168	50	300	100	0

TEAM AZTEC
B-Line Extension Project
PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL

1. DATA COLLECTION											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
As-Built Plans				8			8				
Right of Way Plans				8			8				
Utility Information				8			8				
Subtotal Data Collection Items				24	0	0	24	0	0	0	

2. MEETING PARTICIPATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
				0						
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	2	2			
Public Open House Meeting - 80% Completion (1 mtg @ 2 persons @ 2 hours)				4	2	2				
Utility Field Check Meetings - 30% & 60% completion (2 mtg. @ 2 persons @ 2 hours)				8	4	4				
OTS Meetings (2 meetings @ 4 persons @ 1 hours)				8	2	2	4			
Status Update Meetings (3 meetings @ 2 persons @ 1 hours)				6	3	3				
Quarterly Tracking with MPO/INDOT (8 meetings @ 1 person @ 0.5 hours)				4	4					
Subtotal Meeting Preparation / Participation Items				36	17	13	6	0	0	0

3. SIGNING, MARKING, LIGHTING, AND MOT										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Signing and Marking Detail Sheets & General Notes		1	20	20			5		15	
Signing and Marking Plan Sheets	40	2	20	40			10		30	
Lighting Detail Sheets & General Notes		1	30	30			10		20	
Lighting Plan Sheets	20	1	30	30				20	10	
MOT General Notes Sheet		1	20	20			4		16	
MOT Detail Sheets		1	30	30			6		24	
MOT Plan Sheets & Detour Sheets	40	5	30	150		10		40	100	
Comment Review, Responses, & Resolution Meetings				16		4		12		
Quantities/Cost Estimate/Bid Specifications				20		4		16		
Quality Control				18	2	8		8		
Subtotal Signing, Marking, Lighting and MOT Items		12		374	2	26	35	96	215	0

4. ROADWAY (TRAIL & MUP) DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
				0						
Cover		1	24	24				24		
Develop Project Base Sheets	20	7	6	42				42		
General Notes/Typical Sections		4	40	160			24	40	96	
Geometric Control Sheet		1	50	50		4	16	30		
Detail Sheets	varies	2	40	80			20	30	30	
Plan Sheets (Plan & Profile)	20	6	35	110		10	40	30	30	
Plan & Profile Sheet for Intersection Improvement		2	40	80			20	20	40	
Cross-section Drawings		22	15	330			40	80	210	
Comment Review, Responses, & Resolution Meetings				16		4	4	8		
Quantities/Cost Estimate/Bid Specifications				20		4	8	8		
Quality Control				22		12		10		
Subtotal Roadway Items		45	20.8	934	0	34	172	322	406	0

5. UTILITY & RAILROAD COORD., UTILITY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Utility Conflict Assessment/Documentation following INDOT guidelines		n/a		10		10				
Meetings with utility companies (1 mtgs./util. @ 7 utilities @ 1 persons @ 1 hr.)				7		7				
Railroad coordination/Documentation with INDOT RR staff				4		4				
Initial Notice Phase				24		4		8	12	
Verification Phase				40		4		12	24	
Conflict Analysis Phase				20		4		16		
Work Plans Phase				36		6		10	20	
Agreement Phase				24		4		10	10	
Utility Construction Phase				76		6		20	50	
Fiber Conduit Detail Sheets & General Notes		1	24	24				4	20	
Fiber Conduit Plan & Profile Sheets		6	20	120		10		40	70	
Sanitary Sewer Design - Replace segment of 3" & 6" FM (P&P)		4	15	60	2		16		42	
Sanitary Sewer Design - Replace segment of 3" & 6" FM (X-Sect)		8	1.5	12			2		10	
Subtotal Utility Items		19		457	2	59	18	120	258	0

6. STRUCTURAL DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
General Plan and Elevation		2	30	60		8	16	24	12	
Notes and Quantities		1	30	30		2	10	10	8	
Typical Sections and Details		1	30	30		2	10	10	8	
Comment Review, Responses, & Resolution Meetings				16		4	4	8		
Quantities/Cost Estimate/Bid Specifications				30		2	12	16		
Quality Control				24		8	8	8		

TEAM AZTEC

B-Line Extension Project

PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL

Subtotal Structural Items		4		190	0	26	60	76	28	0
7. DRAINAGE DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare Existing Conditions Base Map	20	7	2	14				14		
Review Site and Identify Design Issues		n/a	n/a	16				16		
Develop overall Plan		n/a	n/a	16				16		
Identify and Design Critical Structures for Grade Review		n/a	n/a	16				16		
Identify and Design Critical Structures for Permitting		n/a	n/a	16				16		
Size Pipes/Ditches		n/a	n/a	16				16		
Storm Water Detail Sheets & General Notes		1	20	20			4		16	
Storm Water Plan & Profile Sheets	20	6	20	120			12	30	78	
Detention/Post Construction BMP Design		1	40	40			8	12	20	
Prepare Storm Water Management Plan and O&M Manual		n/a	n/a	25			15		10	
Prepare Hydraulic Memorandum (DA Maps, Ditch Capacity, Storm Pipe Capacity)		n/a	n/a	25			5		20	
Comment Review, Responses, & Resolution Meetings				16		4			12	
Quantities/Cost Estimate/Bid Specifications				20		2	8		10	
Quality Control				14		4		10		
Subtotal Drainage Items		15		374	0	10	52	146	166	0
8. LANDSCAPING SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Public Meeting Graphics (15% Design Completion)		n/a		38			12	10	16	
Preparation of Landscape/Trail Amenities Design Options		n/a		26			2	8	16	
Attend Formal Public Meeting (15% Design Completion)		n/a		2			2			
		n/a		0						
Public Meeting Graphics (80% Design Completion)		n/a		40			4		36	
Attend Public Outreach Meeting (80% Design Completion)		n/a		2			2			
Landscape Plan Sheets for MUP	4		12.0	48			4	4	40	
Landscape Plan Sheet for B-Line Ext.	1		40.0	40			4	4	32	
Landscape Detail Sheets	1		40.0	40			4	6	30	
Landscape Summary Sheet	1		20.0	20				4	16	
Comment Review, Responses, & Resolution Meetings		n/a		16				4	12	
Quantities/Cost Estimate/Bid Specifications		n/a		14			2	6	6	
Quality Control		n/a		14	2		4		8	
Subtotal Landscaping Items		7		300	2	0	40	46	212	0
9. ENVIRONMENTAL SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare Red-Flag Investigation Report				40		8	24		8	
Public Involvement Plan incl letters and public exhibits				34			30			4
Assessment of historic properties and determination of National Register eligibility				36		12	20			4
Biological Assessment and Section 7 Consultation materials				40			32	8		
Prepare CE Level 2				46		6	20	20		
Historic Properties Report and Section 106 Consultation				60		16	24	20		
Prepare SWPPP & Rule 5 Application				80			20	20	20	20
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quality Control				8		4		4		
Subtotal Environmental Items				360	0	54	178	72	28	28
10. GENERAL ADMINISTRATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (9 months @ 8 hours/month)				72	32					40
Additional Admin of Subs and Project Control (15 months @ 8 hours/month)				120	70					50
Subtotal General Administration Items				192	102	0	0	0	0	90
SUMMARY OF HOURS										
TOTALS	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
		102		3241	125	222	585	878	1313	118

3241



AZTEC Engineering Group, Inc.
 501 N. 44th Street, Suite 300
 Phoenix, Arizona 85008
 TEL: 602.454.0402
 FAX: 602.454.0403

Roy Aten
 City of Bloomington
 401 N. Morton St., Suite 130
 P.O. Box 100
 Bloomington, IN 47402

Date: 05/23/2022
 Invoice No.: 171653

Project: INMUN1716

B-Line Extension and Multiuse Path

Project Manager: Adrian Reid
 Professional Services for Period: April 1, 2022 to April 30, 2022

Contract Maximum:	\$	883,699.00
Previous Billings Against Maximum:	\$	834,082.83
Current Billings Against Maximum:	\$	6,173.82
Overall Percent Complete:		95%
Balance After This Invoice:	\$	43,442.35

Scope of Services Task	Contract Amount	Previous Billings	Current Billing	Percent Complete
Data Collection	\$ 3,739.68	\$ 3,739.68	\$ -	100%
Meeting Participation	\$ 6,379.02	\$ 6,379.02	\$ -	100%
Signing, Marking, Lighting, and MOT	\$ 42,186.80	\$ 42,186.80	\$ -	100%
Roadway Design	\$ 185,422.68	\$ 181,490.20	\$ 3,932.48	100%
Utility & Railroad Coordination	\$ 44,866.37	\$ 44,866.37	\$ -	100%
Structural Design	\$ 26,875.38	\$ 26,875.38	\$ -	100%
Drainage Design	\$ 44,187.92	\$ 44,187.92	\$ -	100%
Landscaping Services	\$ 31,150.15	\$ 31,150.15	\$ -	100%
Environmental Services	\$ 79,438.00	\$ 79,438.00	\$ -	100%
General Administration	\$ 58,818.28	\$ 57,826.94	\$ 991.34	100%
Direct Expenses	\$ 2,606.72	\$ 2,606.72	\$ -	100%

Subconsultants							Work			
							Complete? (Y/N)			
BRCJ	\$	31,808.00	\$	26,629.60	\$	-	84%	\$	5,178.40	Y
Hydrogeology, Inc.	\$	3,150.00	\$	2,770.00	\$	-	88%	\$	380.00	Y
Earth Exploration, Inc.	\$	29,494.00	\$	22,079.75	\$	-	75%	\$	7,414.25	Y
Little River Consulting	\$	6,660.00	\$	6,660.00	\$	-	100%	\$	-	Y
Green 3	\$	7,806.00	\$	4,706.00	\$	-	60%	\$	3,100.00	Y
Strand Associates	\$	76,750.00	\$	61,800.00	\$	1,250.00	82%	\$	13,700.00	N
Courtland Title & Escrow	\$	8,950.00	\$	6,505.00	\$	-	73%	\$	2,445.00	Y
Monroe-Owen Appraisals (Appraisals)	\$	88,240.00	\$	88,240.00	\$	-	100%	\$	-	Y
Perry & Associates (APAs, Reviews)	\$	46,570.00	\$	46,570.30	\$	-	100%	\$	(0.30)	Y
Todd Taylor	\$	40,600.00	\$	29,375.00	\$	-	72%	\$	11,225.00	N
Snedeker Construction	\$	18,000.00	\$	18,000.00	\$	-	100%	\$	-	Y
								\$	43,442.35	
Total	\$	883,699.00	\$	834,082.83	\$	6,173.82	95%			

\$ 261,110.00

Total Project Invoice Amount: \$ 6,173.82

G.2. Additional Scope/Fee Estimate for AZTEC Subconsultants

The revised subconsultant fee amounts and new subconsultants in Addenda #01 & 02 are as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$28,208.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$4,706.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$71,180.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$40,920.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
	SUBTOTAL	\$313,328.00

The revised subconsultant fee amounts and new subconsultants in Addendum #03 is as follows:

Subconsultant	Service	Amount
BRCJ	Survey	<i>\$31,808.00</i>
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	<i>\$7,806.00</i>
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	<i>\$48,170.00</i> (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	<i>\$83,930.00</i> (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
<i>Snedegar Construction</i>	<i>Potholing/Locating</i>	<i>\$18,000.00</i>
	SUBTOTAL	\$358,028.00

The revised subconsultant fees in Addendum #03 add \$44,700.00 to the base contract. **Exhibit F.4.** includes support documentation from new subs and those whose estimates changed. These services are summarized on the following pages and include the following:

1. \$3,600.00 in additional topographic survey for potholing layout and surveying during potholing activities.
2. Potholing and private utility locating services by Snedegar Construction in the amount of \$18,000. Services include potholing with a vector truck, locating two private sewer force mains, and traffic control setup.
3. Inclusion of additional Archaeological Investigation services in the amount of \$3,100.00 with written findings as required by the INDOT CRO.
4. ROW Acquisition Services for additional appraisals and review appraisals for Parcel 16. Services will be performed by Monroe-Owen Appraisals and Perry & Associates for the total amount of \$20,000. The fee includes updating appraisals and reviews as needed.



Board of Public Works Staff Report

Project/Event:	Award Construction Agreement for Smith Road Resurfacing Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Matt Smethurst
Date:	June 21st, 2022

Report: This project shall include the milling and resurfacing of asphalt pavement, the installation of sidewalks, curb, ADA complaint ramps, and pavement markings. Bids were opened at a public meeting on June 17th, 2022. The City received two bids:

- E & B Paving, LLC- \$334,334.00
- Milestone Contractors, LP- \$349,900.00

E & B Paving was the lowest responsive and responsible bidder. Construction is anticipated to begin in July, 2022. Single lane restrictions will be in place during construction utilizing flaggers. This project is funded through a Community Crossing Matching Grant and local funds.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$334,334.00

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 type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" 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: 2

Yes No

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

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒
☒ ☐

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

E&B Paving, LLC was the lowest responsive and responsible bidder.

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

E&B PAVING, LLC

FOR

SMITH ROAD RESURFACING (3RD STREET TO 10TH STREET)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the milling and resurfacing of asphalt pavement, and the installation of sidewalk, curb, ADA compliant ramps, and pavement markings on Smith Road (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her 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 or her 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 or her 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 or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.

2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	

E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
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The Deductible on the Umbrella Liability shall not be more than	\$10,000
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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. 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. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

- a. Has formulated its own Affirmative 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.

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.

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

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

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or

equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	E&B Paving, LLC
Attn: Matt Smethurst	Attn: Garrett Gough, Division Manager
P.O. Box 100 Suite 130	2520 West Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY: _____

Kyla Cox Deckard, President

Elizabeth Karon, Secretary

John Hamilton, Mayor of Bloomington

BY: _____

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

Smith Road Resurfacing (3rd Street to 10th Street)

This project shall include, but is not limited to, the milling and resurfacing of asphalt pavement, the installation of sidewalk, curb, ADA compliant ramps, and pavement markings.

ESCROW AGREEMENT

Smith Road Resurfacing Project

THIS ESCROW AGREEMENT is made and entered into this 21st day of June, 2022, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E & B Pacing, LLC (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 21st day of June, 2022, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof,

such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged

and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: Renascent, Inc.
Address: 935 West Troy Avenue
City/State: Indianapolis, IN 46225
Attn: Linda Campbell, President

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____
Amy Kaiser, Vice President,
Treasury Management Services

AUTHORIZATION TO RELEASE ESCROW FUNDS

_____(Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Amy Kaiser, Vice President, Treasury Management Services

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of April 12th, 2022, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project:
Smith Road Resurfacing Project
Account Holder/Contractor: E & B Paving, LLC
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Andrew Cibor, City Engineer
City of Bloomington

By: _____
Printed Name: _____
Title: _____

Reviewed and Approved By:

Jeffrey Underwood, Controller
City of Bloomington

Escrow Agent
First Financial Bank

Dated: _____

By: _____
Amy Kaiser, Vice President,
Treasury Management Services

3

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

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ 0.00

Method of Compliance (Specify) Not Required , No Treching

on project _____

Date: June 17, 2022

Signature

Garrett Gough

Printed Name

STATE OF INDIANA)

COUNTY OF Monroe)

) SS:

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

and acknowledged the execution of the foregoing this

17 day of June, 2022.

My Commission Expires: March 5, 2028

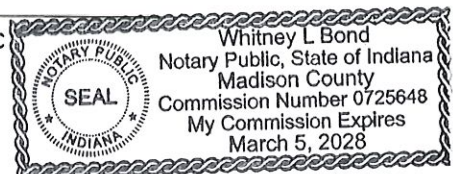
Signature of Notary Public

County of Residence: Madison

Whitney L. Bond

Printed Name of Notary Public

Commission #: 0725648



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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

1. The undersigned is the Division Manager of E&B Paving, LLC.
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

Garrett Gough

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 17 day of June, 2022.

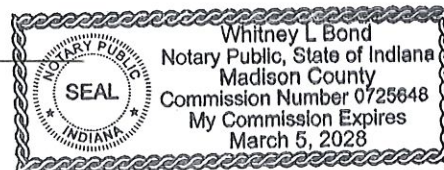
My Commission Expires: March 5, 2028

Signature of Notary Public

County of Residence: Madison

Whitney L. Bond
Printed Name of Notary Public

My Commission #: 0725648



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF Monroe)

AFFIDAVIT

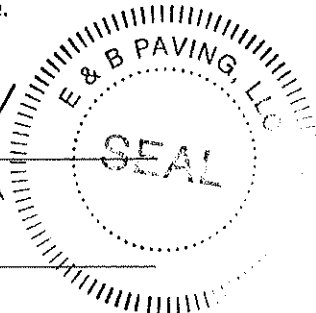
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Division Manager of
E&B Paving, LLC
(job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Garrett Gough

Printed Name




STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 17 day of June, 2022.

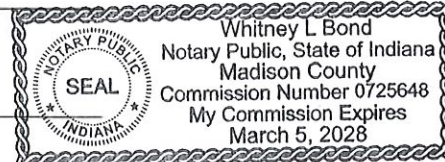
My Commission Expires: March 5, 2028

County of Residence: Madison

My Commission #: 0725648


Signature of Notary Public

Whitney L. Bond
Printed Name of Notary Public





CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): June 18, 2022

1. Governmental Unit (Owner): The City of Bloomington Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): GARRETT GOUGH

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Smith Road Resurfacing (3rd St to 10th St)

(Governmental Unit) in accordance with plans and specifications prepared by The City of Bloomington Engineering Department

and dated 06/17/2022 for the sum of

Three hundred thirty four thousand three hundred thirty four dollars and no cents \$ 334,334.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: The City of Bloomington Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 06/17/2022

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 MONROE CO
5,093,766.44	HMA PLACEMENT & CONCRETE	2021	R-33541 I-69 3.1 HMA & CONCRETE
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 RESURFACE

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 PIKE CO
6,542,542.00	Road Reconstruction	2022	R-39366-A SR 42 MOORESVILLE
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 RESURFACE

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

Catalent - Bloomington, IN

Gastoff Restaurant - Montgomery, IN

Hoosier Energy - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder 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 bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 17 day of June, 2022

E & B Paving, LLC

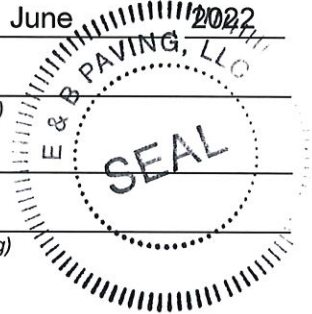
(Name of Organization)

By

Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF MONROE) ss

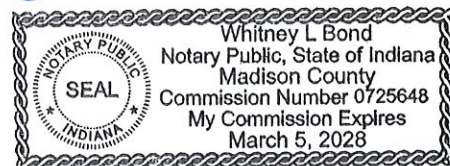
Before me, a Notary Public, personally appeared the above-named Garrett Gough and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 17 day of June, 2022.

Whitney L Bond
Notary Public

My Commission Expires: March 5, 2028

County of Residence: MADISON



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

The City of Bloomington Indiana

Filed June 17, 2022

Action taken

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

The total project bid amount to complete the Smith Road Resurfacing (3rd Street to 10th Street) including all associated work per plans and specification is;

Three Hundred Thirty Four Thousand _____, \$ 334,334.00

Three Hundred Thirty Four Dollars and Zero Cents

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the total project bid cost provided above which is attributable to trench safety systems is \$ 0.00.

Requested Form of Payment (Choose one):	<input type="checkbox"/>	A Single Lump Sum Payment following completion of the project. Invoice shall be submitted within sixty (60) days following acceptance of the project.
	<input checked="" type="checkbox"/>	Progressive Payments for work completed and invoiced throughout the project.

All work shall be completed within ninety (90) calendar days after the date of the Notice to Proceed.

Any and all Subcontractors performing work valued over \$10,000 shall be listed below: Any subcontractor not listed below at the time of bid, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
Indiana Sign & Barricade	Indianapolis, IN	Striping

In submitting this Bid, Bidder represents that:

- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- B. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

Final Invoice shall be submitted within thirty (30) days following final acceptance of the project.

SIGNATURE OF BIDDER

Name of Bidder: E&B Paving, LLC Date: June 17, 2022

By: Garrett Gough
Name & Title Printed: Garrett Gough, Division Manager

Bidder Address: 2520 W. Industrial Park Drive Telephone: 812-334-7940



Project Title : Smith Road Resurfacing Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$4,500.00	\$4,500.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$16,500.00	\$16,500.00
003	201-52370	CLEARING RIGHT OF WAY	1	LS	\$2,500.00	\$2,500.00
004	202-02278	CURB, CONCRETE, REMOVE	140	LFT	\$42.00	\$5,880.00
005	202-02279	CURB AND GUTTER, REMOVE	210	LFT	\$42.00	\$8,820.00
006	202-52710	SIDEWALK, CONCRETE, REMOVE	194	SYD	\$16.00	\$3,104.00
007	205-06933	TEMPORARY INLET PROTECTION	28	EACH	\$140.00	\$3,920.00
008	301-12234	COMPACTED AGGREGATE NO. 53	34	CYD	\$175.00	\$5,950.00
009	306-08034	MILLING, ASPHALT, 1 1/2 IN.	8959	SYD	\$4.25	\$38,075.75
010	401-07321	HMA SURFACE, 9.5 mm (TYPE B)	828	TON	\$125.00	\$103,500.00
011	401-10258	JOINT ADHESIVE, SURFACE	8400	LFT	\$0.50	\$4,200.00
012	406-05521	ASPHALT FOR TACK COAT	8959	SYD	\$0.25	\$2,239.75
013	502-06457	PCCP, 9 IN.	39	SYD	\$90.00	\$3,510.00
014	604-06070	SIDEWALK, CONCRETE, 4 IN.	116	SYD	\$135.00	\$15,660.00
015	604-08086	CURB RAMP, CONCRETE	78	SYD	\$190.00	\$14,820.00
016	604-12083	DETECTABLE WARNING SURFACES	12	SYD	\$475.00	\$5,700.00
017	605-06120	CURB, CONCRETE	140	LFT	\$80.00	\$11,200.00
018	605-06140	CURB AND GUTTER, CONCRETE	210	LFT	\$80.00	\$16,800.00
019	621-06560	MULCHED SEEDING, U	76	SYD	\$65.00	\$4,940.00
020	801-06775	MAINTAINING TRAFFIC	1	LS	\$21,870.07	\$21,870.07
021	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	30	LFT	\$55.00	\$1,650.00
022	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	33	SFT	\$62.00	\$2,046.00
023	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	12	EACH	\$578.00	\$6,936.00
024	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	50	LFT	\$11.35	\$567.50
025	808-12013	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SHARED LANE	1	EACH	\$1,145.00	\$1,145.00



Project Title : Smith Road Resurfacing Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
026	808-75043	LINE, THERM, SOLID, WHITE, 6 IN.	5400	LFT	\$2.16	\$11,664.00
027	808-75245	LINE, THERM, SOLID, YELLOW, 4 IN.	5400	LFT	\$0.99	\$5,346.00
028	808-75297	TRNSVRS MRKNG, THERM, STOP LINE 24 IN.	75	LFT	\$11.35	\$851.25
029	808-75300	TRNSVRS MRKNG, THERM, CRSSWLK LINE, WHITE, 6 IN.	348	LFT	\$2.16	\$751.68
030	808-75320	PAVEMENT MESSAGE MARKING, THERM. LANE INDICATION ARROW	12	EACH	\$226.00	\$2,712.00
031	808-75998	SNOWPLOWABLE PAISED PAVEMENT MARKER	6	EACH	\$350.00	\$2,100.00
032	304-07490	HMA PATCHING, TYPE B	15	TON	\$325.00	\$4,875.00

TOTAL PROJECT BID:	\$334,334.00
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Board of Public Works Staff Report

Project/Event: Award Construction Contract for the N Dunn Street Sidewalk Improvement Project
Petitioner/Representative: Engineering Department
Staff Representative: Sara Gomez, Project Manager
Date: 06/21/2022

Report: This project will construct a sidewalk, tree plot, curbs, curb ramps, and alley apron on the west side of N. Dunn Street in order to fill in a sidewalk “gap” from 15th Street to 16th Street. This project was prioritized, and will be funded by the City Council Sidewalk Committee.

Maintenance of Traffic and Road Closure

The earliest day for the contractor to begin construction will be June 22nd, 2022. The project will close the southbound traffic lane on Dunn Street (from 15th St to 16th St) and install a detour route that uses 17th to Indiana Ave to 14th Street. The project will run for 60 days and has an anticipated completion date around mid-August.

Bids

Bids were received at a Public Meeting on Friday June 17th, 2022. The Board has received the following two bids.

- Groomer Construction \$203,365.36
- Milestone Contractors \$244,600.00

With Groomer Construction as the apparent lowest responsive and responsible bidder.

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$203,365.36

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 type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" 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: 2

Yes No

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

Yes No

Met city requirements?

☒ ☐

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

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

They are the apparent lowest responsive and responsible bidder

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

Groomer Construction, Inc.

FOR

North Dunn Street Sidewalk Improvements 15th to 16th

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for *This project shall include, but is not limited to, the installation of a sidewalk, alley aprons, curb ramps, a tree plot and curb ramps on the west side of Dunn Street from 15th to 16th Street* (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its

sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar

size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her 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 or her 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 or her 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 or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed operations,	aggregate
General Aggregate Limit (other than Products/Completed	
Operations)	
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. 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. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training,

conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

- a. Has formulated its own Affirmative 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.

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.

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana

is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Groomer Construction, Inc.
Attn: Sara Gomez	Attn: Richard Groomer
P.O. Box 100 Suite 130	6535 W Ison Rd.
Bloomington, Indiana 47402	Bloomington, IN 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Elizabeth Karon, Member

Jennifer Lloyd, Member

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

North Dunn Street Sidewalk Improvements from 15th to 16th

This project shall include, but is not limited to, *the installation of a sidewalk, alley aprons, curb ramps, a tree plot and curb ramps on the west side of Dunn Street from 15th to 16th Street.*

ESCROW AGREEMENT

N Dunn St. Sidewalk Improvements

THIS ESCROW AGREEMENT is made and entered into this 21st_ day of June, 2022, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Groomer Construction, Inc. (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 21st day of June, 2022, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof,

such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged

and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: Groomer Construction, Inc.
Address: 6535 W Ison Rd
City/State: Bloomington, IN 47403
Attn: Richard Groomer, President

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: Groomer Construction, Inc.

Printed Name: Richard Groomer

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____
Amy Kaiser, Vice President,
Treasury Management Services

AUTHORIZATION TO RELEASE ESCROW FUNDS

_____(Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Amy Kaiser, Vice President, Treasury Management Services

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 2022, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project:
N Dunn Street Sidewalk Improvements
Account Holder/Contractor: Groomer Construction, Inc.
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Andrew Cibor, City Engineer
City of Bloomington

By: _____
Printed Name: _____
Title: _____

Reviewed and Approved By:

Jeffrey Underwood, Controller
City of Bloomington

Escrow Agent
First Financial Bank

Dated: _____

By: _____
Amy Kaiser, Vice President,
Treasury Management Services



**City of Bloomington
Engineering Department**

Letting Date: 6/21/2022

Schedule of Items (Unit Prices)

Page 1 of 1

Project Title : North Dunn Street Sidewalk Improvements 15th to 16th

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
	1 105-06845	CONSTRUCTION ENGINEERING		1 LS	\$6,500.00	\$6,500.00
	2 109-08359	LIQUIDATED DAMAGES		1 DOL	\$1.00	\$1.00
	3 110-01001	MOBILIZATION AND DEMOBILIZATION		1 LS	\$13,990.62	\$13,990.62
	4 201-02265	TREE 48 IN., REMOVE		1 EACH	\$5,800.00	\$5,800.00
	5 201-52370	CLEARING RIGHT OF WAY		1 LS	\$21,180.00	\$21,180.00
	6 202-02XXX	PAVEMENT REMOVAL, MODIFIED		174 SYS	\$15.66	\$2,724.84
	7 301-12234	COMPACTED AGGREGATE NO. 53		33 CYS	\$125.00	\$4,125.00
	8 304-07XXX	HMA PATCHING, MODIFIED		61 SYS	\$320.00	\$19,520.00
	9 306-08034	MILLING, ASPHALT, 1 1/2 IN.		122 SYS	\$21.00	\$2,562.00
	10 402-07452	HMA WEDGE AND LEVEL, TYPE C		31 TON	\$170.00	\$5,270.00
	11 406-05521	ASPHALT FOR TACK COAT		185 SYS	\$12.00	\$2,220.00
	12 502-06457	PCCP, 9 IN.		17 SYS	\$56.00	\$952.00
	13 603-93373	FENCE, PEDESTRIAN		77 LFT	\$35.70	\$2,748.90
	14 604-06070	SIDEWALK, CONCRETE		171 SYS	\$99.00	\$16,929.00
	15 604-08086	CURB RAMP, CONCRETE		35 SYS	\$110.00	\$3,850.00
	16 604-12083	DETECTABLE WARNING SURFACES		9 SYS	\$590.00	\$5,310.00
	17 605-06120	CURB, CONCRETE		418 LFT	\$54.00	\$22,572.00
	18 605-06XXX	CURB, CONCRETE, MODIFIED (TALL CURB)		125 LFT	\$135.00	\$16,875.00
	19 621-04978	SEED MIXTURE, WITH STRAW MULCH		245 SYS	\$50.00	\$12,250.00
	20 621-06570	TOPSOIL		55 CYS	\$285.00	\$15,675.00
	21 622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.		8 EACH	\$453.75	\$3,630.00
	22 715-04XXX	PIPE, PVC, 4 IN.		4 LFT	\$35.00	\$140.00
	23 720-07309	TRENCH DRAIN		10 LFT	\$347.00	\$3,470.00
	24 802-02158	SIGN PANEL, REMOVE AND REINSTALL		2 EACH	\$35.00	\$70.00
	25 801-06775	MAINTAINING TRAFFIC		1 LS	\$15,000.00	\$15,000.00

TOTAL PROJECT BID:	\$203,365.36
---------------------------	---------------------

Bidder acknowledges that:

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

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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

1. The undersigned is the _____ of
GROOMER CONSTRUCTION, INC. (job title)

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ none

Method of Compliance (Specify) N/A

Date: _____, 20____

Richard Groomer

Signature

RICHARD GROOMER

Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Richard Groomer and acknowledged the execution of the foregoing this 16 day of June, 2022.

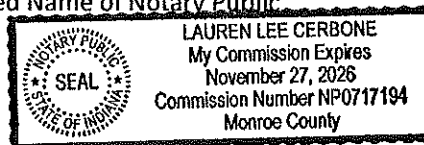
My Commission Expires: 11-27-2024

Lauren Lee Cerbone
Signature of Notary Public

County of Residence: Monroe

Lauren Lee Cerbone
Printed Name of Notary Public

Commission #: NP0717194



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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

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

Richard Groomer
Signature

Richard Groomer
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Richard Groomer and acknowledged the execution of the foregoing this 16 day of June, 2022.

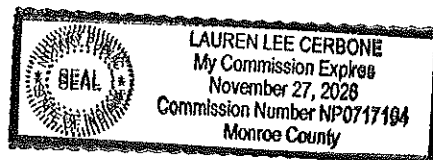
My Commission Expires: 11-27-2026

Lauren Lee Cerbone
Signature of Notary Public

County of Residence: Monroe

Lauren Lee Cerbone
Printed Name of Notary Public

My Commission #: NP0717194



**COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

AFFIDAVIT

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

x Richard Groomer
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Richard Groomer
and acknowledged the execution of the foregoing this 16 day of June, 2022.

My Commission Expires: 11-27-2026 Lauren Lee Cerbone
Signature of Notary Public

County of Residence: Monroe Lauren Lee Cerbone
Printed Name of Notary Public

My Commission #: NP0717194



SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He or she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____

Groomer Const. Inc.
(Name of Organization)
By Richard Groomer
President
(Title of Person Signing)

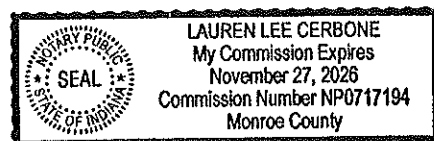
ACKNOWLEDGEMENT

STATE OF Indiana,
COUNTY OF Monroe) ss

Before me, a Notary Public, personally appeared the above-named Richard Groomer and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of June, 2022
Lauren Lee Cerbone
Notary Public

My Commission Expires: 11-27-2026
County of Residence: Monroe
My Commission #: NP0717194



ATTACHMENT 'E'

"Unit Prices"



**City of Bloomington
Engineering Department**

Letting Date: 6/21/2022

Schedule of Items (Unit Prices)

Page 1 of 1

Project Title : North Dunn Street Sidewalk Improvements 15th to 16th

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
	1 105-06845	CONSTRUCTION ENGINEERING		1 LS	\$6,500.00	\$6,500.00
	2 109-08359	LIQUIDATED DAMAGES		1 DOL	\$1.00	\$1.00
	3 110-01001	MOBILIZATION AND DEMOBILIZATION		1 LS	\$13,990.62	\$13,990.62
	4 201-02265	TREE 48 IN., REMOVE		1 EACH	\$5,800.00	\$5,800.00
	5 201-52370	CLEARING RIGHT OF WAY		1 LS	\$21,180.00	\$21,180.00
	6 202-02XXX	PAVEMENT REMOVAL, MODIFIED		174 SYS	\$15.66	\$2,724.84
	7 301-12234	COMPACTED AGGREGATE NO. 53		33 CYS	\$125.00	\$4,125.00
	8 304-07XXX	HMA PATCHING, MODIFIED		61 SYS	\$320.00	\$19,520.00
	9 306-08034	MILLING, ASPHALT, 1 1/2 IN.		122 SYS	\$21.00	\$2,562.00
	10 402-07452	HMA WEDGE AND LEVEL, TYPE C		31 TON	\$170.00	\$5,270.00
	11 406-05521	ASPHALT FOR TACK COAT		185 SYS	\$12.00	\$2,220.00
	12 502-06457	PCCP, 9 IN.		17 SYS	\$56.00	\$952.00
	13 603-93373	FENCE, PEDESTRIAN		77 LFT	\$35.70	\$2,748.90
	14 604-06070	SIDEWALK, CONCRETE		171 SYS	\$99.00	\$16,929.00
	15 604-08086	CURB RAMP, CONCRETE		35 SYS	\$110.00	\$3,850.00
	16 604-12083	DETECTABLE WARNING SURFACES		9 SYS	\$590.00	\$5,310.00
	17 605-06120	CURB, CONCRETE		418 LFT	\$54.00	\$22,572.00
	18 605-06XXX	CURB, CONCRETE, MODIFIED (TALL CURB)		125 LFT	\$135.00	\$16,875.00
	19 621-04978	SEED MIXTURE, WITH STRAW MULCH		245 SYS	\$50.00	\$12,250.00
	20 621-06570	TOPSOIL		55 CYS	\$285.00	\$15,675.00
	21 622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.		8 EACH	\$453.75	\$3,630.00
	22 715-04XXX	PIPE, PVC, 4 IN.		4 LFT	\$35.00	\$140.00
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	24 802-02158	SIGN PANEL, REMOVE AND REINSTALL		2 EACH	\$35.00	\$70.00
	25 801-06775	MAINTAINING TRAFFIC		1 LS	\$15,000.00	\$15,000.00

TOTAL PROJECT BID:	\$203,365.36
---------------------------	---------------------

Bidder acknowledges that:



Board of Public Works Staff Report

Project/Event: Memorandum of Understanding between Indiana University and the City of Bloomington regarding the N Eagleson Bridge Replacement Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 6/21/2022

Report: This project will replace the Eagleson Avenue bridge between 10th Street and Law Lane. Currently, Eagleson Avenue in this area is within City jurisdiction. Indiana University (IU) is currently responsible for the bridge over the railroad tracks. The project will be funded by the Indiana Department of Transportation (INDOT) using federal funding and will be managed by Monroe County.

In order to utilize federal funding on the project, INDOT requires that the City temporarily transfer jurisdiction to Indiana University (IU). This Memorandum of Understanding approves the temporary transfer and includes language regarding hold harmless, design coordination, and maintenance responsibilities. The City has no financial involvement with this project. The facility is expected to transfer back to City jurisdiction after project completion in approximately 2027. After project completion, Monroe County will take over maintenance responsibility for the bridge.

**MEMORANDUM OF UNDERSTANDING
BETWEEN INDIANA UNIVERSITY AND THE CITY OF BLOOMINGTON
REGARDING THE N. EAGLESON BRIDGE REPLACEMENT PROJECT**

This Memorandum of Understanding (hereinafter MOU), is made and entered into this ____ day of _____, 20____, by and between The Trustees of Indiana University (hereinafter IU) and the City of Bloomington, Indiana, through its Board of Public Works (hereinafter the CITY),

WITNESSETH:

WHEREAS, the Indiana Department of Transportation (hereinafter INDOT) is moving forward with an improvement project to replace the N Eagleson Avenue bridge between E Law Lane and E 10th Street (hereinafter the PROJECT); and,

WHEREAS, INDOT is moving forward with this PROJECT in coordination with IU; and,

WHEREAS, INDOT has determined that 100% federal funds may be used to fund the PROJECT only if the entirety of N Eagleson Avenue within the project limits is under IU jurisdiction and is not within the CITY's official INDOT inventory; and,

WHEREAS, the total cost for this PROJECT shall be borne by INDOT via federal funds if the PROJECT is under IU jurisdiction; and,

WHEREAS, INDOT has confirmed that jurisdiction of N Eagleson Avenue may transfer back to the CITY upon project completion; and,

WHEREAS, INDOT and Monroe County have confirmed that Monroe County shall take over responsibility for the new bridge upon project completion; and,

WHEREAS, the PROJECT shall include a portion of N Eagleson Avenue between and potentially including its intersection at E Law Lane and its intersection with E 10th Street and is anticipated to be completed in 2027; and,

WHEREAS, while the CITY is not a party to this PROJECT, the parameters of this PROJECT include facilities within the CITY'S jurisdiction; and,

WHEREAS, the CITY facilities impacted by this PROJECT include a traffic signal at N Eagleson Avenue and E Law Lane, as well as short stretches of N Eagleson Avenue (hereinafter FACILITIES); and,

WHEREAS, if jurisdiction of N Eagleson Avenue is transferred, then the CITY shall not have direct involvement in PROJECT design and construction while IU shall have an increased ability to affect PROJECT design and construction.

WHEREAS, while the CITY does not wish to impede the PROJECT or the PROJECT's funding, the CITY and IU (hereinafter the PARTIES) acknowledge the authority of the CITY to determine and to provide IU with instruction regarding the manner in which the FACILITIES are allowed to be designed and constructed and/or modified during this PROJECT; and,

WHEREAS, this MOU reflects the agreement between the CITY and IU regarding the design and construction of this PROJECT upon areas within CITY jurisdiction.

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

1. Design and construction of the PROJECT shall require the CITY to temporarily transfer the FACILITIES described and depicted on Exhibit A to IU. Exhibit A is attached hereto and incorporated herein as though fully set forth.
2. This transfer shall become effective on the date this MOU is fully executed by the PARTIES.
3. Upon the effective date of this MOU (Paragraph 2), IU shall incur the expense of maintaining and operating the FACILITIES, including, but not limited to, the maintenance and operation of all right-of-way, road surfaces, structures, traffic signals, leaves and vegetation removal, snow and ice removal, storm water drainage, mowing, other related signs, outdoor advertising structures, and driveways associated with the FACILITIES.
4. The PARTIES agree that during the design and construction of the PROJECT, the FACILITIES shall continue to serve a local travel function and provide access to residents and businesses. IU shall coordinate any full closures under the PROJECT with the CITY, prior to the occurrence of any closure.
5. IU shall make all reasonable efforts to include the CITY in discussions and reviews of the PROJECT design. IU shall provide the City's design comments to INDOT and/or the County to the extent possible for all FACILITIES for which the City shall assume future maintenance and operation.
6. Prior to PROJECT completion (i.e., upon the date of final acceptance by IU) and City acceptance, all property acquired within the area of this PROJECT for use as right of way to be maintained by the CITY shall be deeded to the CITY.
7. Upon completion of the PROJECT and upon the CITY's determination that construction regarding the FACILITIES was performed in accordance with the terms of this MOU, the CITY shall accept the return of the FACILITIES from IU and shall assume all future maintenance and operation concerning the FACILITIES.

8. The PARTIES agree that the CITY may inspect the construction of the PROJECT at any time.
9. Transfer of the FACILITIES to the CITY shall not occur until the CITY has had an opportunity to inspect the FACILITIES and concurs that construction was performed in compliance with any applicable standards and specifications and in accordance with the PROJECT plans, including all modifications made in accordance with the comments provided by the CITY to IU. The CITY shall conduct the inspections and shall make the determinations contemplated by this Paragraph promptly upon CITY'S receipt of written notice from IU that the improvements are believed to be completed in accordance with the Standards, Specifications, and Laws incorporated into this MOU.
10. If said inspection finds any deficiencies, transfer of the FACILITIES shall not occur until IU requires INDOT or the County to remedy any and all deficiencies related to the PROJECT. Any latent deficiencies subsequently discovered in the FACILITIES within the applicable warranty periods extended to IU by PROJECT contractors shall be handled according to INDOT contract documents regarding the PROJECT.
11. IU shall request as-built plans and specifications of the FACILITIES from INDOT. Within thirty (30) days of receiving as-built plans and specifications, IU shall provide those documents to the CITY.
12. IU agrees to indemnify and hold harmless the CITY, the Board of Public Works, and their 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 occur as a result of IU's use, construction, modification, maintenance or operation of the FACILITIES under the PROJECT, from the effective date of this MOU (Paragraph 2) until the expiration of the period covering the discovery of any latent defects (Paragraph 10), to the extent of the negligence or contract breach of IU. Provided however, that IU's obligation to defend, indemnify or hold harmless the City shall be limited in substance by constitutional law and statutes designed to protect and limit the exposure and liability of IU as an instrumentality of the State of Indiana (e.g., actions and conditions as to which IU is immunized by the Indiana Tort Claims Act, dollars limits stated in such Act, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence for fault of the claimant), so that IU's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by Indiana University.
13. IU shall inform CITY of dates and times for PROJECT meetings so that the CITY can have representatives attend said meetings and be informed of the status of work regarding the FACILITIES.

14. This MOU represents the entire understanding between the PARTIES relating to the PROJECT and supersedes any and all prior oral and/or written communications and understandings regarding the FACILITIES.
15. Any amendment or modification of this MOU must be in writing and be signed by duly authorized representatives of the PARTIES.
16. The signatories for the PARTIES warrant that they have been fully empowered by proper action to bind their respective unit to the terms and conditions set forth in this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.

City of Bloomington, Indiana

Indiana University

Board of Public Works

The Trustees of Indiana University

Kyla Cox Deckard, President

Donald S. Lukes,
University Treasurer

Name, Vice President

Attest:

Elizabeth Karon, Secretary

Printed Name:

Office of the Mayor

Beth Cate, Corporation Counsel



Attachment A

N Eagleson Avenue

0 75 150
FT

For use as map information only, information is NOT warranted.

Produced: 6/16/2022
Author: koppem



Project: Eagleson map
File: LocationMapLP



Board of Public Works Staff Report

Project/Event: Request from Indiana University for a temporary full street closure on N Fee Ln from E 11th St to E 13th St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Scot Osborn, Indiana University

Date: June 21, 2022

Report: Indiana University is requesting a temporary full street closure on N Fee Ln from E 11th St to E 13th St. Reed and Son Construction will be completing a steam project which requires the closure. There is currently a steam manhole at the intersection of Fee and E Law Ln which creates visibility issues when there is a large amount of steam present. This project will remove that manhole to fix the issue.

E Law Ln will also be closed east of N Fee Ln, but Law is IU maintained.

The closure will be in place from June 29, 2022 to August 13, 2022.

6/17/22

To: City of Bloomington Board of Public Works,

Indiana University is requesting a road closure for the removal of a steam manhole on Law Lane near the intersection of Fee Lane. The removal of the manhole will require new piping north and south of Law Lane on Fee Lane and piping east up Law Lane. The purpose of the removal is to eliminate the steam discharge out of the manhole, which is dangerous to pedestrians. The City has asked us to find a solution to the issue and removal is the only solution. We ask that you allow Reed and Son's Construction perform the excavations necessary for the removal and replacement of the steam infrastructure. This work will require Fee Lane to be closed from 11th street to 13th street. Also, a portion of Law Lane will be closed to Gresham Hall with local traffic only. The construction will take place this summer and will be completed as quickly as possible to allow for full restoration before students arrive for fall semester. Thank you for your help with this matter.

Scot Osborn

Utility Engineer

Office of Capital Planning and Facilities Utilities Department

Central Heating Plant

820 N. Walnut Grove

Bloomington, In. 47405

812-856-2789

scosborn@iu.edu



10/20181035

INDIANA UNIVERSITY
BLOOMB MULTI-BUILDING STEAM SERVICE REPLACEMENT
BLOOMINGTON, INDIANA

PLAN, DETAILS & PROFILES

30x42in BORDER
THERMALTECH
ENGINEERING
ANALYSIS/DESIGN/CONSTRUCTION
513-561-2271 WWW.THERMALTECH.COM
CHICAGO, OH • ELIZABETH, PA • FORT TAYLOR, IN • LAMAR, IN
INDIANAPOLIS, IN • GRAND RAPIDS, MI • MEMPHIS, TN

NOT FOR
CONSTRUCTION

REV	DATE	DESCRIPTION
B	05/26/22	ISSUED FOR BID
A	03/01/22	ISSUED FOR CLIENT REVIEW

DESIGNER TJH
DRAFTER TJH
REVIEWED TZ
PROJECT NUMBER 10653.14

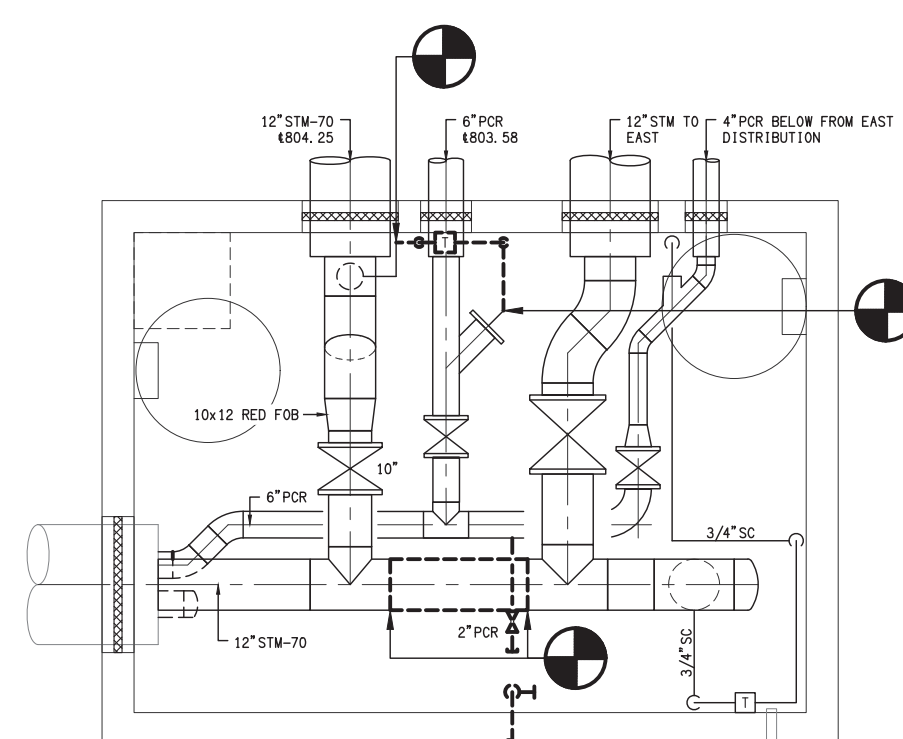
PLAN, DETAILS & PROFILES
M200
DRAWING NUMBER

DRAWING NOTES

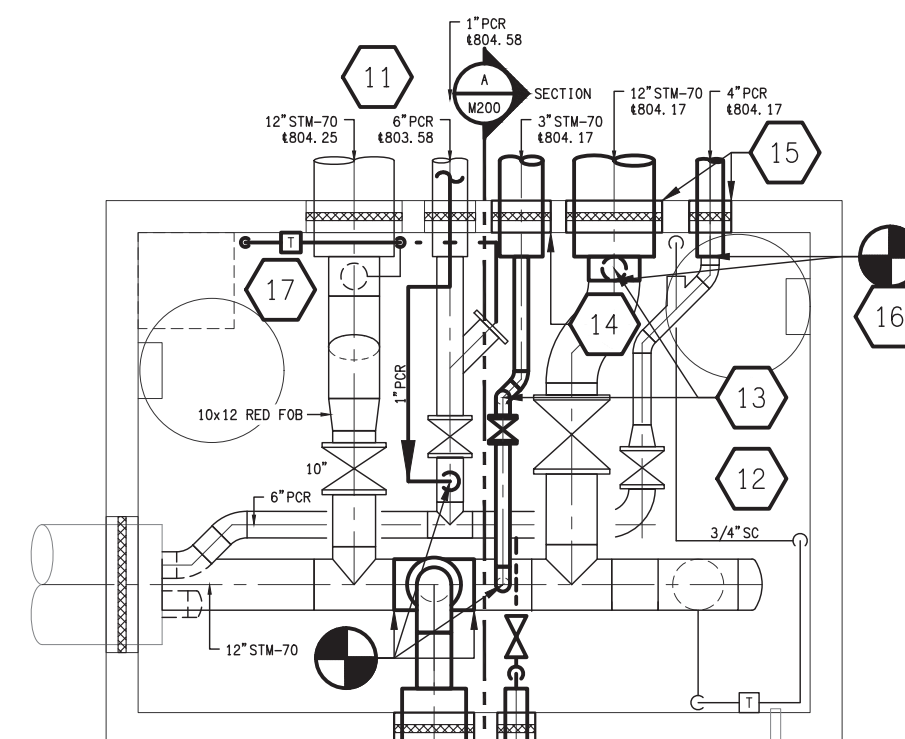
- PROVIDE STM-70 AND PUMPED CONDENSATE RETURN PIPING AS INDICATED. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES BEFORE PIPING IS INSTALLED. CONTRACTOR IS RESPONSIBLE FOR ALL FIELD ADJUSTMENTS / PIPING OFFSETS TO AVOID EXISTING UTILITIES.
- FINAL ANCHOR SIZE AND LOCATION TO BE DETERMINED BY UNDERGROUND PIPING MANUFACTURER. SUBMIT DRAWINGS FOR ENGINEER'S APPROVAL PRIOR TO INSTALLATION. CONCRETE ANCHORS TO BE FORMED AND POURED PER PIPING MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- COORDINATE NEW ANCHOR LOCATION WITH EXISTING NEARBY ANCHOR.
- BACKFILL, COMPACT, PROVIDE TOPSOIL AND GRADE TO EXISTING CONTOURS. PROVIDE SEED PER SPECIFICATIONS. SEE DETAIL SHEET G500.
- HAND EXCAVATE TO LOCATE EXISTING UTILITIES (TYPICAL). PROVIDE TEMPORARY SUPPORTS FOR ANY EXISTING UTILITY THAT CROSSES THE PIPE TRENCH. PROVIDE FOAMGLAS AND GILSULATE 500XR BETWEEN STEAM AND PUMPED CONDENSATE RETURN PIPING AND UNDERGROUND TELEPHONE / FIBER OPTIC DUCTBANK OR ELECTRICAL MANHOLE. SEE DETAIL SHEET G500.
- REMOVE SIDEWALK AT NEAREST JOINT TO ALLOW NEW CONSTRUCTION. REPLACE PER UNIVERSITY STANDARDS AFTER STEAM AND CONDENSATE PIPING HAS BEEN INSTALLED AND PRESSURE TESTED. RESTORE BOTH SIDEWALK AND CURB PER DETAILS SHEET G500.
- SANUCUT ASPHALT PAVEMENTS. REMOVE PAVING, EXCAVATE, BACKFILL AND COMPACT TO BOTTOM OF PAVING BASE PER SPECIFICATIONS. MATCH EXISTING PAVEMENT AND SEAL COLD JOINTS. PAVEMENT AREAS DAMAGED BY WORK OF THIS PROJECT OUTSIDE THE AREAS SHOWN ARE TO BE REPAIRED. SEE DETAIL SHEET G500. REPAINT TRAFFIC LINES TO MATCH EXISTING AS REQUIRED.
- TIE INTO EXISTING PIPING AS INDICATED.
- PROVIDE AND MAINTAIN CONSTRUCTION FENCING WITH RED FABRIC AS INDICATED AT CONSTRUCTION LIMITS. FENCE IS REQUIRED TO BE IN PLACE THROUGHOUT THE PROJECT. CONSTRUCTION ACTIVITY OUTSIDE THE FENCE WILL NOT BE PERMITTED WITHOUT SPECIFIC OWNER APPROVAL.
- COORDINATE WITH INDIANA UNIVERSITY FOR ROAD CLOSURE RESTRICTIONS AND TRAFFIC PLAN REQUIREMENTS.
- COORDINATE STEAM OUTAGE TO ALLOW INSTALLATION OF STEAM AND CONDENSATE PIPING.
- PROVIDE INSULATION FOR MANHOLE PIPING PER SPECIFICATION 15200.
- PROVIDE FULL SIZE DRIP LEG OR AS BIG AS POSSIBLE IF SPACE IS LIMITED WITH CONNECTION TO STEAM TRAP STATION AT 3 INCHES ABOVE BOTTOM. SEE SHEET M500 FOR TRAP AND PIPING SUPPORT DETAILS.
- PROVIDE WALL PENETRATION AND LINK SEAL AT WALL. SEE SHEET M500 FOR DETAIL.
- REUSE EXISTING PENETRATION AND CORE DRILL NEW PENETRATIONS AS NEEDED FOR NEW PREINSULATED PIPING. PROVIDE HIGH TEMPERATURE LINK SEAL AT WALL PENETRATION. SEE SHEET M500 FOR DETAIL.
- EXTEND STEAM CONDUIT VENT CONNECTION TO 6 INCHES BELOW MANHOLE OR MECHANICAL ROOM CEILING THEN BACK DOWN TO 6 INCHES ABOVE THE FLOOR PER DETAIL ON SHEET M500. LOCATE CHECK VALVE IN HORIZONTAL PIPING TO PREVENT FLOODING OF CONDUIT SYSTEM. EXTEND STEAM CONDUIT DRAIN CONNECTION TO 6 INCHES ABOVE MANHOLE FLOOR AND OR MECHANICAL ROOM FLOOR. PROVIDE END SEALS AND GLAND SEALS PER MANUFACTURERS RECOMMENDATIONS.
- PROVIDE STEAM TRAP AND PIPE SUPPORTS AS INDICATED. FOR PIPE TRIM AND DETAILS SEE SHEET M500.
- PROVIDE 3/4 INCH DRAIN VALVE WITH CAP OFF SIDE OF DRIP LEG. SPEC GA05 OR GL10.
- COORDINATE ALL VALVE STEM LOCATIONS WITH OWNER AND OWNERS REP.
- MANHOLE R47-H10 TO BE REMOVED AS REQUIRED TO ALLOW INSTALLATION OF STEAM/CONDENSATE PIPING. MANHOLE TOP TO BE REMOVED AND MANHOLE WALLS TO BE DEMOLISHED TO 24 INCHES BELOW GRADE AND BACKFILLED WITH #53 COMPACTED BACKFILL. SURFACE TO BE RESTORED AS REQUIRED TO MATCH SURROUNDING AREA PER DETAILS ON SHEET G500.
- CONTRACTOR TO CLEAN DRAIN PIPE AND PERFORM DYE TEST TO VERIFY PROPER DRAINAGE TO MANHOLE LOCATED SOUTH OF RAILROAD TRACKS ON FEE LANE.

GENERAL NOTES

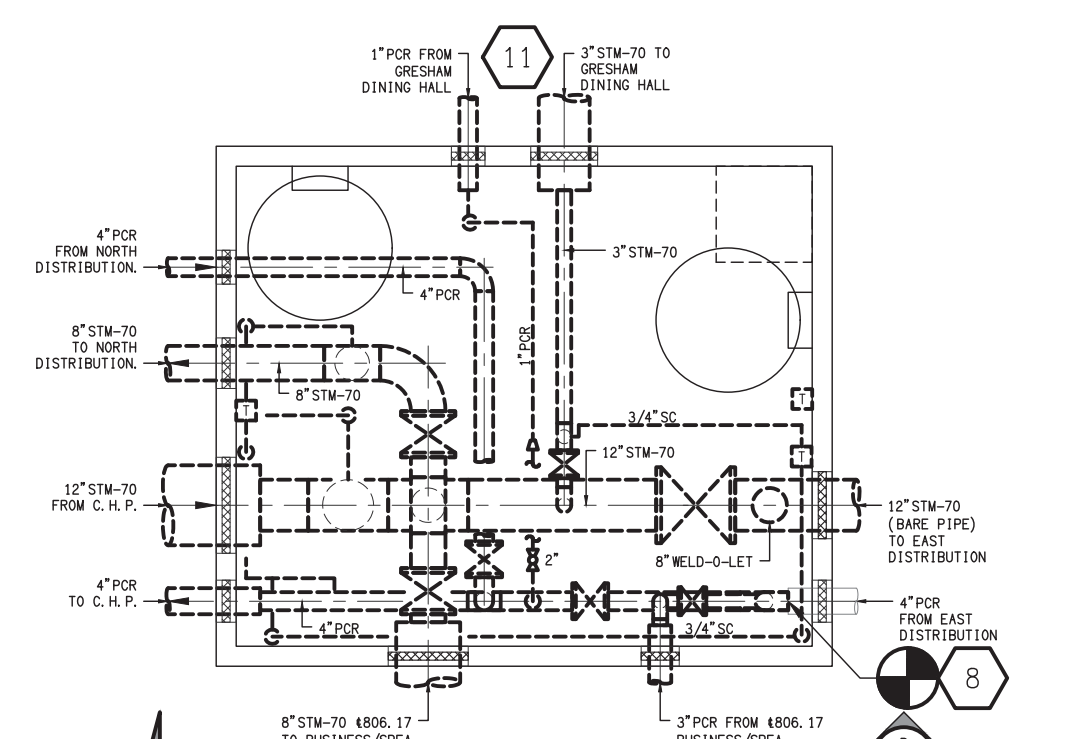
- FOR KEY PLAN AND DRAWING INDEX SEE DRAWING CS001
- FOR LEGEND AND SYMBOLS SEE DRAWING MD01.
- FOR GENERAL NOTES SEE DRAWING MD01.



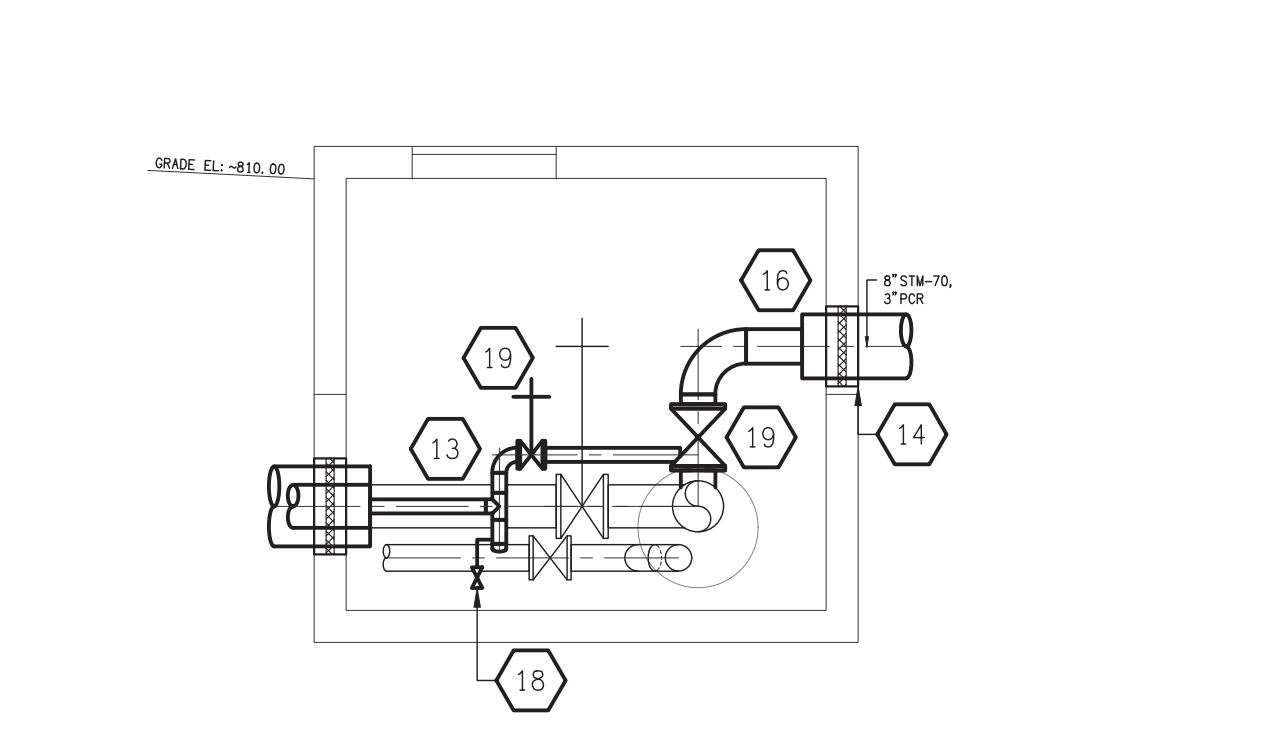
PLAN - R47-H09 - DEMO
SCALE: 1/4" = 1'-0"



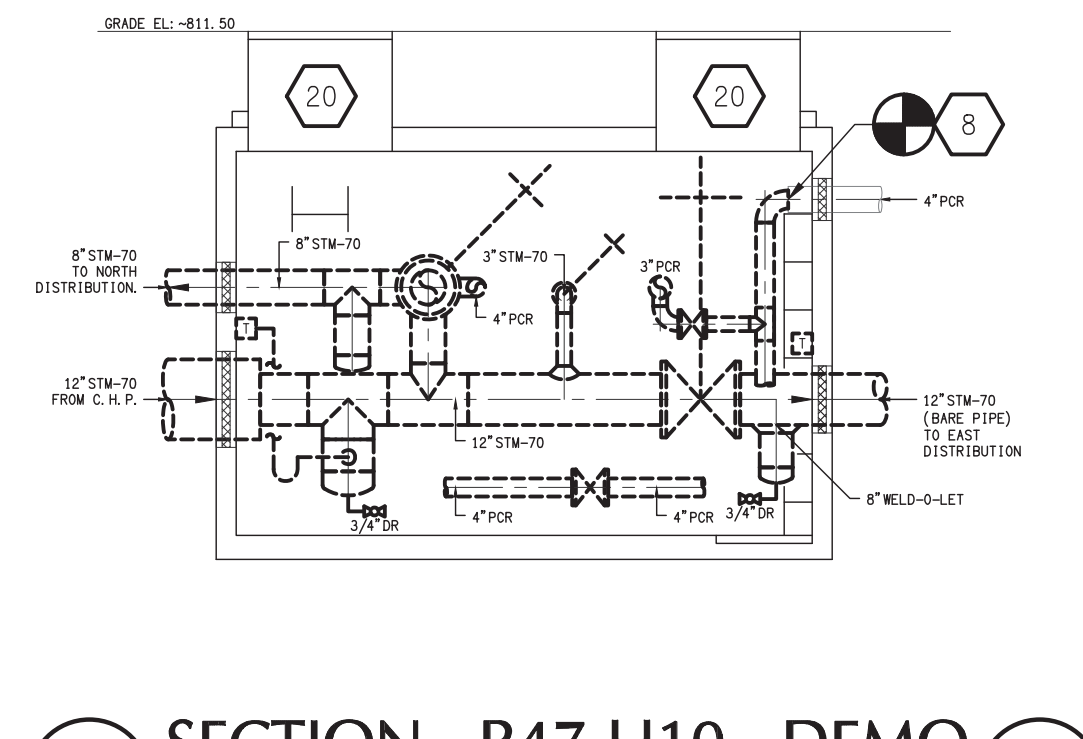
PLAN - R47-H09 - NEW WORK
SCALE: 1/4" = 1'-0"



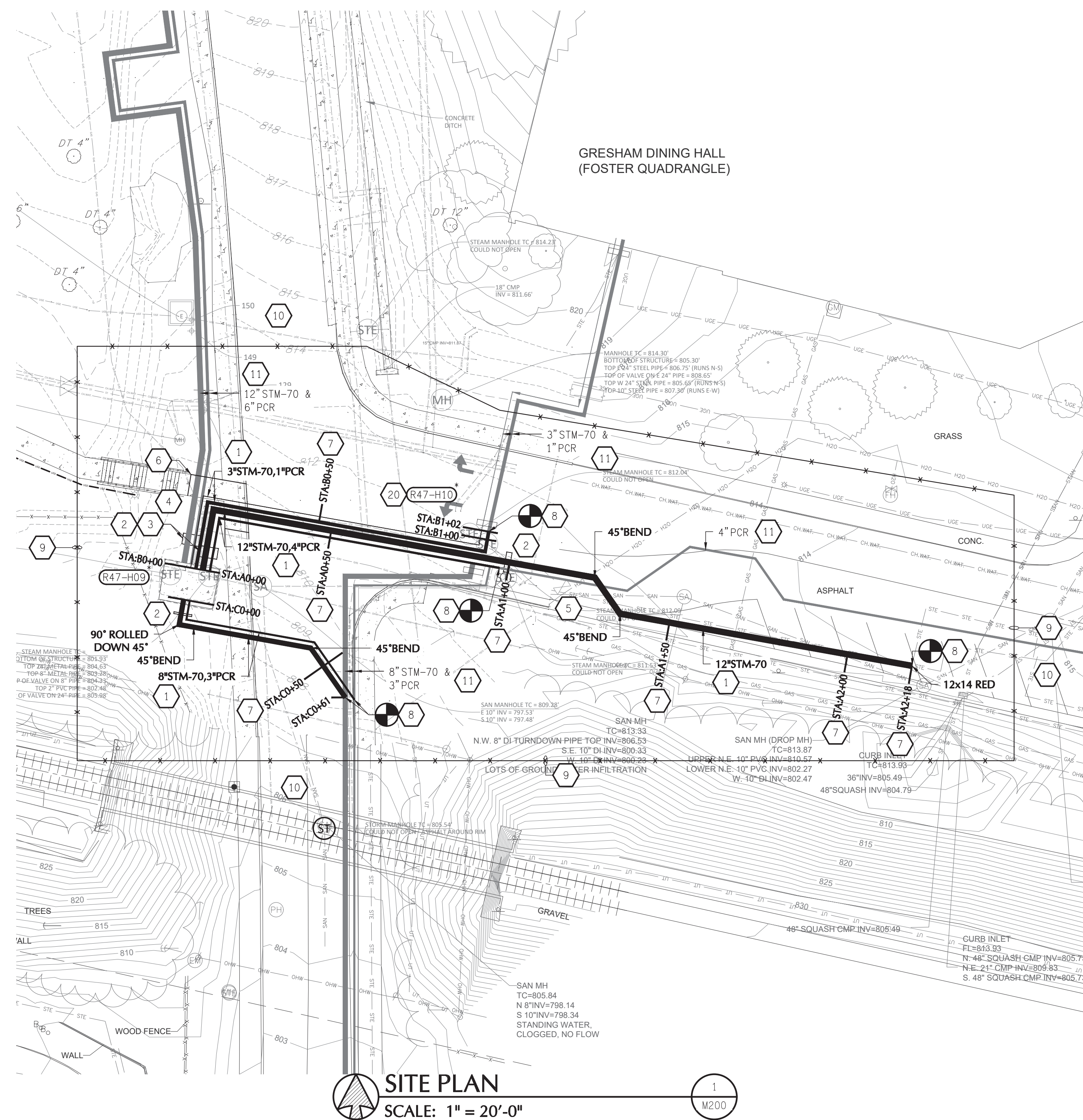
PLAN - R47-H10 - DEMO
SCALE: 1/4" = 1'-0"



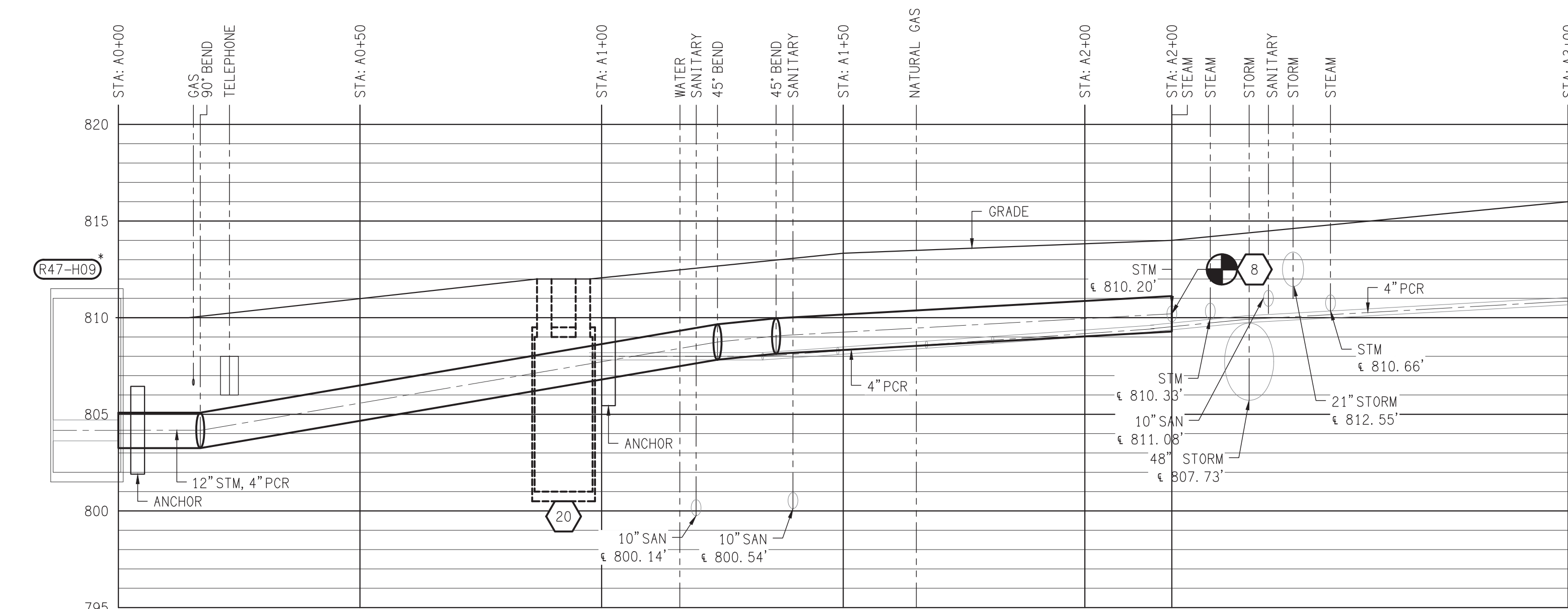
SECTION - R47-H09 - NEW WORK
SCALE: 1/4" = 1'-0"



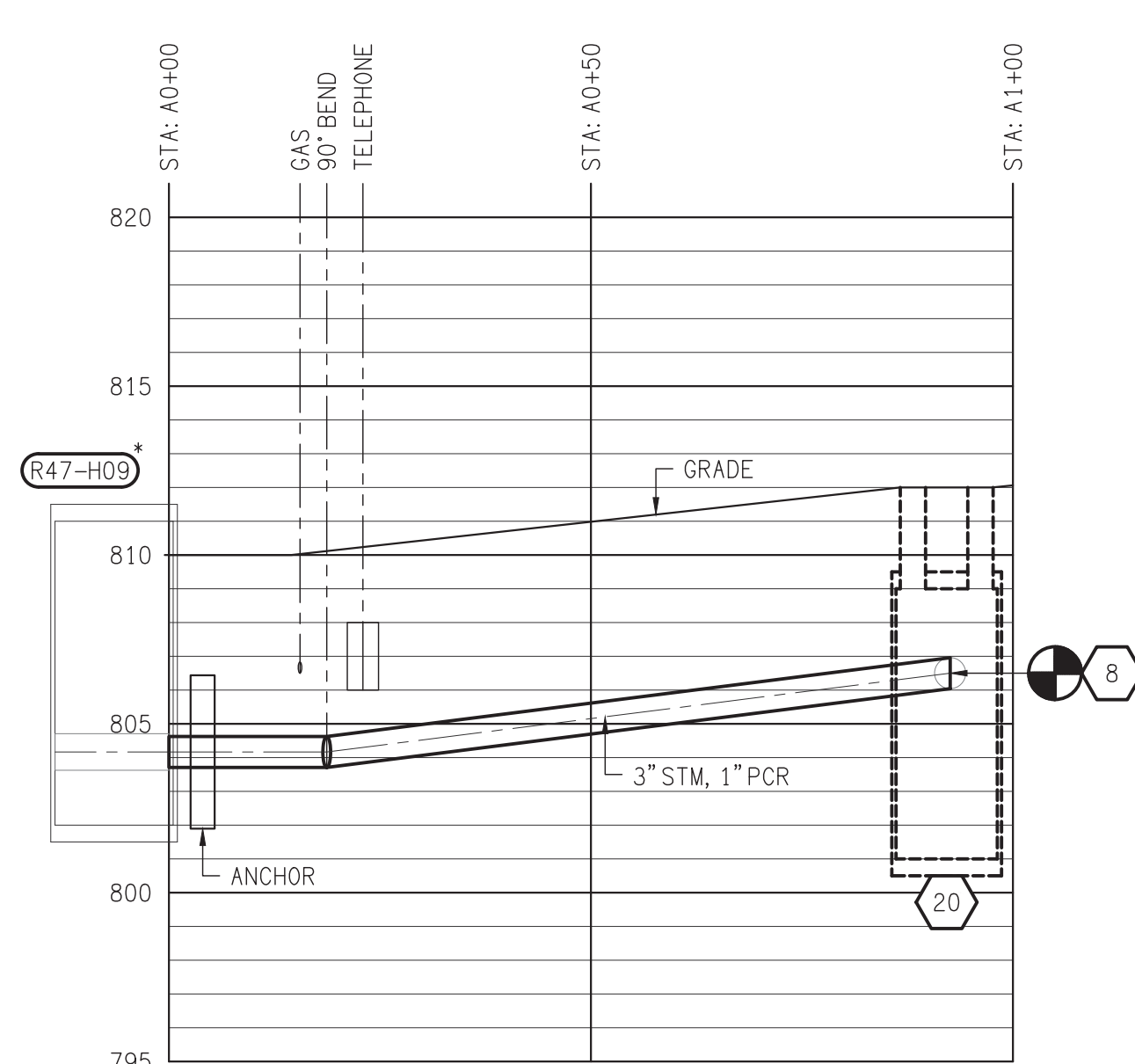
SECTION - R47-H10 - DEMO
SCALE: 1/4" = 1'-0"



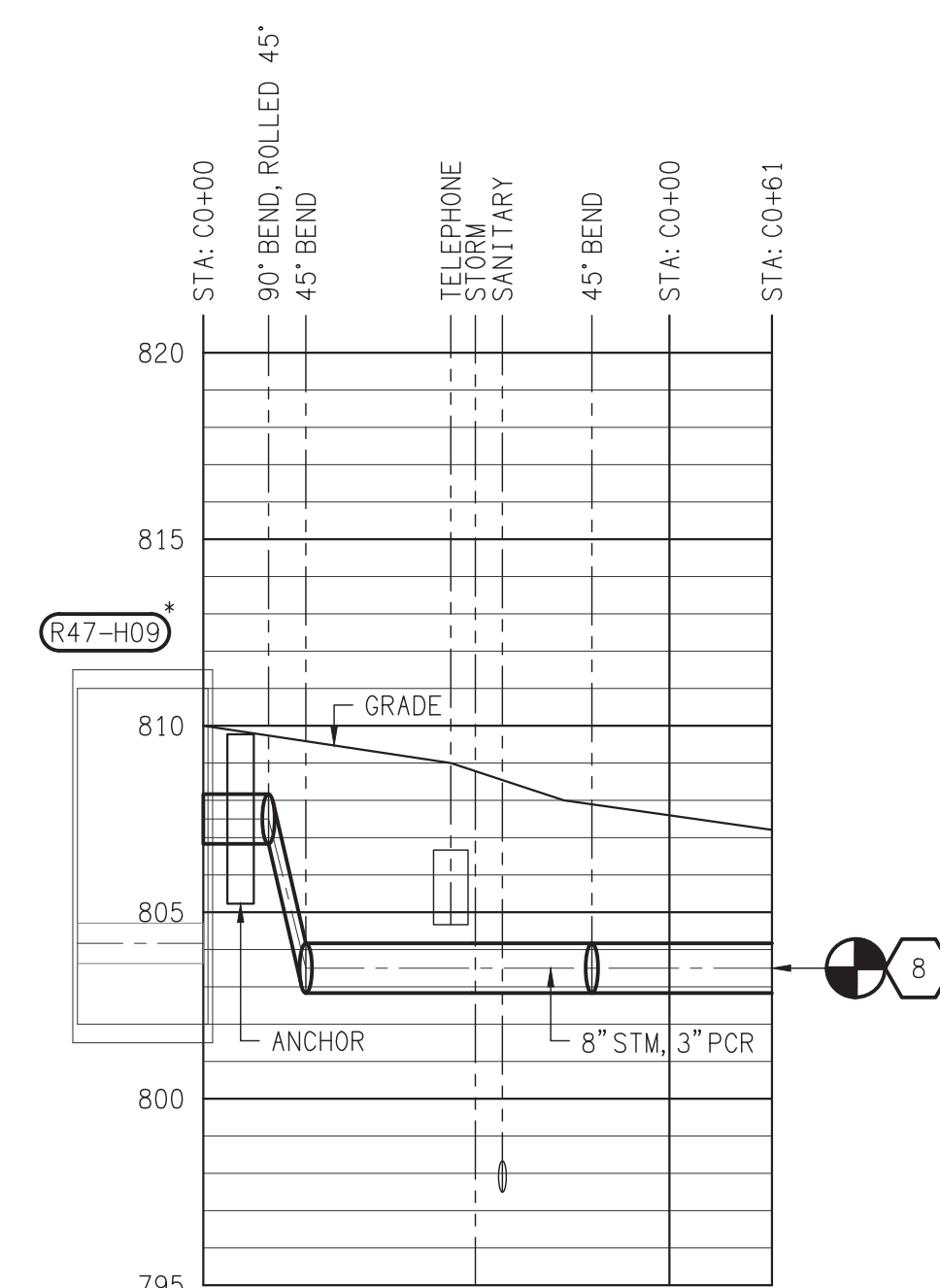
SITE PLAN
SCALE: 1" = 20'-0"



PROFILE "A"
SCALE: HORIZONTAL: 1" = 20'-0"
VERTICAL: 1" = 5'-0"



PROFILE "B"
SCALE: HORIZONTAL: 1" = 20'-0"
VERTICAL: 1" = 5'-0"



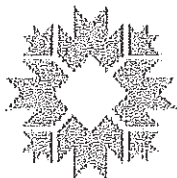
PROFILE "C"
SCALE: HORIZONTAL: 1" = 20'-0"
VERTICAL: 1" = 5'-0"

0 1/4 1/2 1 GRAPHIC SCALE 2

MULTI-BUILDING STEAM REPLACEMENT

Maintenance of Traffic Plan





CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

461 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: FEE & LAW LANE INTERSECTION

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Indiana University

E-MAIL: scosborn@iu.edu

COMPANY: Indiana University

ADDRESS: 820 N. Walnut Grove

CITY, STATE, ZIP: Bloomington, In. 47405

24-HR EMERGENCY CONTACT NAME: Scot Osborn

24-HR CONTACT PHONE #: 812-360-6159

ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

SUBCONTRACTOR INFORMATION

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Reed and Son's Construction

IS THIS A ☐ CBU* ☐ COUNTY* ☒ IU* ☐ NP* PROJECT?

PROJECT NAME: Law Lane

PROJECT #: 20181035

PROJECT MGR.: Scot Osborn

PROJECT MGR. #: 812-360-6159

*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY

*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

☐ POD/DUMPSTER ☐ CRANE ☐ SCAFFOLDING ☒ CONSTRUCTION USE* ☐ GAS ☐ ELECTRIC ☐ SANITARY SEWER ☐ WATER
☐ TELECOM ☐ OTHER (EXPLAIN):

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): N. Fee Lane / E. LAW LANE

SIDEWALK* ☒ ROAD CLOSURE ☐ LANE CLOSURE: ☐ 1 ☐ 2 ☐ 3 ☐

BIKE LANE ☐ BUS STOP ☐ ON-STREET PARKING* ☐ ALLEY

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES

START DATE: 6-29-22 END DATE: 8-13-22 # OF DAYS*: 43

REQUESTED CLOSURE HOURS: 12 AM - 12 PM

*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: 2040

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS:

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*:

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL:

LxWxD OF SIDEWALK RECONSTRUCTION*:

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*:

*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS:

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Scot Osborn

SIGNATURE: [Signature]

DATE: 6/17/2022



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG.
IT'S THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ Staff ☐ BPW ☐ City Engineer ☐ PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

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				
Vivian Wayland	01 - Refund Adoption fee - kittens- 6/5/22		06/24/2022	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1 Transactions		<u>\$75.00</u>
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-Laundry detergent and towels		06/24/2022	121.33
313 - Fastenal Company	01-Towels		06/24/2022	195.47
4586 - Hill's Pet Nutrition Sales, INC	01-prescription Dog & Cat Food		06/24/2022	148.77
4586 - Hill's Pet Nutrition Sales, INC	01 - Dog, Cat and Kitten food		06/24/2022	473.08
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-6/8/22		06/24/2022	259.50
4633 - Midwest Veterinary Supply, INC	01-Milk replacer		06/24/2022	68.92
4633 - Midwest Veterinary Supply, INC	01 - supportive medication		06/24/2022	181.04
4633 - Midwest Veterinary Supply, INC	01 - vinyl exam gloves and syringes		06/24/2022	249.00
4633 - Midwest Veterinary Supply, INC	01 - Milk replacer, appetite stimulants		06/24/2022	279.64
4633 - Midwest Veterinary Supply, INC	01 - antibiotics, Syringes, milk replacer		06/24/2022	451.04
5819 - Synchrony Bank	01-cleaning foamer, collars and bottle feeding supplies		06/24/2022	199.38
5819 - Synchrony Bank	01-cleaning foamer car wash kit		06/24/2022	34.99
5819 - Synchrony Bank	01-DFPL Supplies, Dove Food, Hose End Sprayers		06/24/2022	54.96



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

4666 - Zoetis, INC

01 - Antiparasitics -Albon Oral Suspension

06/24/2022

65.44

4666 - Zoetis, INC

01 - Antiparasitics -Albon Oral Suspension

06/24/2022

65.44

Account **52210 - Institutional Supplies** Totals

Invoice 15
Transactions

\$2,848.00

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety

01 - carabiners

06/24/2022

3.47

394 - Kleindorfer Hardware & Variety

01 - Spring snaps

06/24/2022

14.90

Account **52310 - Building Materials and Supplies** Totals

Invoice 2
Transactions

\$18.37

Account **52430 - Uniforms and Tools**

4447 - Municipal Emergency Services, INC

01-Uniform Scrubs tops

06/24/2022

74.14

4447 - Municipal Emergency Services, INC

01-Uniform Scrubs tops

06/24/2022

83.29

4447 - Municipal Emergency Services, INC

01-Uniform Scrubs tops

06/24/2022

154.54

Account **52430 - Uniforms and Tools** Totals

Invoice 3
Transactions

\$311.97

Account **53130 - Medical**

3376 - Bloomington Pets Alive, INC

01 - spay for Vogue (Female cat)-5/31/22

06/24/2022

30.00

3376 - Bloomington Pets Alive, INC

01-Spay/Neuter Surgeries-5/2-5/31/22

06/24/2022

5,560.00

54639 - Shake Veterinary Services, INC (Town & Country Vet

01 - Sedation & office visit

06/24/2022

28.00

54639 - Shake Veterinary Services, INC (Town & Country Vet

01-Spay/Neuters for May 24, 2022

06/24/2022

1,374.48

Account **53130 - Medical** Totals

Invoice 4
Transactions

\$6,992.48

Account **53220 - Postage**

4487 - PMB East, INC (PakMail)

01-BOH Shipping-6/6/22

06/24/2022

13.65

Account **53220 - Postage** Totals

Invoice 1
Transactions

\$13.65



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities

01-ACC-water/sewer bill-May 2022	06/13/2022	511.33
Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	<hr/> \$511.33

Account **53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

01-ACC-gas bill 5/3-6/2/22	06/13/2022	210.80
06-City Fac.-Natural Gas Commodity-May 2022 management fee	06/13/2022	1,020.77
Account 53540 - Natural Gas Totals	Invoice 2 Transactions	<hr/> \$1,231.57

6769 - EDF, INC (EDF Energy Services)

Account **53650 - Other Repairs**

3735 - Bluestone, LLC

01 - tree and brush removal	BC 2022-023	06/24/2022	11,865.25
Account 53650 - Other Repairs Totals	Invoice 1 Transactions		<hr/> \$11,865.25

Account **53990 - Other Services and Charges**

3735 - Bluestone, LLC

01 - tree and brush removal	BC 2022-023	06/24/2022	6,000.00
01-Microchip Registrations (1)		06/24/2022	9.99
01-Microchip Registrations (2)		06/24/2022	19.98

4045 - Datamars, INC

4045 - Datamars, INC

Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	<hr/> \$6,029.97
Program 010000 - Main Totals	Invoice 33 Transactions	<hr/> \$29,897.59

Program **010001 - Donations Over \$5K**

Account **52210 - Institutional Supplies**

4045 - Datamars, INC

01 - microchips (400)		06/24/2022	2,147.65
Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions		<hr/> \$2,147.65

Account **53130 - Medical**



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

6529 - BloomingPaws, LLC

01-Diagnostics - Wound care for feline

06/24/2022

42.33

6529 - BloomingPaws, LLC

01-Xrays & bloodwork on domestic shorthair feline

06/24/2022

312.21

6529 - BloomingPaws, LLC

01 - Xrays and heartworm treatment

06/24/2022

428.77

6529 - BloomingPaws, LLC

01-X-rays & Heartworm treatment & related services

06/24/2022

598.35

Account **53130 - Medical** Totals

Invoice 4

\$1,381.66

Transactions

Program **010001 - Donations Over \$5K** Totals

Invoice 5

\$3,529.31

Transactions

Department **01 - Animal Shelter** Totals

Invoice 38

\$33,426.90

Transactions

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**

651 - Engraving & Stamp Center, INC

02-Signature Stamp for Christina Smith

06/24/2022

32.50

Account **52110 - Office Supplies** Totals

Invoice 1

\$32.50

Transactions

Program **020000 - Main** Totals

Invoice 1

\$32.50

Transactions

Program **02RCVR - Recover Forward**

Account **53990 - Other Services and Charges**

467 - Groomer Construction, INC

20-Sidewalk repair contract - Recover Forward

BC 2021-118

06/24/2022

48,000.00

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

Invoice 1

\$48,000.00

Transactions

Account **54310 - Improvements Other Than Building**

467 - Groomer Construction, INC

20-Services for sidewalk repairs Addem#2021-150 Recover
Forward

BC 2021-150

06/24/2022

74,899.50

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

Invoice 1

\$74,899.50

Transactions

Program **02RCVR - Recover Forward** Totals

Invoice 2

\$122,899.50

Transactions



Board of Public Works Claim Register

Invoice Date Range 06/11/22 - 06/24/22

Department 02 - Public Works Totals		Invoice 3 Transactions	\$122,932.00
Department 03 - City Clerk			
Program 030000 - Main			
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	03-ILMCT Annual conf hotel deposit	06/13/2022	133.28
3560 - First Financial Bank / Credit Cards	03-IIMC Annual conf hotel	06/13/2022	1,316.94
5461 - Nicole Bolden	03-Travel expenses for IIMC Conference	06/24/2022	962.81
Account 53230 - Travel Totals		Invoice 3 Transactions	\$2,413.03
Account 53310 - Printing			
6309 - CivicPlus, INC	03-Municipal Code Supplement Update	06/24/2022	152.00
Account 53310 - Printing Totals		Invoice 1 Transactions	\$152.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	03-education subscription - Coursera Plus	06/13/2022	39.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	\$39.00
Account 53990 - Other Services and Charges			
8068 - Tomtech INC	03-Clerk Printer Repair Visit	06/24/2022	55.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$55.00
Program 030000 - Main Totals		Invoice 6 Transactions	\$2,659.03
Department 03 - City Clerk Totals		Invoice 6 Transactions	\$2,659.03
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

Account **52420 - Other Supplies**

3892 - Midwest Color Printing, INC

04: Business Cards for Chaz Mottinger 06/24/2022 63.72

4583 - Jean B Smiths (Bikesmiths)

04: Bike supplies and parts for TDM 06/24/2022 70.00

Account **52420 - Other Supplies** Totals Invoice 2
Transactions \$133.72

Account **53960 - Grants**

2981 - Bloomington Housing Authority Resident Council,INC

04: Grant for BHARC 06/24/2022 2,500.00

Account **53960 - Grants** Totals Invoice 1
Transactions \$2,500.00

Account **53970 - Mayor's Promotion of Business**

7652 - Esteban Garcia Bravo (Snebtor, LLC)

04: DJ for Twilight at Trades Event-Ritmos Calientes 06/24/2022 500.00

Account **53970 - Mayor's Promotion of Business** Totals Invoice 1
Transactions \$500.00

Account **53990 - Other Services and Charges**

6515 - Green Camino, INC (Earthkeepers)

04: City Operations Composting (City Hall, ACC, CBU, Transi 06/24/2022 375.00

Account **53990 - Other Services and Charges** Totals Invoice 1
Transactions \$375.00

Program **040000 - Main** Totals Invoice 5
Transactions \$3,508.72

Program **04WALD - Waldron Arts Center**

Account **53510 - Electrical Services**

223 - Duke Energy

04-Waldron-120 S. Walnut-elec chgs 5/3-6/1/22 06/13/2022 1,256.89

32 - Cassady Electrical Contractors, INC

04: Waldron Electrical work - installed double duplex 06/24/2022 708.12

Account **53510 - Electrical Services** Totals Invoice 2
Transactions \$1,965.01

Account **53990 - Other Services and Charges**

12283 - Smithville Communications

04- Waldron - Fiber Broadband Service 06/13/2022 586.00



Board of Public Works Claim Register

Invoice Date Range 06/11/22 - 06/24/22

8171 - Evan Copelly

4976 - Lewis Rogers

8146 - Maya Toffler

577 - W.W. Grainger, INC

04: Musical Performance at Waldron 4/23/22

06/24/2022

200.00

04: Entertainment for Waldron Art Show 5/6/22

06/24/2022

200.00

04: music from the Barncats at Waldron (3/4/22)

06/24/2022

100.00

04: Sanitation supplies for Waldron (TP, towels, trash bags)

06/24/2022

232.97

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

Invoice 5

\$1,318.97

Transactions

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

Invoice 7

\$3,283.98

Transactions

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

Invoice 12

\$6,792.70

Transactions

Department **05 - Common Council**

Program **050000 - Main**

Account **52110 - Office Supplies**

651 - Engraving & Stamp Center, INC

05 - Name tags for council members

06/24/2022

31.52

Account **52110 - Office Supplies** Totals

Invoice 1

\$31.52

Transactions

Program **050000 - Main** Totals

Invoice 1

\$31.52

Transactions

Department **05 - Common Council** Totals

Invoice 1

\$31.52

Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

371 - Pitney Bowes, INC

06- Mail Machine Red Ink (2)-5/25/22

06/24/2022

226.08

Account **52420 - Other Supplies** Totals

Invoice 1

\$226.08

Transactions

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards

06- SB0A School Blue Chip 1st night

06/13/2022

99.68



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

Account 53230 - Travel Totals		Invoice 1	\$99.68
		Transactions	
Account 53640 - Hardware and Software Maintenance			
3560 - First Financial Bank / Credit Cards	06-CFS Tax Software upgrade and Renewal	06/13/2022	339.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$339.00
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	06-Subscription for Monthly Payroll Information	06/13/2022	299.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$299.00
		Transactions	
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting-billing through 5/31/22	06/24/2022	7,963.20
5648 - Reedy Financial Group, PC	06-TIF Financial Consulting-billing through 5/31/22	06/24/2022	4,492.50
Account 53990 - Other Services and Charges Totals		Invoice 2	\$12,455.70
		Transactions	
Program 060000 - Main Totals		Invoice 6	\$13,419.46
		Transactions	
Department 06 - Controller's Office Totals		Invoice 6	\$13,419.46
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	07-Mini blind for door window between P&T and Engineering Dept	06/24/2022	20.03
Account 52420 - Other Supplies Totals		Invoice 1	\$20.03
		Transactions	
Account 53910 - Dues and Subscriptions			
204 - State Of Indiana	07-IN.gov Annual Subscription Fee	06/24/2022	95.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$95.00
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

Account **53990 - Other Services and Charges**

7396 - Info Tech, INC

07-Appia License (3) - 07/01/2022-07/01/2023 INV92127

06/24/2022

6,000.00

5829 - Wow Catering and Events, INC (Garnish Catering)

07 - Catering for Engineering Training-5/11/22

06/24/2022

765.15

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

Invoice 2

\$6,765.15

Transactions

Program **070000 - Main** Totals

Invoice 4

\$6,880.18

Transactions

Department **07 - Engineering** Totals

Invoice 4

\$6,880.18

Transactions

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09- paper, facial tissue, desk organizer

06/24/2022

112.35

6530 - Office Depot, INC

09- three tier tray

06/24/2022

21.49

Account **52110 - Office Supplies** Totals

Invoice 2

\$133.84

Transactions

Program **090000 - Main** Totals

Invoice 2

\$133.84

Transactions

Department **09 - CFRD** Totals

Invoice 2

\$133.84

Transactions

Department **10 - Legal**

Program **101000 - Human Rights**

Account **52420 - Other Supplies**

732 - Barbara E McKinney

10 food for ceremony 22

06/24/2022

38.38

Account **52420 - Other Supplies** Totals

Invoice 1

\$38.38

Transactions

Account **53160 - Instruction**

5020 - Fair Housing Center of Central Indiana, INC

10 Fair Housing Annual conference 541

06/24/2022

55.00



Board of Public Works Claim Register

Invoice Date Range 06/11/22 - 06/24/22

Account 53160 - Instruction Totals		Invoice 1	\$55.00
Program 101000 - Human Rights Totals		Transactions	
Department 10 - Legal Totals		Invoice 2	\$93.38
		Transactions	
		Invoice 2	\$93.38
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
3560 - First Financial Bank / Credit Cards	11-Trello Premium-5/21-12/24/22	06/13/2022	71.34
6530 - Office Depot, INC	11 -Posit it notes, steno pads, hand sanitizer & Chair	06/24/2022	547.37
Account 52110 - Office Supplies Totals		Invoice 2	\$618.71
		Transactions	
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	11 -Design marketplace membership-Krebbs	06/13/2022	29.95
3560 - First Financial Bank / Credit Cards	11 -SaaS communication platform for residents and info	06/13/2022	25.00
Account 52420 - Other Supplies Totals		Invoice 2	\$54.95
		Transactions	
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	11-hotel-KY conf- A. Krebs-5/9-5/12/22	06/13/2022	752.72
7347 - Andrew B Krebs	11 - reimbursement-fuel and ME&I conference	06/24/2022	259.33
Account 53230 - Travel Totals		Invoice 2	\$1,012.05
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	11 -Lucid- Org charts for CoB-5/28-6/28/22	06/13/2022	9.95
53442 - Paragon Micro, INC	11 -software for innovation	06/24/2022	9.16
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$19.11
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

Account **53960 - Grants**

3560 - First Financial Bank / Credit Cards

5954 - The Greater Bloomington Chamber Of Commerce, INC

5954 - The Greater Bloomington Chamber Of Commerce, INC

11 -Chamber event Reg (Carmichael) + Girls Inc sponsorship

06/13/2022

35.00

11 -BWIL attendance fee for Jane Kupersmith

06/24/2022

25.00

11 -WEB awards registration for Jane Kupersmith

06/24/2022

20.00

Account **53960 - Grants** Totals

Invoice 3
Transactions

\$80.00

Account **53990 - Other Services and Charges**

3404 - J.R. Watkins & Family, INC (Signs Now)

11 -Installation 7-line decals

06/24/2022

990.00

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

Invoice 1
Transactions

\$990.00

Program **110000 - Main** Totals

Invoice 12
Transactions

\$2,774.82

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

Invoice 12
Transactions

\$2,774.82

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

6099 - Safe Hiring Solutions

12-out of state background checks \$743.45

06/24/2022

743.45

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

Invoice 1
Transactions

\$743.45

Program **120000 - Main** Totals

Invoice 1
Transactions

\$743.45

Department **12 - Human Resources** Totals

Invoice 1
Transactions

\$743.45

Department **13 - Planning**

Program **130000 - Main**

Account **42080 - F.H.W.A. Planning**

585 - Bloomington Public Transportation Corporation

13 - FY 2022 Q3 BMCMPD UPWP

06/24/2022

2,141.58



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199 - Monroe County Government

13 - FY 2022 Q2 BMCMPPO FY 2022 UPWP

06/24/2022

3,990.12

199 - Monroe County Government

13 - FY 2022 Q3 BMCMPPO FY 2022 UPWP

06/24/2022

4,344.82

Account **42080 - F.H.W.A. Planning** Totals

Invoice 3
Transactions

\$10,476.52

Account **52420 - Other Supplies**

5819 - Synchrony Bank

13-Office space heater (Carmen)

06/24/2022

39.99

Account **52420 - Other Supplies** Totals

Invoice 1
Transactions

\$39.99

Account **53230 - Travel**

7306 - Maria Karina Pazos

13-Travel Reimb-APA Conf.(K. Pazos-Airfare, Hotel, Per Diem)

06/24/2022

1,642.78

Account **53230 - Travel** Totals

Invoice 1
Transactions

\$1,642.78

Account **53990 - Other Services and Charges**

4201 - One World Catering & Events (Lennie's, INC)

13-ADU Workshop on 5/23/22

06/24/2022

211.50

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

Invoice 1
Transactions

\$211.50

Program **130000 - Main** Totals

Invoice 6
Transactions

\$12,370.79

Department **13 - Planning** Totals

Invoice 6
Transactions

\$12,370.79

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC

19- Makita multi tool, 1-3/4" tin blade, Makita 18 volt battery

06/24/2022

224.93

409 - Black Lumber Co. INC

19 - fence post

06/24/2022

23.96

4574 - John Deere Financial (Rural King)

19-9 market umbrella w/crank for PW Facilities

06/24/2022

159.72

394 - Kleindorfer Hardware & Variety

19-cutter seal caulk and keilfor Facilities

06/24/2022

6.88



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394 - Kleindorfer Hardware & Variety	19 - (2) Pik stiks		06/24/2022	37.98
394 - Kleindorfer Hardware & Variety	19-keys, sloan part, 'C' batteries, door stop, cleaning supplies		06/24/2022	145.32
394 - Kleindorfer Hardware & Variety	19-Nut drivers, flush lever, screws, coat hook, snapping plier		06/24/2022	173.49
Account 52310 - Building Materials and Supplies Totals			Invoice 7 Transactions	<hr/> \$772.28
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	19-Name Plates in Suites for New Employees @ City Hall		06/24/2022	44.02
337 - Stansifer Radio Co, INC	19- Parts needed to portable sound system		06/24/2022	1.84
Account 52420 - Other Supplies Totals			Invoice 2 Transactions	<hr/> \$45.86
Account 52430 - Uniforms and Tools				
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees	BC 2009-52	06/24/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees	BC 2009-52	06/24/2022	30.84
Account 52430 - Uniforms and Tools Totals			Invoice 2 Transactions	<hr/> \$61.68
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - May 2022		06/13/2022	2,270.72
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-May 2022		06/13/2022	15.79
Account 53530 - Water and Sewer Totals			Invoice 2 Transactions	<hr/> \$2,286.51
Account 53610 - Building Repairs				
912 - Central Security Systems, INC	19- Com Mon w/ Test 7/1/22-9/30/22		06/24/2022	150.00
4483 - City Lawn Corporation	19-SA Mowing at 2541 W 3rd St 5/4-5/24	BC 2021-104	06/24/2022	200.00
4483 - City Lawn Corporation	19-SA Mowing at 1910 3rd St 5/4-5/25	BC 2021-104	06/24/2022	160.00
4483 - City Lawn Corporation	19-SA Mowing @ City Hall 5/4-5/26	BC 2021-104	06/24/2022	250.00



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4483 - City Lawn Corporation	19-SA Mowing Tapp/Rockport 5/9-5/17	BC 2021-104	06/24/2022	70.00
21104 - Cummins Crosspoint, LLC	19-SA Full PM Service for Generator @ City Hall	BC 2022-005	06/24/2022	889.28
321 - Harrell Fish, INC (HFI)	19-HVAC DIGITAL CONTROLS UPGRADE & Central Plant control upgrade		06/24/2022	955.00
321 - Harrell Fish, INC (HFI)	19-SA Quarterly Planned Maintenance @ City Hall	BC 2021-111	06/24/2022	2,027.00
1537 - Indiana Door & Hardware Specialties, INC	19 - Key blanks	BC 2021-142	06/24/2022	960.00
7402 - Nature's Way, INC	19-SA Monthly Maintenance Billing - June 2022	BC 2021-141	06/24/2022	364.03
Account 53610 - Building Repairs Totals		Invoice 10 Transactions		<hr/> \$6,025.31
Account 53630 - Machinery and Equipment Repairs				
293 - J&S Locksmith Shop, INC	19-Repair of Lawn mower		06/24/2022	113.36
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions		<hr/> \$113.36
Account 54510 - Other Capital Outlays				
321 - Harrell Fish, INC (HFI)	19-HVAC DIGITAL CONTROLS UPGRADE & Central Plant control upgrade	BC 2022-018	06/24/2022	35,395.00
Account 54510 - Other Capital Outlays Totals		Invoice 1 Transactions		<hr/> \$35,395.00
Program 190000 - Main Totals		Invoice 25 Transactions		<hr/> \$44,700.00
Department 19 - Facilities Maintenance Totals		Invoice 25 Transactions		<hr/> \$44,700.00
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
793 - Indiana Safety Company, INC	28 - 3M N95 masks - 4 boxes		06/24/2022	65.99
6530 - Office Depot, INC	28 - Plotter black ink cartridge		06/24/2022	240.89
6530 - Office Depot, INC	28 - Plotter toner - HP 81A black		06/24/2022	148.55



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6530 - Office Depot, INC

28 - Eight rolls white paper - ITS plotter

06/24/2022

847.92

5103 - Staples Contract & Commercial, INC

28 - HON Ignition 2.0 Mesh Back Fabric Task Chair - Steve
Hudson

06/24/2022

351.60

Account **52420 - Other Supplies** Totals

Invoice 5
Transactions

\$1,654.95

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

28-Code for America two-day virtual conf 5/17-18/2022

06/13/2022

105.49

Account **53160 - Instruction** Totals

Invoice 1
Transactions

\$105.49

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

7396 - Info Tech, INC

28 - IT Research and Advisory Services - Leadership
level&Bundle

06/24/2022

24,215.29

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

Invoice 1
Transactions

\$24,215.29

Account **53210 - Telephone**

1079 - AT&T

28-phone chares 4/20-5/19/22-#812 339-2261 261 1

06/13/2022

6,361.98

Account **53210 - Telephone** Totals

Invoice 1
Transactions

\$6,361.98

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards

28-D. King Southwest airfare for APC Sept 2022 conf-FL

06/13/2022

325.96

3560 - First Financial Bank / Credit Cards

28-L. Haley GIS conf hotel stay 5/23-25/2022

06/13/2022

192.00

3560 - First Financial Bank / Credit Cards

28-M. Stier GIS conference hotel stay 5/23-25/2022

06/13/2022

192.00

3560 - First Financial Bank / Credit Cards

28-R. Creek GIS conference hotel stay 5/23-25/2022

06/13/2022

192.00

Account **53230 - Travel** Totals

Invoice 4
Transactions

\$901.96

Account **53640 - Hardware and Software Maintenance**

3560 - First Financial Bank / Credit Cards

28 - Zoho Site 24/7 subscription - May 27 - June 26, 2022

06/13/2022

39.00

53442 - Paragon Micro, INC

28 - AVG Antivirus Business Edition -800 seats - 5/19/22-
5/19/23

06/24/2022

6,949.99



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8750 - Service Express, INC

28 - City Hall & BPD Server maintenance 7/1/2022-9/30/2022

06/24/2022

2,217.00

7177 - Zoho Corporation

28 - Manage Engine Service Desk Plus renewal-21 seats- 6/22-6/23

06/24/2022

7,864.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 4
Transactions

\$17,069.99

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

28 - Bluesky Zoom timer monthly subscription May 2022

06/13/2022

89.95

3560 - First Financial Bank / Credit Cards

28 - Google APIs May 1-31, 2022

06/13/2022

35.58

3560 - First Financial Bank / Credit Cards

28 - Google domain bloomingtonhospitalsite.com

06/13/2022

12.00

3560 - First Financial Bank / Credit Cards

28-Domain hosting-bloomingtonhospitalsite.com-exp 5/18/23

06/13/2022

155.88

3560 - First Financial Bank / Credit Cards

28 - Zoom Business Annual Subscription 5/20/22-6/19/23

06/13/2022

7,826.30

3560 - First Financial Bank / Credit Cards

28 - Submittable monthly subscription 5/27--6/27/2022

06/13/2022

119.00

3560 - First Financial Bank / Credit Cards

28 - Google Cloud API threshold charge 5/29/22

06/13/2022

100.00

3560 - First Financial Bank / Credit Cards

28 - Canva Pro annual subscription 2022

06/13/2022

957.72

8173 - Copper CRM INC

28 - Annual Professional Subscription - ESD - 5/13/22-5/13/23

06/24/2022

5,522.40

7344 - Periodic INC

28 - May 2022 Resources and Bookables overage

06/24/2022

136.00

5786 - Promevo, LLC

28 - Ten Chrome Enterprise licenses - annual plan

06/24/2022

500.00

5786 - Promevo, LLC

28 - ITS After Hours Google Voice subscription May 2022

06/24/2022

49.75

Account **53910 - Dues and Subscriptions** Totals

Invoice 12
Transactions

\$15,504.58

Account **54420 - Purchase of Equipment**

3560 - First Financial Bank / Credit Cards

28 - Two removable SSD enclosures

06/13/2022

28.00

Account **54420 - Purchase of Equipment** Totals

Invoice 1
Transactions

\$28.00

Program **280000 - Main** Totals

Invoice 29
Transactions

\$65,842.24



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Department **28 - ITS** Totals
Fund **101 - General Fund (S0101)** Totals

Invoice 29	\$65,842.24
Transactions	
Invoice 147	\$312,800.31
Transactions	

Fund **176 - ARPA Local Fiscal Recvry (S9512)**

Department **04 - Economic & Sustainable Dev**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

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

7981 - Staples Marketing, LLC (Affirm)

04: TDM Marketing Planning/Services-social media set up,
plannin
Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals

06/24/2022	2,500.00
Invoice 1	\$2,500.00
Transactions	

Account **53970 - Mayor's Promotion of Business**

208 - City Of Bloomington Utilities

04-Waldron-122 S. Walnut-water/sewer May 2022

06/13/2022	163.48
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208 - City Of Bloomington Utilities

04-Waldron-122 S. Walnut-water/sewer April 2022

06/13/2022	186.54
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Account **53970 - Mayor's Promotion of Business** Totals

Invoice 2	\$350.02
Transactions	

Account **53990 - Other Services and Charges**

1138 - BCT Management, INC

04: Waldron Interim Maintenance Labor (BCT)

06/24/2022	2,497.81
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1138 - BCT Management, INC

04: Waldron Interim Maintenance Labor (BCT)

06/24/2022	1,567.81
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Account **53990 - Other Services and Charges** Totals

Invoice 2	\$4,065.62
Transactions	

Program **G21005 - ARPA COVID Local Fiscal Recovery** Totals

Invoice 5	\$6,915.64
Transactions	

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

Invoice 5	\$6,915.64
Transactions	

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **52330 - Street , Alley, and Sewer Material**



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334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps	BC 2022-010	06/24/2022	740.00
334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps	BC 2022-010	06/24/2022	740.00
334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps	BC 2022-010	06/24/2022	740.00
19278 - Milestone Contractors, LP	20 - Asphalt for paving and patching	BC 2021-19	06/24/2022	3,957.72
19278 - Milestone Contractors, LP	20-Asphalt for paving	BC 2021-19	06/24/2022	33,489.99
19278 - Milestone Contractors, LP	20-Asphalt for patching	BC 2021-19	06/24/2022	10,574.00
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 6		\$50,241.71
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Transactions		
		Invoice 6		\$50,241.71
Department 20 - Street Totals		Transactions		
		Invoice 6		\$50,241.71
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Transactions		
		Invoice 11		\$57,157.35
		Transactions		
Fund 249 - Grants Non Approp				
Department 07 - Engineering				
Program G22006 - INDOT Signal Tapp & Deborah				
Account 54510 - Other Capital Outlays				
5149 - E&B Paving, INC	07-Tapp/Deborah Signal Install Proj, BC-2021-146-CN-4/6-5/24/22	BC 2021-146	06/24/2022	171,763.80
18844 - First Financial Bank, N.A.	07-Tapp/Deborah Signal Install Proj, BC-2021-146-CN-4/6-5/24/22	BC 2021-146	06/24/2022	9,040.20
Account 54510 - Other Capital Outlays Totals		Invoice 2		\$180,804.00
Program G22006 - INDOT Signal Tapp & Deborah Totals		Transactions		
		Invoice 2		\$180,804.00
Department 07 - Engineering Totals		Transactions		
		Invoice 2		\$180,804.00
		Transactions		
Department 10 - Legal				
Program G21022 - 2021 Lead Froward Lilly				



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Account **52420 - Other Supplies**

732 - Barbara E McKinney

10 Reimbursement for Trash Pickers 52722

06/24/2022

38.76

Account **52420 - Other Supplies** Totals

Invoice 1

\$38.76

Transactions

Program **G21022 - 2021 Lead Froward Lilly** Totals

Invoice 1

\$38.76

Transactions

Department **10 - Legal** Totals

Invoice 1

\$38.76

Transactions

Fund **249 - Grants Non Approp** Totals

Invoice 3

\$180,842.76

Transactions

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC

25 - Line location services - 2022

06/24/2022

3,435.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1

\$3,435.00

Transactions

Account **54450 - Equipment**

6222 - Apple, INC

25 - CapR 4 Square stands, 4 64GB wifi iPads, 4 Apple Care

06/24/2022

2,111.80

53442 - Paragon Micro, INC

25 - CapR - 63 each: laptops, docks, bags, keyboard/mice
combos

06/24/2022

1,499.95

53442 - Paragon Micro, INC

25 - CapR - 63 each: laptops, docks, bags, keyboard/mice
combos

06/24/2022

2,569.99

53442 - Paragon Micro, INC

25 - CapR - 63 each: laptops, docks, bags, keyboard/mice
combos

06/24/2022

1,679.99

53442 - Paragon Micro, INC

25 - CapR - 63 each: laptops, docks, bags, keyboard/mice
combos

06/24/2022

237.99

53442 - Paragon Micro, INC

25 - CapR - 63 each: laptops, docks, bags, keyboard/mice
combos

06/24/2022

34.99

Account **54450 - Equipment** Totals

Invoice 6

\$8,134.71

Transactions

Program **254000 - Infrastructure** Totals

Invoice 7

\$11,569.71

Transactions



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Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

28-3940 N Kinser Pike-business serv./equip chgs-6/21-7/20/22

06/13/2022

159.57

Account **53150 - Communications Contract** Totals

Invoice 1

\$159.57

Transactions

Program **256000 - Services** Totals

Invoice 1

\$159.57

Transactions

Department **25 - Telecommunications** Totals

Invoice 8

\$11,729.28

Transactions

Fund **401 - Non-Reverting Telecom (S1146)** Totals

Invoice 8

\$11,729.28

Transactions

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy

02 - 17th & Dunn - elec charges for 5/4 to 6/2/22

BC 2015-70

06/13/2022

43.11

223 - Duke Energy

02 - 3rd & Indiana - elec charges for 5/4 - 6/2/22

06/13/2022

39.90

Account **53520 - Street Lights / Traffic Signals** Totals

Invoice 2

\$83.01

Transactions

Program **200000 - Main** Totals

Invoice 2

\$83.01

Transactions

Department **20 - Street** Totals

Invoice 2

\$83.01

Transactions

Fund **450 - Local Road and Street(S0706)** Totals

Invoice 2

\$83.01

Transactions

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**



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409 - Black Lumber Co. INC	20-Gal of bar/chain oil for Street Crews	06/24/2022	12.99
409 - Black Lumber Co. INC	20-1.33 gallons of roundup 365 for Street Crews	06/24/2022	37.97
409 - Black Lumber Co. INC	20-Armour all Protectant for Street Crews	06/24/2022	4.99
409 - Black Lumber Co. INC	20-Rust-oleum SR Flat Black for Street Crews	06/24/2022	20.91
394 - Kleindorfer Hardware & Variety	20-3 keys for Street Crews	06/24/2022	4.17
6262 - Koenig Equipment, INC	20-3 spark plugs, filter plate, woodcutter oil-tree/mowing crews	06/24/2022	80.10
6262 - Koenig Equipment, INC	20-filter, 14in-3/8 Picco for tree/mowing crews	06/24/2022	52.98
Account 52420 - Other Supplies Totals		Invoice 7 Transactions	<hr/> \$214.11
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Pagers for snow control	06/24/2022	87.26
Account 53250 - Pagers Totals		Invoice 1 Transactions	<hr/> \$87.26
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-May 2022	06/13/2022	234.79
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-May 2022	06/13/2022	44.33
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-May 2022	06/13/2022	35.47
Account 53530 - Water and Sewer Totals		Invoice 3 Transactions	<hr/> \$314.59
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-May 2022 management fee	06/13/2022	259.46
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	<hr/> \$259.46
Account 53610 - Building Repairs			
656 - B&L Sheet Metal and Roofing, INC	20-SA to repair roof leak in lunch room area at Street	BC 2021-101 06/24/2022	910.34



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Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$910.34
Account 53630 - Machinery and Equipment Repairs			
2974 - MacAllister Machinery Co, INC	20-Outside Repairs for Paving Machine&Repairs to asphalt paver	06/24/2022	14,276.58
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions	<hr/> \$14,276.58
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-Uniform Services - easycare&autopayroll for Street Department	06/24/2022	10.60
19171 - Aramark Uniform & Career Apparel Group, INC	20- Mat Services for Street Department	06/24/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-Uniform Services-easy care& Auto payroll deduction	06/24/2022	10.60
19171 - Aramark Uniform & Career Apparel Group, INC	20- Mat Services for Street Department	06/24/2022	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	<hr/> \$89.76
Account 53990 - Other Services and Charges			
467 - Groomer Construction, INC	20-Sidewalk repair contract - Recover Forward	BC 2021-150 06/24/2022	1,930.25
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Services 2022	06/24/2022	914.85
20275 - The Travelers Indemnity	20-Deductible for Insurance Claims	06/24/2022	16,000.00
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	<hr/> \$18,845.10
Program 200000 - Main Totals		Invoice 21 Transactions	<hr/> \$34,997.20
Department 20 - Street Totals		Invoice 21 Transactions	<hr/> \$34,997.20
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 21 Transactions	<hr/> \$34,997.20
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			



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Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill-May 2022	06/13/2022	126.93
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-May 2022	06/13/2022	47.75
208 - City Of Bloomington Utilities	26-Trades Garage-489 W 10th-water/sewer bill-May 2022	06/13/2022	126.56
Account 53530 - Water and Sewer Totals		Invoice 3 Transactions	<hr/> \$301.24

Account **53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 5/2-6/1/22	06/13/2022	49.50
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 5/2-6/1/22	06/13/2022	49.50
Account 53540 - Natural Gas Totals		Invoice 2 Transactions	<hr/> \$99.00

Account **53610 - Building Repairs**

393 - Kone INC	26-SA Maintenance 02/01-04/30/2022	BC 2022-024 06/24/2022	1,404.69
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$1,404.69

Account **53640 - Hardware and Software Maintenance**

54432 - T2 Systems, INC	26-T2 Special Projects	06/24/2022	500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<hr/> \$500.00
Program 260000 - Main Totals		Invoice 7 Transactions	<hr/> \$2,304.93
Department 26 - Parking Totals		Invoice 7 Transactions	<hr/> \$2,304.93
Fund 452 - Parking Facilities(S9502) Totals		Invoice 7 Transactions	<hr/> \$2,304.93

Fund **454 - Alternative Transport(S6301)**

Department **02 - Public Works**

Program **020000 - Main**



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Account **46060 - Other Violations**

Michael Rabinowitz

26-Citation paid twice on 11/8/21 and 5/21/22

06/24/2022

60.00

Neil Westerduin

26-double payment on ticket

06/24/2022

30.00

Account **46060 - Other Violations** Totals

Invoice 2

\$90.00

Transactions

Program **020000 - Main** Totals

Invoice 2

\$90.00

Transactions

Department **02 - Public Works** Totals

Invoice 2

\$90.00

Transactions

Department **26 - Parking**

Program **260000 - Main**

Account **53640 - Hardware and Software Maintenance**

54432 - T2 Systems, INC

26-T2 Special Projects

06/24/2022

2,000.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1

\$2,000.00

Transactions

Program **260000 - Main** Totals

Invoice 1

\$2,000.00

Transactions

Department **26 - Parking** Totals

Invoice 1

\$2,000.00

Transactions

Fund **454 - Alternative Transport(S6301)** Totals

Invoice 3

\$2,090.00

Transactions

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

Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

8081 - Hotels for Hope INC (Hotels For Homeless)

09-2022 DTO Grant - casework salary 1/15-2/25/22

06/24/2022

3,000.00

8081 - Hotels for Hope INC (Hotels For Homeless)

09-2022 DTO Grant - emergency hotel stays 2/9-5/10/22

06/24/2022

3,677.00

Account **53960 - Grants** Totals

Invoice 2

\$6,677.00

Transactions



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Program **090000 - Main** Totals

Invoice 2

\$6,677.00

Transactions

Department **09 - CFRD** Totals

Invoice 2

\$6,677.00

Transactions

Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

313 - Fastenal Company	26-plastic wire ties for posting special event and reserved sign	06/24/2022	130.45
4264 - IPS Group, INC	26-Boxes to store meter housings and clocks	06/24/2022	825.00
4264 - IPS Group, INC	26-batteries for meters 50 pcs	06/24/2022	1,750.00
6688 - SSW Enterprises, LLC (Office Pride)	26-cleaning service for Parking Enforcement Offices	BC 2022-007 06/24/2022	373.00
Account 52340 - Other Repairs and Maintenance Totals			Invoice 4 Transactions
			\$3,078.45

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	26-misc parking supplies	06/24/2022	12.96
394 - Kleindorfer Hardware & Variety	26-anchors, tool organizer	06/24/2022	15.03
Account 52420 - Other Supplies Totals			Invoice 2 Transactions
			\$27.99

Account **52430 - Uniforms and Tools**

4447 - Municipal Emergency Services, INC	26-Uniform rain coat for Alexander	06/24/2022	48.00
4447 - Municipal Emergency Services, INC	26-Uniform for Lawson - 2 pant	06/24/2022	36.90
4447 - Municipal Emergency Services, INC	26-Uniform for Wisley 1 jacket	06/24/2022	37.11
4447 - Municipal Emergency Services, INC	26-3 uniform shorts for Susan McCarter	06/24/2022	111.69
4447 - Municipal Emergency Services, INC	26 - Uniform jacket for Brian Alexander	06/24/2022	37.11
4447 - Municipal Emergency Services, INC	26-Uniform for York - new employee needs everything	06/24/2022	621.77



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Account 52430 - Uniforms and Tools Totals		Invoice 6 Transactions	\$892.58
Account 53240 - Freight / Other			
4264 - IPS Group, INC	26-Boxes to store meter housings and clocks	06/24/2022	582.79
Account 53240 - Freight / Other Totals		Invoice 1 Transactions	\$582.79
Account 53410 - Liability / Casualty Premiums			
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	26-insurance deductible for accident of vehicle 241-Justin Heath	06/24/2022	5,000.00
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1 Transactions	\$5,000.00
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR returns for May 2022	06/24/2022	897.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	\$897.00
Account 53830 - Bank Charges			
4264 - IPS Group, INC	26-transaction and card fees for May 2022	06/24/2022	13,247.75
Account 53830 - Bank Charges Totals		Invoice 1 Transactions	\$13,247.75
Program 260000 - Main Totals		Invoice 16 Transactions	\$23,726.56
Department 26 - Parking Totals		Invoice 16 Transactions	\$23,726.56
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 18 Transactions	\$30,403.56
Fund 456 - MVH Restricted			
Department 20 - Street			
Program 200000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
19278 - Milestone Contractors, LP	20-Millings credit for asphalt	BC 2021-119 06/24/2022	(991.98)



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19278 - Milestone Contractors, LP	20-Credit for asphalt millings	BC 2021-119	06/24/2022	(4,469.10)
19278 - Milestone Contractors, LP	20 - Asphalt for paving and patching	BC 2021-119	06/24/2022	29,200.23
19278 - Milestone Contractors, LP	20-Asphalt for patching	BC 2021-119	06/24/2022	32,675.07
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 4 Transactions		<hr/> \$56,414.22
Account 52420 - Other Supplies				
394 - Kleindorfer Hardware & Variety	20-3gal metal sprayer & 2-Propane H.P. Regulator/paving crews		06/24/2022	179.97
Account 52420 - Other Supplies Totals		Invoice 1 Transactions		<hr/> \$179.97
Account 53630 - Machinery and Equipment Repairs				
2974 - MacAllister Machinery Co, INC	20-Outside Repairs for Paving Machine&Repairs to asphalt paver		06/24/2022	886.77
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions		<hr/> \$886.77
Program 200000 - Main Totals		Invoice 6 Transactions		<hr/> \$57,480.96
Department 20 - Street Totals		Invoice 6 Transactions		<hr/> \$57,480.96
Fund 456 - MVH Restricted Totals		Invoice 6 Transactions		<hr/> \$57,480.96
Fund 601 - Cumulative Capital Devlp(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-Asphalt for patching	BC 2021-119	06/24/2022	926.26
19278 - Milestone Contractors, LP	20 - Asphalt for paving and patching	BC 2021-119	06/24/2022	112.56
19278 - Milestone Contractors, LP	20-Asphalt for patching	BC 2021-119	06/24/2022	418.48
19278 - Milestone Contractors, LP	20 - Asphalt for paving and patching	BC 2021-119	06/24/2022	243.68



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19278 - Milestone Contractors, LP	20-Asphalt for patching	BC 2021-119	06/24/2022	144.40
19278 - Milestone Contractors, LP	20-Asphalt for patching	BC 2021-119	06/24/2022	297.36
19278 - Milestone Contractors, LP	20-Tack Oil for Paving	BC 2021-119	06/24/2022	1,483.20
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 7		\$3,625.94
		Transactions		
Program 020000 - Main Totals		Invoice 7		\$3,625.94
		Transactions		
Department 02 - Public Works Totals		Invoice 7		\$3,625.94
		Transactions		
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 7		\$3,625.94
		Transactions		
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	16-Armor All for Sanitation Use		06/24/2022	39.99
Account 52310 - Building Materials and Supplies Totals		Invoice 1		\$39.99
		Transactions		
Account 52420 - Other Supplies				
48 - Continental Research Corporation	Hand soap/Dispenser for men restroom		06/24/2022	279.00
Account 52420 - Other Supplies Totals		Invoice 1		\$279.00
		Transactions		
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	Wireless Radio Service for June 2022		06/24/2022	572.05
Account 53150 - Communications Contract Totals		Invoice 1		\$572.05
		Transactions		
Account 53240 - Freight / Other				
48 - Continental Research Corporation	Hand soap/Dispenser for men restroom		06/24/2022	31.06



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Account 53240 - Freight / Other Totals		Invoice 1 Transactions	\$31.06
Account 53410 - Liability / Casualty Premiums			
Daniel Niederman	16-Reimburse for damage to mailbox	06/24/2022	917.00
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1 Transactions	\$917.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-May 2022	06/13/2022	120.69
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	\$120.69
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-May 2022 management fee	06/13/2022	133.59
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	16-Sanitation-gas bill 5/3-6/2/22	06/13/2022	50.06
Account 53540 - Natural Gas Totals		Invoice 2 Transactions	\$183.65
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/25/22	BC 2009-52 06/24/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service 5/25/22	06/24/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/01/22	BC 2009-52 06/24/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service 6/01/22	06/24/2022	23.26
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	\$62.54
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-recycling fees - 5/16-5/31/22	06/24/2022	3,244.84
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-5/16-5/31/22	06/24/2022	18,324.28
Account 53950 - Landfill Totals		Invoice 2 Transactions	\$21,569.12



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Program 160000 - Main Totals	Invoice 14	\$23,775.10
Department 16 - Sanitation Totals	Transactions	
	Invoice 14	\$23,775.10
Fund 730 - Solid Waste (S6401) Totals	Transactions	
	Invoice 14	\$23,775.10
	Transactions	

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

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10 Safety shoes D. Eads Parks 2022	06/24/2022	73.50
8613 - Crane's Leather & Shoe Shop, INC	10 Safety shoes M. Sciscoe 2022	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety shoes R. Jackson 2022	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety shoes Joe Morrow 2022	06/24/2022	97.50
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - P Lagenour	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - G Dobbs	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - A Cornwell	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - J Behrman	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - M Tull	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - K Williams	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - K Williams #2 pair	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - J Cunningham	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - Z Eads	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - T Brewer	06/24/2022	100.00



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8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - J Walls	06/24/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - N Campbell	06/24/2022	85.00
8613 - Crane's Leather & Shoe Shop, INC	10 Safety Shoes 2022 - Z Burnworth	06/24/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 - Safety Shoes - Adam Wason 5-24-2022	06/24/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 - Safety Shoes - Joanna Sparks 5-10-22	06/24/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 - Safety Shoes - Matt Smethurst 5/27/22	06/24/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 - Safety Shoes - Terry Fluke 5-28-2022	06/24/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 - Safety Shoes - Maggie Driscoll 5-25-22	06/24/2022	100.00
1448 - Shoe Carnival, INC	10 Safety Shoes 2022 - Gomez	06/24/2022	100.00
1448 - Shoe Carnival, INC	10 Shoe Carnival 2022 shoes	06/24/2022	79.98
1448 - Shoe Carnival, INC	10 Shoe Carnival 2022 shoes	06/24/2022	59.98
1448 - Shoe Carnival, INC	10 Shoe Carnival 2022 shoes	06/24/2022	100.00
1448 - Shoe Carnival, INC	10 Shoe Carnival 2022 shoes	06/24/2022	94.98

Account **52430 - Uniforms and Tools** Totals

Invoice 27
Transactions

\$2,590.94

Account **53130 - Medical**

7377 - Zachary D Eads	10 CDL physical 2022 Zach Eads	06/24/2022	100.00
6286 - Barry J Moore	10 CDL physical 2022 Moore	06/24/2022	97.00

Account **53130 - Medical** Totals

Invoice 2
Transactions

\$197.00

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

7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payments (5.26.22-6.1.22)	385.74
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payments (6.8.22-6.15.22)	172.95



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Account 53420 - Worker's Comp & Risk Totals		Invoice 2	\$558.69
Program 100000 - Main Totals		Transactions	
Department 10 - Legal Totals		Invoice 31	\$3,346.63
Fund 800 - Risk Management(S0203) Totals		Transactions	
		Invoice 31	\$3,346.63
		Transactions	
		Invoice 31	\$3,346.63
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-June 2022 Cigna Dental & Vision \$9,925.41	06/24/2022	2,065.80
18539 - Life Insurance Company Of North America	12-Mahy 2022, Bill Ref # 103094_05012022	06/24/2022	4,139.50
Account 53990 - Other Services and Charges Totals		Invoice 2	\$6,205.30
Account 53990.1201 - Other Services and Charges Health Insurance		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$500.95	06/14/2022	500.95
17785 - The Howard E. Nyhart Company, INC	12-June 2022 Wellness Reimbursements \$2806.00	06/14/2022	2,806.00
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 2	\$3,306.95
Account 53990.1278 - Other Services and Charges Disability LTD		Transactions	
18539 - Life Insurance Company Of North America	12-Mahy 2022, Bill Ref # 103094_05012022	06/24/2022	6,353.33
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1	\$6,353.33
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 5	\$15,865.58
Fund 801 - Health Insurance Trust Totals		Transactions	
		Invoice 5	\$15,865.58
		Transactions	
		Invoice 5	\$15,865.58
		Transactions	



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Fund **802 - Fleet Maintenance(\$9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

11672 - Jack Doheny Companies, INC	17- MISC. equipment parts -Bracket, washer Hex head cap screw,	06/24/2022	28.06
786 - Richard's Small Engine, INC	17- small engine parts - Bearing, seal, grease cap	06/24/2022	65.76
786 - Richard's Small Engine, INC	17- small engine parts - Idler pulley	06/24/2022	106.52
786 - Richard's Small Engine, INC	17- small engine parts - seals, roller bearing	06/24/2022	215.23
786 - Richard's Small Engine, INC	17- small engine parts - stock parts	06/24/2022	406.15
Account 52230 - Garage and Motor Supplies Totals		Invoice 5 Transactions	<hr/> \$821.72

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Bio diesel	BC 2021-84 D 06/24/2022	39,768.28
Account 52240 - Fuel and Oil Totals		Invoice 1 Transactions	<hr/> \$39,768.28

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC	17-Bush for ford	06/24/2022	21.12
244 - Bloomington Ford, INC	17- Condenser for ford	06/24/2022	246.99
244 - Bloomington Ford, INC	17- Switch assembly for ford	06/24/2022	54.68
244 - Bloomington Ford, INC	17-Front wheel knuckle for ford	06/24/2022	177.27
941 - Central Indiana Truck Equipment Corporation	17 - Filter Regulator	06/24/2022	91.63
5792 - Clark Truck Equipment Co., INC	17 - wiring harness for street dept brine tank	06/24/2022	1,928.00
594 - Curry Auto Center, INC	17- GM parts - SL-N-RING	06/24/2022	13.75



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594 - Curry Auto Center, INC	17- GM parts - N-Step Pkg	06/24/2022	667.25
4439 - JX Enterprises, INC	17-misc. Peter built parts - Wiper/Washer Nozzle Assembly	06/24/2022	139.96
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Cushion A	06/24/2022	47.71
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Oil Filter	06/24/2022	11.04
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Spark plug	06/24/2022	25.44
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - UV Dye item	06/24/2022	40.10
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Power steering hose	06/24/2022	40.91
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Ball joint for 2011 Ford Ranger	06/24/2022	93.70
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - UV Dye item	06/24/2022	98.99
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Starter & core charge	06/24/2022	116.11
19681 - Southeastern Equipment Co, INC	17 - 598 hose reel	06/24/2022	1,357.86
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts -Trans. Filter & Drive shaft bearing	06/24/2022	204.21
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Rear view camera	06/24/2022	257.55
582 - Town & Country Chrysler Dodge Jeep, INC	17- Fuel pump module - Chrysler parts	06/24/2022	357.00
582 - Town & Country Chrysler Dodge Jeep, INC	17- Radiator - Chrysler parts	06/24/2022	478.55
582 - Town & Country Chrysler Dodge Jeep, INC	17- Slim Line seal (2) Chrysler parts	06/24/2022	39.70
2096 - West Side Tractor Sales CO.	17 5000 repairs to hammer attachment, 5000 repair TYO hammer	06/24/2022	1,337.44
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Screw, Bushing, washers, lock nut	06/24/2022	24.25
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Filler cap	06/24/2022	117.23
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Cutting edge, screws, washer, nuts	06/24/2022	318.94
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Pedal, screw, nut	06/24/2022	431.15



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2096 - West Side Tractor Sales CO.

17- misc. John Deere part for Compressor & Cooling System	06/24/2022	1,149.14
Account 52320 - Motor Vehicle Repair Totals	Invoice 29 Transactions	<hr/> \$9,887.67

Account **53130 - Medical**

231 - IU Health OCC Health Services

17 - dot testing	06/24/2022	50.00
Account 53130 - Medical Totals	Invoice 1 Transactions	<hr/> \$50.00

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities

17-Fleet Maint-water/sewer bill-May 2022	06/13/2022	676.68
Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	<hr/> \$676.68

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-May 2022 management fee	06/13/2022	217.21
Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<hr/> \$217.21

Account **53620 - Motor Repairs**

2096 - West Side Tractor Sales CO.

17 5000 repairs to hammer attachment, 5000 repair TYO hammer	06/24/2022	330.75
Account 53620 - Motor Repairs Totals	Invoice 1 Transactions	<hr/> \$330.75

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

19171 - Aramark Uniform & Career Apparel Group, INC

17 - mat rentals and shop towels	06/24/2022	77.36
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19171 - Aramark Uniform & Career Apparel Group, INC

17 - uniform rentals	BC 2009-52 06/24/2022	20.51
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19171 - Aramark Uniform & Career Apparel Group, INC

17 -Towel and mat rentals	06/24/2022	77.36
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19171 - Aramark Uniform & Career Apparel Group, INC

17 - uniform rentals	BC 2009-52 06/24/2022	20.51
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Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	<hr/> \$195.74
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Account **53990 - Other Services and Charges**



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3560 - First Financial Bank / Credit Cards

17 - bmv title fees - 2022 FRT 108-5/9/22

06/13/2022

15.00

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

Invoice 1

\$15.00

Transactions

Program **170000 - Main** Totals

Invoice 44

\$51,963.05

Transactions

Department **17 - Fleet Maintenance** Totals

Invoice 44

\$51,963.05

Transactions

Fund **802 - Fleet Maintenance(\$9500)** Totals

Invoice 44

\$51,963.05

Transactions

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1241 - Other Services and Charges Vision**

3977 - Cigna Health & Life Insurance Company

12-June 2022 Cigna Dental & Vision \$9,925.41

06/24/2022

7,859.61

Account **53990.1241 - Other Services and Charges Vision** Totals

Invoice 1

\$7,859.61

Transactions

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC

12-City URM

06/13/2022

41.00

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

06/13/2022

1,572.60

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

06/14/2022

38.36

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

06/15/2022

207.63

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

06/15/2022

276.96

17785 - The Howard E. Nyhart Company, INC

12-City URM

06/17/2022

340.00

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

Invoice 6

\$2,476.55

Transactions

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America

12-Mahy 2022, Bill Ref # 103094_05012022

06/24/2022

18,074.88



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Account 53990.1273 - Other Services and Charges Term Life Totals		Invoice 1 Transactions	<hr/> \$18,074.88
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-Mahy 2022, Bill Ref # 103094_05012022	06/24/2022	10,273.40
Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 1 Transactions	<hr/> \$10,273.40
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/13/2022	536.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/14/2022	12.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/15/2022	5.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		20.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 4 Transactions	<hr/> \$573.62
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		19,031.53
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	<hr/> \$19,031.53
Program 120000 - Main Totals		Invoice 14 Transactions	<hr/> \$58,289.59
Department 12 - Human Resources Totals		Invoice 14 Transactions	<hr/> \$58,289.59
Fund 804 - Insurance Voluntary Trust Totals		Invoice 14 Transactions	<hr/> \$58,289.59
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016C - 2016 C Jackson Trail			
Account 54310 - Improvements Other Than Building			
399 - American Structurepoint, INC	13-Jackson Creek Trail Phase II (CE)_CI-4/1-4/30/22	BC 2020-77 06/24/2022	831.28



Board of Public Works Claim Register

Invoice Date Range 06/11/22 -
06/24/22

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

Invoice 1 \$831.28

Transactions

Program **06016C - 2016 C Jackson Trail** Totals

Invoice 1 \$831.28

Transactions

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

Invoice 1 \$831.28

Transactions

Fund **978 - City 2016 GO Bond Proceeds** Totals

Invoice 1 \$831.28

Transactions

Grand Totals

Invoice 342 \$847,586.53

Transactions

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/24/22	Claims				\$847,586.53

\$847,586.53

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 \$847,586.53

Dated this _____ day of _____ year of 20_____.

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 _____