

CITY OF BLOOMINGTON
Parks and Recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, November 15, 2022 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 18, 2022 Regular Meeting
- A-2. Approval of Claims Submitted October 18, 2022 – November 14, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of 2023 service agreements in Sports Division
- A-8. Approval of contract for rentals with Big Bounce Fun House Rentals
- A-9. Approval of program partnership agreement with Bloomington Community Orchard, Co
- A-10. Approval of 2023 service agreements in Operations Division
- A-11. Approval of contract with VET Environmental Engineering for air quality testing at Switchyard Maintenance Building

B. Awards and Introductions

- B-1. Bravo Award – Susie Sullivan (Emily Buuck)
- B-2. Parks Partner Award
- B-3. Staff Introductions

C. OTHER BUSINESS

- C-1. Review/Approval of 2023 Price Schedule (Division Directors)
- C-2. Review/Approval of contract with Universal Sign, Inc. for trail branding sign fabrication and Installation (Barb Dunbar)
- C-3. Review/Approval of service agreement with The Stable Events (Izzy's Rental) for port-a-let rentals and cleaning services at multiple locations (Barb Dunbar)
- C-4. Review/Approval of service agreement with Woods Electrical Contractors, Inc. electrical repairs, adjustments and/or replacements (Barb Dunbar)
- C-5. Review/Approval of contract with Habitat Solutions to conduct a prescribed burn at Griffy Lake Nature Preserve (Steve Cotter)
- C-6. Review/Approval of contract with 4 U Lawn and Landscape for Rose Hill Concrete installation (Tim Street)
- C-7. Review/Approval of policy #6090 – Safety and Security (revised) (Tim Street)
- C-8. Review/Approval of policy #13210 – Multi-Use Trails Design & Operations (Tim Street)
- C-9. Review/Approval of policy #13220 – Multi-Use Trails Rules & Signage (Tim Street)
- C-10. Review/Approval of service agreement with Commercial Services for HVAC preventive maintenance at Twin Lakes Recreation Center (Daren Eads)

D. REPORTS

- D-1. Operations Division - no report
- D-2. Recreation Division - no report
- D-3. Sports Division - no report

D-4. Administration Division - no report

E. PUBLIC HEARINGS/APPEARANCES

E-1. Public Comment Period

ADJOURNMENT

Face masks are optional but recommended for indoor spaces.

This meeting may also be accessed electronically via Community Access Television or Zoom, allowing for remote public attendance and participation. The public attending electronically are encouraged to send remote submissions of public comment (via email, to mcdevitp@bloomington.in.gov).

The meeting may accessed at the following link:

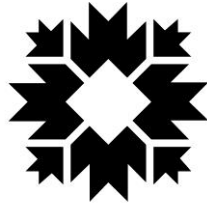
<https://bloomington.zoom.us/j/86733981785?pwd=dGJGNVJ3UHpQSUVVjbnE0UXE3MIJoQT09>

Meeting ID: 867 3398 1785 Passcode: 423461

Dial by your location

+1 312 626 6799 US (Chicago)	+1 929 205 6099 US (New York)	+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)	+1 669 900 6833 US (San Jose)	+1 253 215 8782 US (Tacoma)

Find your local number: <https://bloomington.zoom.us/j/86733981785>



CITY OF BLOOMINGTON
Parks and Recreation

A-1

10-16-2022

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, October 18, 2022 4:00pm – 5:30pm

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:01pm

Present: Kathleen Mills, Ellen Rodkey, Israel Herrera and James Whitlatch

A. CONSENT CALENDAR

- A-1. Approval of Minutes of September 27, 2022
- A-2. Approval of Claims Submitted September 27, 2022 – October 17, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of partnership Agreement with Bloomington Blades Youth Hockey Association
- A-8. Approval of partnership Agreement with Bloomington Blades High School Hockey Association
- A-9. Approval of partnership Agreement with Bloomington Figure Skating Club
- A-10. Approval of partnership with IU ROTC, IU Wheelchair Basketball Club, Center for Veteran and Military Affairs
- A-11. Approval of contract addendum with Aztec Engineering for trail design services
- A-12. Approval of contract addendum with Cassady Electrical Contractors, Inc. for Seminary Park light installation
- A-13. Approval of contract addendum with Tennis Tech for tennis court post replacements.

Ellen Rodkey made a motion to approve the Consent Calendar A-1 through A-13. *Jim Whitlatch* seconded the motion.
Vote taken: motion unanimously carried 4-0.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Don Cing with the October Bravo Award, for the volunteer hours provided at multiple community events. Don's help had been instrumental in the success of all the amazing events she had assisted with. Staff was appreciative the time and commitment Don gave to both the department and the community at large.

The Board thanked Don Cing for the volunteer hours provided.

B-2. Parks Partner Award

Julie Ramey, Community Relations Manager presented Green Hat Media with the Parks Partner Award. Green Hat Media, founded by Garrett Poortinga, provide a variety of photography and videography services to the community and began sponsoring "Glow in the Park" for Parks and Recreation in 2018. Green Hat Media sponsored the full

“Glow” series of events in 2022, and had committed to sponsoring the “Glow” events in 2023. The Bloomington Parks and Recreation Department was proud to recognize Garrett Poortinga with the Parks Partner Award, and was incredibly grateful for the support that had been received.

Garrett Poortinga, Green Hat Media thanked the Board and Parks and Recreation Department for the award and the great events provided by Parks and Recreation.

The Board thanked Garrett Poortinga for the support Green Hat provided to Parks and Recreation events.

B-3. Staff Introductions

Morgan Wood, IU Cox Scholar was a freshman at IU Bloomington and a Cox Civic Scholar. Morgan was studying Intelligent Systems Engineering, and planned to pursue a concentration in Cyber-Physical Systems. Morgan would be assisting the Operations Division with data management and other related projects.

Jake Wood, Natural Resources Intern was a senior at the School of Public Health at Indiana University, pursuing a Bachelor of Science in Outdoor Recreation, Parks, and Human Ecology with a concentration in Adventure Education. Jake believed parks and recreation was one of the most important resources for the community. Jake understood the importance of educating the community about caring for the environment and fostering a sense of stewardship in the youth. Jake hoped to continue advancing his knowledge in the field of outdoor education.

Thomas Scaer, O’Neill Fellow was pursuing an MPA from the O’Neill School of Public and Environmental Affairs in Bloomington, with a concentration in State and Local Government. During his time with Parks and Recreation, Jake would be assisting Natural Resources.

C. OTHER BUSINESS

C-1. Review/Approval of Contract with Mader Design, LLC for Griffy Dam Crossing Construction

Administration

Tim Street, Operations and Development Division Director staff wished to construct a trail crossing at Griffy Lake dam. The Department required the services of a professional contractor to provide professional engineering, design, and construction administration services for the project. Staff recommend approval of the contract with Mader Design, in an amount not to exceed \$12,500. Funding for the project would be from TIF funds.

Ellen Rodkey made a motion to approve the contract with Mader Design, LLC. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

C-2. Review/Approval of Contract with Bluestone Tree, LLC for Tree Pruning Services

Haskell Smith, Urban Forester for street and sidewalk clearance, staff wished to have various mature street trees pruned along E. Winston Street. The Department required the services of a professional contractor to provide removal and pruning of limbs, broken/hanging branches, improperly pruned branch stubs, clean-up work site and disposal of brush, logs, and debris. Staff recommended approval of the contract with Bluestone Tree, LLC in an amount not to exceed \$24,275.00. Funding for project would be from Urban Forestry General Fund.

Ellen Rodkey made a motion to approve the contract with Bluestone Tree, LLC. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

C-3. Review/Approval of Contract with Bluestone Tree, LLC for Callery Pear Tree Removal and Replacement Tree Planting

Haskell Smith, Urban Forester staff wished to have eleven invasive city trees removed along the B-Line Trail. The Department required the services of a professional contractor to remove eleven Callery Pear trees, grind stumps to 6” below surface, replant 10 approved trees, and remove and dispose of all branches, logs and wood chips from site. Staff recommended approval of the contract with Bluestone Tree, in an amount not to exceed \$17,523.00. Funding for project would be from Urban Forestry General Funds and Bicentennial Tree Planting Funds 980-18-18018C-54510 code: 980 2020E.

Board Comments: Kathleen Mills inquired: if this was part of the continued effort to remove invasive species.

Haskell Smith responded: that was correct. Community Relations would post additional information on the project.

Jim Whitlatch inquired: if the trees would be replaced, and when that would occur. Haskell Smith responded: around

mid-November, ten of the trees would be replaced with native species.

Ellen Rodkey made a motion to approve the contract with Bluestone Tree, LLC. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-4. Review/Approval of Contract with Winterland Inc. for Holiday Light Displays at Switchyard Park

Leslie Brinson, Community Events Manager staff wished to provide the community with a winter event that required the purchase and/or rental of light displays. The event, Winter Lights December Nights, would be held in Switchyard Park. The lights would be delivered on December 3, 2022 and would remain in the park throughout the month of December. Staff recommended approval of the contract with Winterland Inc., for the rental of several light displays, and the purchase of one light display. Total cost not to exceed \$9,000 and would be funded from the Community Events Non-Reverting Fund.

Board Comments: *Kathleen Mills inquired:* if there had been any vandalism to the light displays during the 2021 event. *Leslie Brinson responded:* vandalism had not occur in 2021, the light displays would be up for a longer period of time during the 2022 event. *Jim Whitlatch inquired:* since the lights would be rented, what would happen if the lights were vandalized. *Leslie Brinson responded:* it would depend on the severity of the vandalism. The lights were build sturdy and meant to be left outside. A section of the contract did refer to vandalism.

Ellen Rodkey made a motion to approve the contract with Winterland Inc. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-5. Review/Approval of Partnership Agreement with the Academy for Science and Entrepreneurship for Rev. Butler Park Virtual Tour

Steve Cotter, Natural Resource Manager, staff and the Academy for Science and Entrepreneurship wished to provide the community with human and natural history of the Rev. Ernest D. Butler Park. The agreement outlined a cooperative partnership which would create a virtual interpretive educational tour of Rev. Ernest D. Butler Park. Staff recommended approval of the partnership with Academy for Science and Entrepreneurship.

Sydney Young, student with the Academy for Science and Entrepreneurship commented on how beneficial the project would be to the community.

Board Comments: *Ellen Rodkey inquired:* if the project would be permanent. *Steve Cotter responded:* it would be up for one year.

Ellen Rodkey made a motion to approve the partnership with Academy for Science and Entrepreneurship. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-6. Review of 2023 Price Schedule

Becky Higgins, Recreation Director presented the price changes for Recreation Division
Community Events Saturday Farmers' Market May thru October, Weekday Farmers' Market

Under Weekday Farmers' Market Reserved Spaces

- Number of days decreased from 17 to 16
- Space decreased from \$204 (\$12/day) to \$192 (\$12/day)
- Senior or youth space decreased from \$170 (\$10/day) to \$160 (\$10/day)

Under Miscellaneous

- Prepared Food Vendors/Food Trucks/Pushcarts decreased from "7.0% gross proceeds" to "6.5% gross proceeds"

Gardens, Stage Rental, Programs, Classes, Special Events, A Fair of the Arts

Under Gardens

- Plot rentals increased \$5

Under Stage Rental Waldron, Hill, Buskirk Park

- Category I without lights, Category I with theatrical lights and Category II without lights increased \$15
- Category II with theatrical lights increased \$14, from \$156 to \$170
- Rehearsal Fee increased from \$25 to \$30

Under A Fair of the Arts

- Application Fee increased from \$15 to \$20
- Changed booth space fee range from range of \$45-\$60 to flat rate of \$55

Under Holiday Market Arts Fair

- Booth Space – Outdoor 10x10’ increased from \$55 to \$60

Community Events – Mobile Stage Rental, Other Rental

Under Mobile Stage Rental

- Without lights – Category I increased from \$750/day to 775/day

Under Other Rental

- Changed wording from “Stage Platforms” to “Stage Platform/Extenders
- 7 platforms increased from \$365/day to \$375/day
- Single platform increased from \$60/day to \$70/day
- Removed risers
- Removed stairs

Switchyard Park

Under Pavilion

- Pavilion Rental (weekdays M-Th) changed from per 4 hour time block \$250 to \$65/hr with 4 hour minimum.
- Pavilion Rental (weekend and holiday rental) from 4 hr. time block \$350 to \$80/hr with 6 hour minimum.
- Moved “Pavilion Attached Patio” into Pavilion section, rate remained at \$100
- Pavilion Lawn Rental was changed from weekdays M-Th \$90 and weekends & holiday \$120 to one rate of \$120

Added Pavilion AV/General Setup (per event) section

- Added Riser stage \$100
- Added Pipe and Drape \$100

Added Pavilion Alcohol Fees (per event) section

- Changed wording from “Alcohol Service Inside Charge” to “Pavilion Service and Consumption” fee remained at \$50
- Changed wording from “Alcohol Service Outside (patio only)” to “Patio Consumption (no service)” fee remained at \$100
- Added Pavilion Closed Container Sales (no consumption) \$50

Under Main Stage and Performance Lawn

- Changed “Category I – w/o theatrical lighting” to “Performance/Other Use Category I (per day)”, fee remained at \$250
- Changed “Category II – w/o theatrical lighting” to Performance/Other Use Category II (per day)”, rate remained at \$400

Add Other Outdoor Rentals Under Pavilion Lawn (per day) section by combining North Activity Lawn/South Activity Lawn and Secondary Performance Lawn section

- All fee rates under this section remained the same as 2022 fees.

Added line “Waldron, Hill Buskirk stage rental see page #10”

Changed wording at bottom from “All rentals over 100 people, using additional physical infrastructure, or alcohol consumption may also require a Special Use Permit and additional cost” to “Outdoor events may also require an hourly permit or Park Special Use permit with associated permit fees”.

Removed line “May require renter to provide security and/or sound tech”

Youth Programs – Facility Rental, Programs, Classes, and Special Events

Under Programs/Classes Special Events

- Kid City Break Days – per day increased In City from \$40-\$45 to \$40-\$55 Out-of-City from \$45-\$50 to \$45-\$65

Board Comments: Kathleen Mills inquired: if a goal had been set to reduce the Prepared Food Vendors/Food Trucks/Pushcarts to 5%. Becky Higgins responded: yes, a 5% goal had been set, an established time frame had not been set. It would be a gradual reduction due to cost recovery and other factors.

Satoshi Kido, Sports Division Director presented price changes for Sport Division:

Adult Sports – League Registrations, Tournaments, Tennis

Under Adult Softball League – Team Registration

- Decreased Spring from \$720 to \$675
- Decreased Fall from \$720 to \$675

Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions

Under Field Rental Players Fees

- Olcott Park practice –either field increased Partner Fees from 22.00 to 25.00 and Non-partner Fees from 24.00 to 25.00
- Removed Olcott Park practice with lights either field
- Olcott park requested lining increased from 300.00 flat fee to a fee range of 300.00 – 600.00

Aquatics Bryan Pool/Mills Pool – Admissions

Under Bryan Park and Mills Pool

- General Admission (3 yrs. and under free) increased from \$5.00 to \$6.00
- Individual Season Pass increased from \$65.00 to \$70.00
- Economy 20 Punch Pass increased from \$85 to \$90

Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, and Special

Under Program/Classes Special Events

- Group swimming lessons increased In City Fees from \$60 to \$65 and Out of City Fees from \$70 to \$75.
- Removed AquaFit
- *Under Rentals*
- Bryan Pool private rental entire facility increased from \$235/hr. to \$350/hr.
- Bryan Pool private rental main pool only increased from \$275/hr. to \$300/hr.
- Mills Pool private rental entire facility increased from \$200/hr. to \$225/hr.
- Mills Pool – Open Swim Day Rental Half Day Rental increased from \$750 to \$775. Open to public for general admission.
- Mills Pool – Open Swim Day Rental Full Day Rental increased from \$1200 to \$1250. Open to public for general admission.

Frank Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events

Under User Fees/Facility Rental

- Rink Rental per hour increase from \$230/hr. to \$240/hr.

Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events

Under Green Fees/Season Passes/Other

- Green fees increased from \$22 to \$24
- Green Fees – 9 holes increased from \$15 to \$16
- Twilight green fees increased from \$20 to \$22
- League play green fees increased from \$13 to \$16
- Adult season pass increased In City from \$550 to \$600 Out of City from \$590 to \$650
- Spouse season pass increased In City from \$220 to \$250 Out of City from \$250 to \$275
- Family season pass increased In City from \$800 to \$900 Out of City from \$900 to \$1,000
- Senior (age 62+) season pass increased In City from \$500 to \$550 Out of City from \$540 to \$590
- Senior Spouse (age 62+) season pass increased In City from \$220 to \$250 Out of City from \$250 to \$275
- Junior season pass (18 and under) increased In City from \$220 to \$230 Out of City from \$250 to \$260
- Student 18 over Valid Student ID increased In City from \$400 to \$450 Out of City from \$425 to \$475
- 9-hole/10 play pass – each visit is one play increased from \$130 to \$140
- 18-hole/10 play pass increased from \$185 to \$210
- Range Balls – per bucket (large and small) increased from \$6.00/\$4.00 to \$7.00/\$5.00
- 20 Bucket Range Ball Pass increased from \$100 to \$120
- Cart rental – per person – 9 holes increased from \$7.50 to \$8.00
- Cart rental – per person – 18 holes increased from \$15 to \$16
- Spectator cart rental – 9 hole increased from \$10 to \$15
- Spectator cart rental – 18 holes increased from \$25 to \$30
- Tournament Fee increased from \$30 to \$35
- Tournament/Outings per person from changed from \$13-\$40 to \$5-\$45
- Senior (age 62+) Green Fees Monday-Thursday increased from \$20 to \$22

- Student green fees with student I.D. “Monday – Thursday” increased from \$20 to \$22
- Family green day fee – Sunday after 3pm 1 adult and 1 child (under 15 years of age play free) increased from \$15 to \$16

Under Clubhouse Rental Programs/Classes/Special Events

- Banquet Room per day of the week increased from \$400 to \$500
- Banquet Room per hour any day of the week increased from \$50 to \$75
- Banquet Room per day with golf outing event increased from \$100 to \$125
- Conference Room any day of the week increased from \$150 to \$200
- Conference Room per hour any day of the week increased from \$25 to \$50
- Junior Golf Camp increased In City from \$90 to \$125 Out of City from \$100 to \$135
- Group Golf Clinics increased In City from \$20 to \$40 Out of City from \$25 to \$50
- Tournament Entry increased from range of \$15-\$50 to range of \$15-\$60

Under Concessions Items

- Concession items increased from range of \$.25-\$18 to range of \$.25-\$24

Barb Dunbar, Operations Coordinator presented the price changes for Operations Division Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment

- Added Scatter Garden – Scattering of Cremains Only \$300
- Added Scatter Garden – Scattering of Cremains & Memorial Engraving \$575
- Lot sales, interment/disinterment and inurnment/disinurnment increased \$50
- Arrival after 2pm increased \$25

Natural Resources

Under Launch Permits:

- Annual – non-motorized increased from \$80 to \$90
- 2nd annual – non-motorized increased from \$20 to \$25
- Daily permit increased from \$8 to \$9

Under Canoe/Boat Rental

- Per hour increased from \$8 to \$9
- 10 pass increased from \$70 to \$80

Under Educational Programs

- Private groups increased from \$25/hr (up to 15 persons) to \$30/hr (up to 15 persons)

Operations Services – Shelter Rentals

- Shelter rentals increased \$3
- Small shelters (weekdays M-Th) increased from \$56 to \$59
- Small shelters (weekend & holidays) increased from \$59 to \$62
- Large shelters (weekdays M-Th) range increased from \$64-\$79 to \$67-\$82
- Large shelters (weekend & holidays) range increased from \$74-\$94 to \$77-\$97
- Removed RCA Group shelter from 2023 rental

Board Comments: Kathleen Mills inquired: if the shelter rentals had decreased after the 2021 fee increase. Barb Dunbar responded: there was a slight decrease, however there was two less shelters rented in 2022. Revenue in 2021 had been \$43,000, and revenue for 2022 was currently \$32,000. Israel Herrera inquired: what was the length of rental time for the shelters. Barb Dunbar responded: the rental of the shelters was for the entire day.

Kim Clapp, Office Manager presented price changes for Administrative Division

Under Advertising

- Advertising decreased from \$400-\$30,000 to \$300-\$30,000

Paula McDevitt, Administrator commented: what was presented was a draft, forward any additional questions to her for answers. Parks and Recreation costs had increased across the board, from seasonal wages, to supplies and services.

Nick Kuypers, President BBYHA and Dan Sizemore, President of BBHSA presented an overview of the Bloomington Blades Youth Hockey Association and Bloomington Blades High School Associations programs.

D. REPORTS

D-1. Operations Division - none

D-2. Recreation Division - none

D-3. Sports Division

Dee Tuttle, Facility/Program Manager presented an update on the 2022 Aquatics Season

- Bryan pool - opened from May 28 through September 5
- Mills pool - opened from May 28 through July 31
- Droll in the Pool event was held at Mills pool after the pool closed for the season
- Daily admission - Bryan 28,840 Mills 5,040
- Season passes/ 20 punch economy pass at Bryan – 464/357
- Bloomington Parks Camps – Bryan 1,359 Mills 636
- 5 additional camps by other organizations – Bryan 718 Mills 459
- Private pool rentals – Bryan 18 Mills 8
- Lesson – 289
- Employee training – 80 hours pre-season training and 75 hours in-service training
- 2022 Revenue – Bryan \$159,216.00 Mills \$27,902.74 Concessions \$42,794.44

Board Comments: Kathleen Mills inquired: if there had been a time when Bryan pool remained opened in the afternoons after Monroe County School Cooperation started back to school. Paula McDevitt responded: there had been a time that had occurred. Data collected, showed cost required exceeded the number of individuals who took advantage of the extended pool days/hours. Bryan pool days/hours had been adjusted to Fridays, Saturdays and Sundays once school was back in session. Seasonal staff was also lost once school started.

D-4. Administration Division - none

E. PUBLIC COMMENT

E-1. Kathleen Mills opened the floor to public comments – the Board was thanked for all that was offered by the Parks and Recreation Department, and the work that was done by the department was appreciated.

Paula McDevitt, Director the next Board of Park Commissioners meeting was scheduled for November 15, 2022. The Price Schedule would be presented to the Board in November for final approval.

ADJOURNMENT

Meeting adjourned at 4:56pm.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recrvy (S9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
6811 - Beam, Longest & Neff, LLC	71666	18-Inspection of pedestrian bridges-services 8/29-9/25/22	Paid by EFT # 49217		10/18/2022	10/18/2022	10/28/2022		10/28/2022	2,400.00
5187 - Green Dragon Lawn Care, INC	3725	18-Contractual mowing of Parks properties - September 2022	Paid by EFT # 49278		10/18/2022	10/18/2022	10/28/2022		10/28/2022	8,275.00
5187 - Green Dragon Lawn Care, INC	3726	18-Contractual mowing of Parks properties - September 2022	Paid by EFT # 49278		10/18/2022	10/18/2022	10/28/2022		10/28/2022	7,100.00
6330 - Marshall Security LLC	2453	18 -SYP Marshall MSI Security (8/16/22-8/31/22)	Paid by EFT # 49326		10/18/2022	10/18/2022	10/28/2022		10/28/2022	7,728.00
6330 - Marshall Security LLC	2507	18- SYP Marshall MSI Security (9/16/22-9/30/22)	Paid by EFT # 49326		10/18/2022	10/18/2022	10/28/2022		10/28/2022	7,245.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	5	<u>\$32,748.00</u>
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	5	<u>\$32,748.00</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions	5	<u>\$32,748.00</u>
							Fund 176 - ARPA Local Fiscal Recrvy (S9512) Totals	Invoice Transactions	5	<u>\$32,748.00</u>
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2384291	18- Thermal pouches, office chair	Paid by EFT # 49344		10/18/2022	10/18/2022	10/28/2022		10/28/2022	32.60
							Account 52110 - Office Supplies Totals	Invoice Transactions	1	<u>\$32.60</u>
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114487	18-ladies staff shirt	Paid by EFT # 49401		10/18/2022	10/18/2022	10/28/2022		10/28/2022	35.56
							Account 52430 - Uniforms and Tools Totals	Invoice Transactions	1	<u>\$35.56</u>
Account 53210 - Telephone										
1079 - AT&T	849494855-100922	18- AT&T Aug 22 Long Distance-Inv 10/9/2022	Edit		10/26/2022	10/26/2022	10/26/2022			31.35
							Account 53210 - Telephone Totals	Invoice Transactions	1	<u>\$31.35</u>
Account 53910 - Dues and Subscriptions										
53273 - National Recreation & Park Association (NRPA)	12169 2022	18- Membership Renewal 12/1/22-11/30/23	Paid by EFT # 49340		10/18/2022	10/18/2022	10/28/2022		10/28/2022	1,625.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions	1	<u>\$1,625.00</u>
							Program 181000 - Administration Totals	Invoice Transactions	4	<u>\$1,724.51</u>



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 181100 - Marketing											
Account 52420 - Other Supplies											
5819 - Synchrony Bank	443788598566	18-Amazon Chinese Style Paper Lanterns	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	23.98	
5819 - Synchrony Bank	547945963695	18-Amazon MaxGear Sign Holders	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	235.34	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$259.32</u>
Account 53310 - Printing											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39634	18-Terrell & Tuttle business cards-500 each	Paid by EFT # 49203		10/18/2022	10/18/2022	10/28/2022		10/28/2022	84.00	
54546 - Charles Y Coghlan, DMD (Office Easel)	105026A	18-Foundation golf hole sponsor signs	Paid by EFT # 49238		10/18/2022	10/18/2022	10/28/2022		10/28/2022	278.64	
129 - FedEx Office and Print Service, INC	021100044311	18-Goat Farm rendering for groundbreaking 10/11/22	Paid by EFT # 49264		10/18/2022	10/18/2022	10/28/2022		10/28/2022	66.92	
129 - FedEx Office and Print Service, INC	021100044312	18-Foundation golf scholarship poster	Paid by EFT # 49264		10/18/2022	10/18/2022	10/28/2022		10/28/2022	65.55	
53125 - Mr. Copy, INC	36207	18-1/4 page fliers for Trick or Treat Trail #500	Paid by EFT # 49337		10/18/2022	10/18/2022	10/28/2022		10/28/2022	25.65	
53125 - Mr. Copy, INC	36225	18-1/4 page fliers for Skate & Scare #500	Paid by EFT # 49337		10/18/2022	10/18/2022	10/28/2022		10/28/2022	34.65	
									Account 53310 - Printing Totals	Invoice Transactions 6	<u>\$555.41</u>
Account 53320 - Advertising											
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220935916	18-30-sec spots for Bloomington Trivia on WBWB-Sept 2022	Paid by EFT # 49377		10/18/2022	10/18/2022	10/28/2022		10/28/2022	345.00	
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220935963	18-30-sec spots for Bloomington Trivia on WHCC-Sept 2022	Paid by EFT # 49377		10/18/2022	10/18/2022	10/28/2022		10/28/2022	345.00	
									Account 53320 - Advertising Totals	Invoice Transactions 2	<u>\$690.00</u>
Account 53910 - Dues and Subscriptions											
5511 - Bloomington Elite-BNI	BNI-SCI Elite 01	18-annual membership dues 2023	Paid by EFT # 49221		10/18/2022	10/18/2022	10/28/2022		10/28/2022	599.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$599.00</u>
Account 53990 - Other Services and Charges											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29283	18-Veterans 5K postcard mailing	Paid by EFT # 49203		10/18/2022	10/18/2022	10/28/2022		10/28/2022	65.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$65.00</u>
									Program 181100 - Marketing Totals	Invoice Transactions 12	<u>\$2,168.73</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	(.95)
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>(\$0.95)</u>
							Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 1	<u>(\$0.95)</u>
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	.00
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$0.00</u>
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	.00
							Account 43260 - Equipment Rentals Totals		Invoice Transactions 1	<u>\$0.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	135.51
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$135.51</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 3	<u>\$135.51</u>
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	.00
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$0.00</u>
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	2,599.62
							Account 43260 - Equipment Rentals Totals		Invoice Transactions 1	<u>\$2,599.62</u>
Account 43380 - Other Services										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	875.76
							Account 43380 - Other Services Totals		Invoice Transactions 1	<u>\$875.76</u>
Account 47110 - Miscellaneous										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	9.44
							Account 47110 - Miscellaneous Totals		Invoice Transactions 1	<u>\$9.44</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	2090	18 - Industrial Supplies Bath Tissue	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	49.16
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>49.16</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	6.36
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>6.36</u>
Account 53630 - Machinery and Equipment Repairs										
4046 - Heritage-Crystal Clean, INC	17632130	18 - Parts cleaner	Paid by EFT # 49286		10/18/2022	10/18/2022	10/28/2022		10/28/2022	228.02
								Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1	<u>228.02</u>
								Program 183500 - Golf Services Totals	Invoice Transactions 7	<u>\$3,768.36</u>
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	737342	18-pruning blade, bolts, nuts, washers	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	16.40
394 - Kleindorfer Hardware & Variety	737386	18-clevis, screw hook, rope, chain	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	22.17
394 - Kleindorfer Hardware & Variety	740749	18-nuts, bolts, drill bits; hardware for sign LSP Dam	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	10.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>48.57</u>
Account 53990 - Other Services and Charges										
11 - Bruce's Welding	843683	18-Metal Stair Repairs at LSNP	Paid by Check # 76362		10/18/2022	10/18/2022	10/28/2022		10/28/2022	4,250.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>4,250.00</u>
								Program 184000 - Natural Resources Totals	Invoice Transactions 4	<u>\$4,298.57</u>
Program 184500 - Youth Services -Juke Box										
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C011539	18-AJB Fall HVAC Maintenance	Paid by EFT # 49281		10/18/2022	10/18/2022	10/28/2022		10/28/2022	385.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>385.00</u>
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	<u>385.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	8570	18 - Pumpkins, water, cider	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	8.48
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>8.48</u>
Account 53990 - Other Services and Charges										
7799 - David D (dba Matixando) Gonzalez	3	18- 90 minute perform by Matixando at Peoples Park - 6/9/22	Paid by EFT # 49275		10/18/2022	10/18/2022	10/28/2022		10/28/2022	125.00
7799 - David D (dba Matixando) Gonzalez	4	18- 90 minute perform by Matixando at Peoples Park - 7/14/22	Paid by EFT # 49275		10/18/2022	10/18/2022	10/28/2022		10/28/2022	125.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$250.00</u>
							Program 186500 - Community Events Totals		Invoice Transactions 3	<u>\$258.48</u>
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	470761	18- TLSP Brake Master Cylinder Kit	Paid by EFT # 49379		10/18/2022	10/18/2022	10/28/2022		10/28/2022	33.57
							Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1	<u>\$33.57</u>
							Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 1	<u>\$33.57</u>
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	351.82
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$351.82</u>
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	043739	18- Winslow Field 5 Irrigation Parts	Paid by EFT # 49214		10/18/2022	10/18/2022	10/28/2022		10/28/2022	109.75
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$109.75</u>
							Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 2	<u>\$461.57</u>
Program 187208 - Youth Sports-Olcott										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	10.93
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$10.93</u>
							Program 187208 - Youth Sports-Olcott Totals		Invoice Transactions 1	<u>\$10.93</u>
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	14.64
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$14.64</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52310 - Building Materials and Supplies										
321 - Harrell Fish, INC (HFI)	W80603	18- BBCC Compressor Replacement	Paid by EFT # 49281		10/18/2022	10/18/2022	10/28/2022		10/28/2022	2,808.00
321 - Harrell Fish, INC (HFI)	W80762	18- BBCC HVAC Kitchen Repair	Paid by EFT # 49281		10/18/2022	10/18/2022	10/28/2022		10/28/2022	133.01
321 - Harrell Fish, INC (HFI)	W81005	18- BBCC Gym HVAC Repair	Paid by EFT # 49281		10/18/2022	10/18/2022	10/28/2022		10/28/2022	1,385.61
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3	<u>\$4,326.62</u>
Account 52340 - Other Repairs and Maintenance										
392 - Koorsen Fire & Security, INC	IN00234133	18- BBCC Fire Panel Batteries, service repair	Paid by EFT # 49315		10/18/2022	10/18/2022	10/28/2022		10/28/2022	389.39
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$389.39</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	14.40
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$14.40</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C011105	18- BBCC HVAC quarterly planned maintenance	Paid by EFT # 49281		10/18/2022	10/18/2022	10/28/2022		10/28/2022	1,055.00
321 - Harrell Fish, INC (HFI)	W81005	18- BBCC Gym HVAC Repair	Paid by EFT # 49281		10/18/2022	10/18/2022	10/28/2022		10/28/2022	1,065.00
392 - Koorsen Fire & Security, INC	IN00222340	18- Sprinkler System Repair at BBCC	Paid by EFT # 49315		10/18/2022	10/18/2022	10/28/2022		10/28/2022	264.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 3	<u>\$2,384.00</u>
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	W80762	18- BBCC HVAC Kitchen Repair	Paid by EFT # 49281		10/18/2022	10/18/2022	10/28/2022		10/28/2022	328.00
392 - Koorsen Fire & Security, INC	IN00224658	18- BBCC Monitoring Fee-10/1-12/31/22	Paid by EFT # 49315		10/18/2022	10/18/2022	10/28/2022		10/28/2022	84.41
								Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 2	<u>\$412.41</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5651	18- BBCC Cleaning September 2022	Paid by EFT # 49255		10/18/2022	10/18/2022	10/28/2022		10/28/2022	310.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$310.00</u>
								Program 187500 - Banneker Totals	Invoice Transactions 12	<u>\$7,851.46</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM229494	18-Vending: PPE for Ops, UF, Cem's & Land & batteries & Duct Tap	Paid by EFT # 49263		10/18/2022	10/18/2022	10/28/2022		10/28/2022	362.45



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52210 - Institutional Supplies											
9269 - Ferguson Facilities Supply, HP Products #3400	0492332-2	18-Custodial supplies for shelters/restrooms - hand soap	Paid by EFT # 49265		10/18/2022	10/18/2022	10/28/2022		10/28/2022	126.51	
9269 - Ferguson Facilities Supply, HP Products #3400	0501077	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 49265		10/18/2022	10/18/2022	10/28/2022		10/28/2022	612.15	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 3	<u>\$1,101.11</u>
Account 52220 - Agricultural Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	85453	18-antifreeze - 18 gallon; to winterize parks	Paid by Check # 76370		10/18/2022	10/18/2022	10/28/2022		10/28/2022	44.82	
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$44.82</u>
Account 52230 - Garage and Motor Supplies											
476 - Southern Indiana Parts, INC (Napa Auto Parts)	470765	18-brake cylinder hone	Paid by EFT # 49379		10/18/2022	10/18/2022	10/28/2022		10/28/2022	24.58	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	471756	18-Garage/shop & motor supplies	Paid by EFT # 49379		10/18/2022	10/18/2022	10/28/2022		10/28/2022	32.82	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	471922	18-Garage/shop & motor supplies	Paid by EFT # 49379		10/18/2022	10/18/2022	10/28/2022		10/28/2022	18.03	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	472064	18-Garage/shop & motor supplies-silicone	Paid by EFT # 49379		10/18/2022	10/18/2022	10/28/2022		10/28/2022	9.69	
									Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 4	<u>\$85.12</u>
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	521041	18-materials for shelves for storage room - Ops	Paid by EFT # 49219		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.33	
409 - Black Lumber Co. INC	521489	18-downspout for The Project School	Paid by EFT # 49219		10/18/2022	10/18/2022	10/28/2022		10/28/2022	24.99	
394 - Kleindorfer Hardware & Variety	739635	18-deck screws, prybar	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	62.50	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3	<u>\$147.82</u>
Account 52340 - Other Repairs and Maintenance											
409 - Black Lumber Co. INC	521706	18-Hardware, lumber & other const. items for general repairs	Paid by EFT # 49219		10/18/2022	10/18/2022	10/28/2022		10/28/2022	11.89	
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4001337	18-Hydraulic oil for Ops skid steer	Paid by EFT # 49228		10/18/2022	10/18/2022	10/28/2022		10/28/2022	71.10	
6262 - Koenig Equipment, INC	P34369	18-Hydraulic oil for John Deer at Cascades Park	Paid by EFT # 49313		10/18/2022	10/18/2022	10/28/2022		10/28/2022	16.68	



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
6262 - Koenig Equipment, INC	P34471	18-supplies for John Deere at Cascades Park	Paid by EFT # 49313		10/18/2022	10/18/2022	10/28/2022		10/28/2022	347.18
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 4	<u>\$446.85</u>
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM229494	18-Vending: PPE for Ops, UF, Cem's & Land & batteries & Duct Tap	Paid by EFT # 49263		10/18/2022	10/18/2022	10/28/2022		10/28/2022	49.83
394 - Kleindorfer Hardware & Variety	739935	18-Storage supplies, tarps, hooks, locks, latches, etc.	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	15.48
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$65.31</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	45.10
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$45.10</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080027891	18-mat cleaning services 10/05/22	Paid by EFT # 49208		10/18/2022	10/18/2022	10/28/2022		10/28/2022	35.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080029443	18-mat cleaning services 10-12-2022	Paid by EFT # 49208		10/18/2022	10/18/2022	10/28/2022		10/28/2022	35.00
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>\$70.00</u>
								Program 189000 - Operations Totals	Invoice Transactions 20	<u>\$2,006.13</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I327218-01	18 -SYP Institutional Supplies	Paid by Check # 76368		10/18/2022	10/18/2022	10/28/2022		10/28/2022	189.50
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$189.50</u>
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10005707	18- SYP CO2 Tank Rentals	Paid by EFT # 49298		10/18/2022	10/18/2022	10/28/2022		10/28/2022	82.80
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$82.80</u>
Account 52240 - Fuel and Oil										
394 - Kleindorfer Hardware & Variety	738817	18- SYP TruFuel, one case	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	107.96
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	<u>\$107.96</u>



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189006 - Switchyard Property											
Account 52420 - Other Supplies											
394 - Kleindorfer Hardware & Variety	738804	18-12 gal Simple Green, duct tape, batteries, washers	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	41.86	
394 - Kleindorfer Hardware & Variety	740844	18 -SYP Pick Sticks	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	37.98	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$79.84</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	37123-003 0922	18-Water Sewer Charges SYP Sept 2022	Paid by Check # 76357		10/19/2022	10/19/2022	10/19/2022		10/19/2022	6,007.29	
208 - City Of Bloomington Utilities	200902-001 0922	18-Water Sewer Charges Test Sept 22	Paid by Check # 76357		10/19/2022	10/19/2022	10/19/2022		10/19/2022	360.00	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$6,367.29</u>
Account 53610 - Building Repairs											
5187 - Green Dragon Lawn Care, INC	3720	18 SYP Mowing Contract 9/7, 9/14, 9/21, 9/28	Paid by EFT # 49278		10/18/2022	10/18/2022	10/28/2022		10/28/2022	3,960.00	
									Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$3,960.00</u>
									Program 189006 - Switchyard Property Totals	Invoice Transactions 8	<u>\$10,787.39</u>
Program 189500 - Landscaping											
Account 52220 - Agricultural Supplies											
137 - Good Earth, LLC	20648	18 - LAND hardwood mulch for landscaping areas	Paid by EFT # 49276		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
137 - Good Earth, LLC	20650	18 - LAND hardwood mulch for landscaping areas	Paid by EFT # 49276		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
137 - Good Earth, LLC	20652	18 - LAND hardwood mulch for landscaping areas	Paid by EFT # 49276		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
137 - Good Earth, LLC	20653	18 - LAND hardwood mulch for landscaping areas	Paid by EFT # 49276		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
137 - Good Earth, LLC	20654	18 - LAND hardwood mulch for landscaping areas	Paid by EFT # 49276		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
137 - Good Earth, LLC	20656	18 - LAND hardwood mulch for landscaping areas	Paid by EFT # 49276		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 6	<u>\$360.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189500 - Landscaping											
Account 52340 - Other Repairs and Maintenance											
786 - Richard's Small Engine, INC	485804	18- LAND brushcutter parts (drive shaft & main pipe)	Paid by EFT # 49361		10/18/2022	10/18/2022	10/28/2022		10/28/2022	143.84	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$143.84</u>
Account 52420 - Other Supplies											
394 - Kleindorfer Hardware & Variety	737036	18-motor oil, Brakleen	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	16.77	
394 - Kleindorfer Hardware & Variety	737039	18-gear lube	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	7.99	
394 - Kleindorfer Hardware & Variety	737365	18-reinforced tubing	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	6.60	
								Account 52420 - Other Supplies Totals		Invoice Transactions 3	<u>\$31.36</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	201467-0010922	18-Water Sewer Charges Sept 2022 Acct 201467-001	Paid by Check # 76357		10/19/2022	10/19/2022	10/19/2022		10/19/2022	51.38	
208 - City Of Bloomington Utilities	201466-0010922	18-Water Sewer Charges Sept 2022 Acct 201466-001	Paid by Check # 76357		10/19/2022	10/19/2022	10/19/2022		10/19/2022	62.77	
								Account 53530 - Water and Sewer Totals		Invoice Transactions 2	<u>\$114.15</u>
Account 53950 - Landfill											
2260 - Republic Services, INC	0694-002985087a	18 - LAND green waste disposal - SYP 7/28/22 & 8/29/22	Paid by EFT # 49197		10/19/2022	10/19/2022	10/19/2022		10/19/2022	564.20	
2260 - Republic Services, INC	0694-003003804	18 - LAND green waste disposal -September 2022	Paid by EFT # 49197		10/19/2022	10/19/2022	10/19/2022		10/19/2022	280.00	
								Account 53950 - Landfill Totals		Invoice Transactions 2	<u>\$844.20</u>
Account 53990 - Other Services and Charges											
121 - Eco Logic, LLC	5124	18 - LAND Vegetation Management at MSP-8/3-9/20/22	Paid by EFT # 49256		10/18/2022	10/18/2022	10/28/2022		10/28/2022	3,347.26	
121 - Eco Logic, LLC	5138	18 - LAND Vegetation Management at SYP-8/5-8/29/22	Paid by EFT # 49256		10/18/2022	10/18/2022	10/28/2022		10/28/2022	3,397.62	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$6,744.88</u>
								Program 189500 - Landscaping Totals		Invoice Transactions 16	<u>\$8,238.43</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	1.03
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$1.03</u>
							Program 189501 - Cemeteries Totals	Invoice Transactions 1		<u>\$1.03</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	C122058267	18-Pole pruner replacement blade, hand pruners, soil knife, rake	Paid by EFT # 49204		10/18/2022	10/18/2022	10/28/2022		10/28/2022	302.23
5099 - Office Three Sixty, INC	2384291	18- Thermal pouches, office chair	Paid by EFT # 49344		10/18/2022	10/18/2022	10/28/2022		10/28/2022	187.19
8096 - Sherrill INC (Sherrill Tree) (Tree Stuff)	INV-797230	18-Tree work ahead sign, safety cones	Paid by EFT # 49373		10/18/2022	10/18/2022	10/28/2022		10/28/2022	224.94
							Account 52420 - Other Supplies Totals	Invoice Transactions 3		<u>\$714.36</u>
							Program 189503 - Urban Forestry Totals	Invoice Transactions 3		<u>\$714.36</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 99		<u>\$42,843.08</u>
							Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 99		<u>\$42,843.08</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182006 - Aquatics - Pool Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	12.23
							Account 43290 - Concessions Totals	Invoice Transactions 1		<u>\$12.23</u>
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	7.54
204 - State Of Indiana	F&B Tax 0922	18-September 2022 F&B Tax	Paid by EFT # 49200		10/19/2022	10/19/2022	10/19/2022		10/19/2022	1.08
							Account 43295 - Concessions FB Tax Totals	Invoice Transactions 2		<u>\$8.62</u>
							Program 182006 - Aquatics - Pool Concessions Totals	Invoice Transactions 3		<u>\$20.85</u>
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	75.65
							Account 43220 - Facility Rentals Totals	Invoice Transactions 1		<u>\$75.65</u>



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Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 183500 - Golf Services											
Account 43290 - Concessions											
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	663.77	
								Account 43290 - Concessions Totals		Invoice Transactions 1	<u>\$663.77</u>
Account 43295 - Concessions FB Tax											
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	168.27	
204 - State Of Indiana	F&B Tax 0922	18-September 2022 F&B Tax	Paid by EFT # 49200		10/19/2022	10/19/2022	10/19/2022		10/19/2022	24.04	
								Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2	<u>\$192.31</u>
Account 52330 - Street , Alley, and Sewer Material											
38 - B & B Food Distributors, INC	359019	18- Hotdogs / Cups / Napkins - Cascades Golf Snack Bar	Paid by EFT # 49212		10/18/2022	10/18/2022	10/28/2022		10/28/2022	627.00	
8155 - PepsiCo Beverage Sales, LLC	27227607	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 49349		10/18/2022	10/18/2022	10/28/2022		10/28/2022	355.50	
8155 - PepsiCo Beverage Sales, LLC	67993407	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 49349		10/18/2022	10/18/2022	10/28/2022		10/28/2022	432.15	
5819 - Synchrony Bank	4363	18 - Snack Bar items - Cascades Golf Course	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	39.63	
5819 - Synchrony Bank	2089	18-Snack bar items - Cascades Golf Course	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	65.37	
5819 - Synchrony Bank	2668	18-Snack bar items - Cascades Golf Course	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	89.35	
5819 - Synchrony Bank	4049	18 - Snack Bar items	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	75.21	
								Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 7	<u>\$1,684.21</u>
								Program 183500 - Golf Services Totals		Invoice Transactions 11	<u>\$2,615.94</u>
Program 183501 - Golf Course - Pro Shop											
Account 43340 - Pro Shop Sales											
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	795.50	
								Account 43340 - Pro Shop Sales Totals		Invoice Transactions 1	<u>\$795.50</u>
Account 52330 - Street , Alley, and Sewer Material											
4072 - Acushnet Company	914333704	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76360		10/18/2022	10/18/2022	10/28/2022		10/28/2022	723.05	
4072 - Acushnet Company	914344450	18 - Clubs, balls, bags, clothing & etc.	Paid by Check # 76360		10/18/2022	10/18/2022	10/28/2022		10/28/2022	64.22	
4072 - Acushnet Company	914344886	18 - Clubs, balls, bags, clothing & etc.	Paid by Check # 76360		10/18/2022	10/18/2022	10/28/2022		10/28/2022	486.05	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	914362207	18 - Clubs, balls, bags, clothing & etc.	Paid by Check # 76360		10/18/2022	10/18/2022	10/28/2022		10/28/2022	64.22
3978 - J & M Golf, INC	0661623-IN	18 - Hot Hands	Paid by EFT # 49305		10/18/2022	10/18/2022	10/28/2022		10/28/2022	75.44
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions	5	<u>\$1,412.98</u>
							Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions	6	<u>\$2,208.48</u>
Program 184000 - Natural Resources										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	259.25
							Account 43260 - Equipment Rentals Totals	Invoice Transactions	1	<u>\$259.25</u>
							Program 184000 - Natural Resources Totals	Invoice Transactions	1	<u>\$259.25</u>
Program 184500 - Youth Services -Juke Box										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	.65
							Account 43220 - Facility Rentals Totals	Invoice Transactions	1	<u>\$0.65</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	6.56
							Account 53540 - Natural Gas Totals	Invoice Transactions	1	<u>\$6.56</u>
							Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions	2	<u>\$7.21</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	3397	18-Kid City Camp Snacks/Supplies	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	43.68
5819 - Synchrony Bank	8452	18-Supplies for Kid City Summer Camp	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	8.98
							Account 52420 - Other Supplies Totals	Invoice Transactions	2	<u>\$52.66</u>
							Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions	2	<u>\$52.66</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	840.82
							Account 43220 - Facility Rentals Totals	Invoice Transactions	1	<u>\$840.82</u>
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	3330	18 - TLRC Facility Institutional Supplies	Paid by EFT # 49282		10/18/2022	10/18/2022	10/28/2022		10/28/2022	181.48



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Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 185000 - Twin Lakes Recreation Center											
Account 52210 - Institutional Supplies											
7663 - HB Warehouse LLC (Resource Services)	3426	18 - TLRC Facility Institutional Supplies - toilet bowl cleaner	Paid by EFT # 49282		10/18/2022	10/18/2022	10/28/2022		10/28/2022	120.96	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 2	<u>\$302.44</u>
Account 52310 - Building Materials and Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	94132	18-spackling	Paid by Check # 76370		10/18/2022	10/18/2022	10/28/2022		10/28/2022	4.59	
394 - Kleindorfer Hardware & Variety	736383	18-mending plates, corner braces, bolts, scrub brush	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	14.69	
394 - Kleindorfer Hardware & Variety	737172	18-caster	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	10.49	
394 - Kleindorfer Hardware & Variety	737381	18-door holder tips, kick down door holder	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	31.94	
394 - Kleindorfer Hardware & Variety	739821	18-hardware for TLRC	Paid by EFT # 49312		10/18/2022	10/18/2022	10/28/2022		10/28/2022	16.38	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 5	<u>\$78.09</u>
Account 53540 - Natural Gas											
6769 - EDF, INC (EDF Energy Services)	141142ES	06-City Fac.-Natural Gas Commodity-Sept 2022 management fee	Paid by EFT # 49196		10/19/2022	10/19/2022	10/19/2022		10/19/2022	22.26	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$22.26</u>
Account 53610 - Building Repairs											
298 - Commercial Service Of Bloomington, INC	S237089	18 - TLRC Water Heater Replacement	Paid by EFT # 49245		10/18/2022	10/18/2022	10/28/2022		10/28/2022	2,395.00	
298 - Commercial Service Of Bloomington, INC	S237288	18 - TLRC HVAC Repair to Unit 2	Paid by EFT # 49245		10/18/2022	10/18/2022	10/28/2022		10/28/2022	503.06	
298 - Commercial Service Of Bloomington, INC	S237492	18 - TLRC HVAC Repair to Unit 1	Paid by EFT # 49245		10/18/2022	10/18/2022	10/28/2022		10/28/2022	4,153.00	
298 - Commercial Service Of Bloomington, INC	C63601	18 - TLRC HVAC Preventive Maintenance Service 10/22-12/22	Paid by EFT # 49245		10/18/2022	10/18/2022	10/28/2022		10/28/2022	2,260.67	
53657 - Plymate, INC	3129142	18 - TLRC Entry Mat Service - 10-12-22	Paid by EFT # 49351		10/18/2022	10/18/2022	10/28/2022		10/28/2022	81.62	
									Account 53610 - Building Repairs Totals	Invoice Transactions 5	<u>\$9,393.35</u>
Account 53650 - Other Repairs											
392 - Koorsen Fire & Security, INC	IN00233847	18 - TLRC Backflow Inspections	Paid by EFT # 49315		10/18/2022	10/18/2022	10/28/2022		10/28/2022	93.45	
									Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$93.45</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	100622	18-TLRC - Personal Training payment	Paid by EFT # 49384		10/18/2022	10/18/2022	10/28/2022		10/28/2022	165.00
								Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 1	<u>\$165.00</u>
Account 53950 - Landfill										
60 - Monroe County Solid Waste Management District	2022-22	18-TLRC Electronics Recycling	Paid by Check # 76374		10/18/2022	10/18/2022	10/28/2022		10/28/2022	20.00
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$20.00</u>
								Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 17	<u>\$10,915.41</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	100622	18- TLRC Fitness Specialist Pay	Paid by EFT # 49213		10/18/2022	10/18/2022	10/28/2022		10/28/2022	125.00
8271 - Morgan Brummett	100622	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 49230		10/18/2022	10/18/2022	10/28/2022		10/28/2022	75.00
7276 - Kaitlyn Clementi	100622	18-TLRC - Personal Training payment	Paid by EFT # 49243		10/18/2022	10/18/2022	10/28/2022		10/28/2022	210.00
8234 - Paetyn Denson	100522	18- TLRC Group Ex Instructor & PT Pay	Paid by EFT # 49250		10/18/2022	10/18/2022	10/28/2022		10/28/2022	37.50
8234 - Paetyn Denson	101322	18- TLRC Group Ex Instructor & PT Pay	Paid by EFT # 49250		10/18/2022	10/18/2022	10/28/2022		10/28/2022	195.00
7086 - Rivkah L Moore	100722	18- TLRC Fitness Specialist Pay	Paid by EFT # 49336		10/18/2022	10/18/2022	10/28/2022		10/28/2022	218.75
8184 - Emily E Tally	100622	18- TLRC Group Ex Instructor Pay	Paid by EFT # 49389		10/18/2022	10/18/2022	10/28/2022		10/28/2022	62.50
								Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 7	<u>\$923.75</u>
								Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 7	<u>\$923.75</u>
Program 185003 - TLRC-Basketball										
Account 43270 - Registration Fees										
Bloomington Parks Foundation	2022-00001639	18-Refunds	Paid by Check # 76388		10/18/2022	10/18/2022	10/28/2022		10/28/2022	80.75
								Account 43270 - Registration Fees Totals	Invoice Transactions 1	<u>\$80.75</u>
								Program 185003 - TLRC-Basketball Totals	Invoice Transactions 1	<u>\$80.75</u>
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	71.58
								Account 43290 - Concessions Totals	Invoice Transactions 1	<u>\$71.58</u>



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 185006 - TLRC-Concessions											
Account 43295 - Concessions FB Tax											
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	1.39	
204 - State Of Indiana	F&B Tax 0922	18-September 2022 F&B Tax	Paid by EFT # 49200		10/19/2022	10/19/2022	10/19/2022		10/19/2022	.20	
									Account 43295 - Concessions FB Tax Totals	Invoice Transactions 2	<u>\$1.59</u>
Account 43300 - Vending											
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	8.33	
									Account 43300 - Vending Totals	Invoice Transactions 1	<u>\$8.33</u>
Account 52330 - Street , Alley, and Sewer Material											
8155 - PepsiCo Beverage Sales, LLC	08587907	18-TLRC Concession Items	Paid by EFT # 49349		10/18/2022	10/18/2022	10/28/2022		10/28/2022	758.40	
5819 - Synchrony Bank	4342	18 - TLRC Concession Item Sale	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	91.16	
									Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 2	<u>\$849.56</u>
									Program 185006 - TLRC-Concessions Totals	Invoice Transactions 6	<u>\$931.06</u>
Program 186500 - Community Events											
Account 52420 - Other Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	95447	18- Lights and Decorations	Paid by Check # 76370		10/18/2022	10/18/2022	10/28/2022		10/28/2022	119.92	
4549 - Kroger Limited Partnership I	072822	18-Pumpkins	Paid by Check # 76371		10/18/2022	10/18/2022	10/28/2022		10/28/2022	24.00	
5819 - Synchrony Bank	439353834783	18-Amazon Halloween Party Games/Artificial Bananas	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	94.95	
5819 - Synchrony Bank	465737534884	18-Amazon Flashing Blinky Red Light cross savor	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	19.99	
5819 - Synchrony Bank	537748853938	18-Amazon Trick or Treat Trail Supplies	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	305.59	
5819 - Synchrony Bank	776473958594	18- Amazon Suit Yourself Joker Gloves	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	19.99	
5819 - Synchrony Bank	8570	18 - Pumpkins, water, cider	Paid by Check # 76383		10/18/2022	10/18/2022	10/28/2022		10/28/2022	112.66	
5819 - Synchrony Bank	466464746577	18- Amazon K-Ren Gloves	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	12.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 8	<u>\$710.09</u>



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53730 - Machinery and Equipment Rental										
536 - Chris Ramsey (KingSnake Sound Company)	140658	18 - Light rental for Glow in the Park event - 9/17	Paid by EFT # 49354		10/18/2022	10/18/2022	10/28/2022		10/28/2022	50.00
							Account 53730 - Machinery and Equipment Rental Totals		Invoice Transactions 1	\$50.00
							Program 186500 - Community Events Totals		Invoice Transactions 9	\$760.09
Program 186503 - Community Events-Farmers' Market										
Account 43370 - Other Sales										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	42.56
							Account 43370 - Other Sales Totals		Invoice Transactions 1	\$42.56
Account 47230 - Gift Certificate										
5705 - Canku Luta, INC	2985	18-Market Bucks and Gift Certificates	Paid by EFT # 49231		10/18/2022	10/18/2022	10/28/2022		10/28/2022	20.00
6431 - Alvin M Fisher	2990	18-Market Bucks and Gift Certificates	Paid by EFT # 49267		10/18/2022	10/18/2022	10/28/2022		10/28/2022	5.00
12527 - Hoosier Honey	2989	18-Market Bucks and Gift Certificates	Paid by EFT # 49289		10/18/2022	10/18/2022	10/28/2022		10/28/2022	100.00
52276 - Hunter's Honey Farm	2968	18-Market Bucks and Gift Certificates	Paid by EFT # 49292		10/18/2022	10/18/2022	10/28/2022		10/28/2022	20.00
5200 - Chester L Lehman (Olde Lane Orchard)	2992	18-Market Bucks and Gift Certificates	Paid by EFT # 49321		10/18/2022	10/18/2022	10/28/2022		10/28/2022	45.00
12413 - Dale L Marchino	2967	18-Market Bucks and Gift Certificates	Paid by Check # 76372		10/18/2022	10/18/2022	10/28/2022		10/28/2022	20.00
4347 - Daniel E McCullough	2975	18-Market Bucks and Gift Certificates	Paid by Check # 76373		10/18/2022	10/18/2022	10/28/2022		10/28/2022	30.00
4347 - Daniel E McCullough	2987	18-Market Bucks and Gift Certificates	Paid by Check # 76373		10/18/2022	10/18/2022	10/28/2022		10/28/2022	35.00
12409 - Jeffrey A Padgett	2986	18-Market Bucks and Gift Certificates	Paid by EFT # 49346		10/18/2022	10/18/2022	10/28/2022		10/28/2022	65.00
19916 - Thomas D Phillips	2966	18-Market Bucks and Gift Certificates	Paid by EFT # 49350		10/18/2022	10/18/2022	10/28/2022		10/28/2022	40.00
7337 - David Ray (Stonewall Maple Syrup)	2971	18-Market Bucks and Gift Certificates	Paid by EFT # 49355		10/18/2022	10/18/2022	10/28/2022		10/28/2022	20.00
14571 - Melvin E Reeves	2997	18-Market Bucks and Gift Certificates	Paid by EFT # 49357		10/18/2022	10/18/2022	10/28/2022		10/28/2022	70.00
12422 - Kip Schlegel	2973	18-Gift Certificates	Paid by EFT # 49366		10/18/2022	10/18/2022	10/28/2022		10/28/2022	10.00
4428 - Nicolas S Schultz	2996	18-Market Bucks and Gift Certificates	Paid by EFT # 49367		10/18/2022	10/18/2022	10/28/2022		10/28/2022	85.00



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 186503 - Community Events-Farmers' Market											
Account 47230 - Gift Certificate											
17532 - Ralph Shatto (Poseys & Pumpkins)	2991	18-Market Bucks and Gift Certificates	Paid by EFT # 49371		10/18/2022	10/18/2022	10/28/2022		10/28/2022	25.00	
54040 - SIB, INC (Scholars Inn Bakehouse)	2976	18-Market Bucks and Gift Certificates	Paid by EFT # 49374		10/18/2022	10/18/2022	10/28/2022		10/28/2022	50.00	
2496 - Galen Jay Stoll	2981	18-Market Bucks and Gift Certificates	Paid by Check # 76382		10/18/2022	10/18/2022	10/28/2022		10/28/2022	30.00	
5673 - Stephen Stoll	2970	18-Market Bucks and Gift Certificates	Paid by EFT # 49386		10/18/2022	10/18/2022	10/28/2022		10/28/2022	20.00	
6623 - Twilight Dairy, LLC	2993	18-Market Bucks and Gift Certificates	Paid by EFT # 49396		10/18/2022	10/18/2022	10/28/2022		10/28/2022	220.00	
3666 - Marie Wagler	2994	18-Market Bucks and Gift Certificates	Paid by EFT # 49399		10/18/2022	10/18/2022	10/28/2022		10/28/2022	15.00	
								Account 47230 - Gift Certificate Totals		Invoice Transactions 20	<u>\$925.00</u>
Account 47240 - EBT Market Bucks											
5705 - Canku Luta, INC	2985	18-Market Bucks and Gift Certificates	Paid by EFT # 49231		10/18/2022	10/18/2022	10/28/2022		10/28/2022	48.00	
6431 - Alvin M Fisher	2969	18-Market Bucks	Paid by EFT # 49267		10/18/2022	10/18/2022	10/28/2022		10/28/2022	42.00	
6431 - Alvin M Fisher	2990	18-Market Bucks and Gift Certificates	Paid by EFT # 49267		10/18/2022	10/18/2022	10/28/2022		10/28/2022	84.00	
8136 - Amanda Hand (MKONO Farm)	2972	18-Market Bucks	Paid by EFT # 49280		10/18/2022	10/18/2022	10/28/2022		10/28/2022	120.00	
12527 - Hoosier Honey	2980	18-Market Bucks	Paid by EFT # 49289		10/18/2022	10/18/2022	10/28/2022		10/28/2022	198.00	
12527 - Hoosier Honey	2989	18-Market Bucks and Gift Certificates	Paid by EFT # 49289		10/18/2022	10/18/2022	10/28/2022		10/28/2022	264.00	
52276 - Hunter's Honey Farm	2968	18-Market Bucks and Gift Certificates	Paid by EFT # 49292		10/18/2022	10/18/2022	10/28/2022		10/28/2022	180.00	
8154 - Austin Larsen (Farm Over Yonder LLC)	2977	18-Market Bucks	Paid by EFT # 49318		10/18/2022	10/18/2022	10/28/2022		10/28/2022	54.00	
5200 - Chester L Lehman (Olde Lane Orchard)	2992	18-Market Bucks and Gift Certificates	Paid by EFT # 49321		10/18/2022	10/18/2022	10/28/2022		10/28/2022	255.00	
12413 - Dale L Marchino	2967	18-Market Bucks and Gift Certificates	Paid by Check # 76372		10/18/2022	10/18/2022	10/28/2022		10/28/2022	105.00	
4347 - Daniel E McCullough	2975	18-Market Bucks and Gift Certificates	Paid by Check # 76373		10/18/2022	10/18/2022	10/28/2022		10/28/2022	99.00	
4347 - Daniel E McCullough	2987	18-Market Bucks and Gift Certificates	Paid by Check # 76373		10/18/2022	10/18/2022	10/28/2022		10/28/2022	45.00	
5079 - Louise Miracle (dba Pie First Bakery)	2965	18-Market Bucks	Paid by EFT # 49332		10/18/2022	10/18/2022	10/28/2022		10/28/2022	15.00	
12409 - Jeffrey A Padgett	2986	18-Market Bucks and Gift Certificates	Paid by EFT # 49346		10/18/2022	10/18/2022	10/28/2022		10/28/2022	723.00	



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 186503 - Community Events-Farmers' Market											
Account 47240 - EBT Market Bucks											
19916 - Thomas D Phillips	2966	18-Market Bucks and Gift Certificates	Paid by EFT # 49350		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
7337 - David Ray (Stonewall Maple Syrup)	2971	18-Market Bucks and Gift Certificates	Paid by EFT # 49355		10/18/2022	10/18/2022	10/28/2022		10/28/2022	9.00	
14571 - Melvin E Reeves	2997	18-Market Bucks and Gift Certificates	Paid by EFT # 49357		10/18/2022	10/18/2022	10/28/2022		10/28/2022	57.00	
12430 - Luke Rhodes	2979	18-Market Bucks	Paid by EFT # 49360		10/18/2022	10/18/2022	10/28/2022		10/28/2022	270.00	
12422 - Kip Schlegel	2978	18-Market Bucks	Paid by EFT # 49366		10/18/2022	10/18/2022	10/28/2022		10/28/2022	15.00	
4428 - Nicolas S Schultz	2996	18-Market Bucks and Gift Certificates	Paid by EFT # 49367		10/18/2022	10/18/2022	10/28/2022		10/28/2022	435.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	2982	18-Market Bucks	Paid by EFT # 49371		10/18/2022	10/18/2022	10/28/2022		10/28/2022	84.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	2991	18-Market Bucks and Gift Certificates	Paid by EFT # 49371		10/18/2022	10/18/2022	10/28/2022		10/28/2022	78.00	
54040 - SIB, INC (Scholars Inn Bakehouse)	2976	18-Market Bucks and Gift Certificates	Paid by EFT # 49374		10/18/2022	10/18/2022	10/28/2022		10/28/2022	201.00	
2496 - Galen Jay Stoll	2981	18-Market Bucks and Gift Certificates	Paid by Check # 76382		10/18/2022	10/18/2022	10/28/2022		10/28/2022	159.00	
2496 - Galen Jay Stoll	2995	18-Market Bucks	Paid by Check # 76382		10/18/2022	10/18/2022	10/28/2022		10/28/2022	57.00	
5673 - Stephen Stoll	2970	18-Market Bucks and Gift Certificates	Paid by EFT # 49386		10/18/2022	10/18/2022	10/28/2022		10/28/2022	36.00	
7197 - The Goat Conspiracy	2974	18-Market Bucks	Paid by EFT # 49392		10/18/2022	10/18/2022	10/28/2022		10/28/2022	60.00	
6623 - Twilight Dairy, LLC	2993	18-Market Bucks and Gift Certificates	Paid by EFT # 49396		10/18/2022	10/18/2022	10/28/2022		10/28/2022	300.00	
3666 - Marie Wagler	2994	18-Market Bucks and Gift Certificates	Paid by EFT # 49399		10/18/2022	10/18/2022	10/28/2022		10/28/2022	315.00	
									Account 47240 - EBT Market Bucks Totals	Invoice Transactions 29	\$4,368.00
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	82116-0010922	18-Water Sewer Charges Sept 22	Paid by Check # 76357		10/19/2022	10/19/2022	10/19/2022		10/19/2022	11.01	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$11.01
Account 53990 - Other Services and Charges											
8396 - Miriam Cortes	100	18-FM Entertainment (Harvest for the World)	Paid by EFT # 49246		10/18/2022	10/18/2022	10/28/2022		10/28/2022	250.00	
7799 - David D (dba Matixando) Gonzalez	20220924	18- FM Entertainment (Harvest for the World)	Paid by EFT # 49275		10/18/2022	10/18/2022	10/28/2022		10/28/2022	300.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$550.00



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market Totals										\$5,896.57
Invoice Transactions 53										
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	1812PK-10.12.22	18-Marketing Fee/Sponsor Split/Movie License Movies in the Parks	Paid by EFT # 49295		10/18/2022	10/18/2022	10/28/2022		10/28/2022	1,750.00
7327 - King Bee & The Stingers Partnerships	October 7, 2022	18- 75 Minute Performance at Switchyard Park - October 7, 2022	Paid by EFT # 49310		10/18/2022	10/18/2022	10/28/2022		10/28/2022	750.00
8207 - William Philip Scott	WSM-3206	18- Opening Performance at Switchyard Park-10/7/22	Paid by EFT # 49368		10/18/2022	10/18/2022	10/28/2022		10/28/2022	200.00
Account 53990 - Other Services and Charges Totals										\$2,700.00
Program 186506 - Performing Art Series Totals										\$2,700.00
Invoice Transactions 3										
Invoice Transactions 3										
Program 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	226.13
Account 43220 - Facility Rentals Totals										\$226.13
Invoice Transactions 1										
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	092722	18-Adult Softball Umpire	Paid by EFT # 49236		10/18/2022	10/18/2022	10/28/2022		10/28/2022	155.00
7147 - Keith E Crittenden	100522	18-Adult Softball Umpire	Paid by EFT # 49248		10/18/2022	10/18/2022	10/28/2022		10/28/2022	150.00
17565 - Michael B Hicks (Contractual)	100222	18-Adult Softball Umpire	Paid by EFT # 49287		10/18/2022	10/18/2022	10/28/2022		10/28/2022	300.00
6443 - David Joseph Huss	100522	18-Adult Softball Umpire	Paid by EFT # 49293		10/18/2022	10/18/2022	10/28/2022		10/28/2022	225.00
7758 - Timothy R Louis	100622	18-Adult Softball Umpire	Paid by EFT # 49323		10/18/2022	10/18/2022	10/28/2022		10/28/2022	455.00
557 - Vicki Lynn Minder	100522	18-Adult Softball Umpire	Paid by EFT # 49331		10/18/2022	10/18/2022	10/28/2022		10/28/2022	150.00
6526 - Craig T Sparks	100622	18-Adult Softball Umpire	Paid by EFT # 49380		10/18/2022	10/18/2022	10/28/2022		10/28/2022	150.00
Account 53940 - Temporary Contractual Employee Totals										\$1,585.00
Program 187001 - Adult Sports-Softball Totals										\$1,811.13
Invoice Transactions 7										
Invoice Transactions 8										



Board of Park Commissioners Claim Register

Invoice Date Range 10/15/22 - 10/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	184.43
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$184.43</u>
								Program 189003 - Operations-Open Shelters Totals	Invoice Transactions 1	<u>\$184.43</u>
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 0922	18-September 2022 Sales Tax	Paid by EFT # 49199		10/19/2022	10/19/2022	10/19/2022		10/19/2022	604.21
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$604.21</u>
Account 52420 - Other Supplies										
8409 - Specialty Moving Products (Raymond Products)	62056	18- SYP Flag Toter Round Table Cart	Paid by EFT # 49381		10/18/2022	10/18/2022	10/28/2022		10/28/2022	739.01
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$739.01</u>
								Program 189006 - Switchyard Property Totals	Invoice Transactions 2	<u>\$1,343.22</u>
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
1643 - Designscape Horticulture Services, INC	34362	18- 4 memorial dogwood trees	Paid by EFT # 49252		10/18/2022	10/18/2022	10/28/2022		10/28/2022	1,000.00
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$1,000.00</u>
								Program 189503 - Urban Forestry Totals	Invoice Transactions 1	<u>\$1,000.00</u>
Program G17014 - Youth & Adolescent Physical Actv										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	696683384648	18- Amazon Underwater Pool Diving Toys	Paid by EFT # 49387		10/18/2022	10/18/2022	10/28/2022		10/28/2022	219.80
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$219.80</u>
								Program G17014 - Youth & Adolescent Physical Actv Totals	Invoice Transactions 1	<u>\$219.80</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 134	<u>\$31,930.60</u>
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 134	<u>\$31,930.60</u>
								Grand Totals	Invoice Transactions 238	<u>\$107,521.68</u>

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/28/22	Claims				\$107,521.68
					<u>\$107,521.68</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$107,521.68 10/28/2022

Dated this 21st day of Oct. year of 20 22

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

Fiscal Office Cheryl Gilliland

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/21/2022	Payroll				175,231.27
					175,231.27

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 \$ 175,231.27

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/4/2022	Payroll				173,965.13
					173,965.13

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 \$ 173,965.13

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00016651	BA	GL	10/28/2022	Budget Amendment Rogers Park amenities trellis, shelter, benches				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
10/28/2022	201-18-189000-52420	Other Supplies	Budget Amendment Rogers Park amenities trellis, shelter, benches		92,899.50	.00
Number of Entries: 1					\$92,899.50	\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues October 2022								
	2021	2021	2021	2021	2022	2022	2022	
	Projected	Revenue	Revenue	% of	Projected	Revenue	% of	
	Revenue	as of	as of	Revenue	Revenue	as of	Revenue	
	for year	December	October	Collected	for year	October	Collected	
				to date			to date	%
General Fund								change
Taxes/Misc Revenue	6,540,158	7,742,919	4,482,467	57.89%	6,542,219	4,400,949	67.27%	-1.82%
Administration	500	388	987	254.09%	500	421	84.20%	-57.34%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,600	168,091	168,091	100.00%	181,000	187,376	103.52%	11.47%
Frank Southern	215,100	105,137	16,032	15.25%	213,000	122,059	57.30%	661.32%
Golf Services	572,000	854,919	826,102	96.63%	699,000	864,430	123.67%	4.64%
Natural Resources	0	45	-130	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,900	5,908	3,942	12.88%	13,500	8,154	60.40%	106.84%
Adult Sports	48,500	30,600	30,600	100.00%	16,000	28,065	175.41%	-8.28%
Youth Sports	39,800	32,909	26,759	81.31%	25,500	26,649	104.51%	-0.41%
BBCC	15,000	15,789	14,276	90.42%	15,000	5,872	39.14%	-58.87%
Operations	0	0	0	0.00%	0	26	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	28,150	41,725	39,175	93.89%	35,000	34,800	99.43%	-11.17%
Urban Forestry	0	75	75	0.00%	0	0	0.00%	0.00%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,118,550	1,255,585	1,125,909	89.67%	1,198,500	1,277,851	106.62%	13.50%
General Fund Total	7,658,708	8,998,503	5,608,376	62.33%	7,740,719	5,678,800	73.36%	1.26%
Non-Reverting Fund								
Administration	35,600	22,699	10,998	48.45%	35,600	140,588	394.91%	1178.25%
Health & Wellness	3,250	4,744	3,434	72.39%	6,450	3,223	49.97%	-6.15%
Community Relations	5,400	2,822	2,632	93.27%	3,000	5,298	176.58%	101.28%
Aquatics	85,503	84,190	84,190	100.00%	80,000	73,611	92.01%	-12.56%
Frank Southern	102,200	54,299	23,379	43.06%	91,300	55,108	60.36%	135.71%
Golf Services	149,300	233,894	209,397	89.53%	163,000	209,648	128.62%	0.12%
Natural Resources	71,400	49,369	48,774	98.79%	71,400	60,587	84.86%	24.22%
Youth Programs	246,740	141,789	137,533	97.00%	163,500	166,371	101.76%	20.97%
*TLRC -Operational	730,428	596,325	461,943	77.46%	599,625	706,767	117.87%	53.00%
Community Events	192,459	130,293	122,317	93.88%	139,740	143,709	102.84%	17.49%
Adult Sports	138,300	94,849	94,262	99.38%	54,500	102,990	188.97%	9.26%
Youth Sports	3,502	7,520	7,548	100.37%	8,000	3,302	41.28%	-56.25%
BBCC	7,600	9,571	9,128	95.37%	7,600	5,790	76.18%	-36.58%
Operations	68,900	131,747	111,790	84.85%	68,900	87,037	126.32%	-22.14%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	31,500	51,346	46,197	89.97%	41,500	56,892	137.09%	23.15%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,875	9,875	100.00%	14,600	16,700	114.38%	69.11%
N-R Fund subtotal:	1,881,982	1,625,332	1,383,397	85.11%	1,549,115	1,837,618	118.62%	32.83%

Other Misc Funds								
G18-19 MCCSC 21st Co	30,000							
G19-20 MCCSC 21st Co	14,210							
G20-21 MCCSC 21st		13,840	13,840					
G21 MCCSC 21st		9,162				21,571		
G14009 Summer Food G	27,864	11,631	11,631			-2,866		
Communit Banneker Bus	45,000							
Kaboom Play Everywhere								
NRPA Nutrition Hub		35,000	35,000			5,000		
Duke Arbor Day								
Griffy LARE Veg. Mgt		5,499	2,800			4,050		
G15008 Leonard Spring		12,245	12,245					
G15009 Griffy Nature Days		2,231	2,231			4,328		
(902) Rose Hill Trust		120	100			311		
Banneker ROI								
Banneker Nature Days		3,109	3,109			4,293		
Yth & Adolescent Phy Ac	8,000	8,467	8,467			6,941		
Nature Days Star								
2019 Deer Cull IN DNR C	25,000	25,000	25,000			23,389		
Reservoir Fisheries						2,000		
Other Misc Funds total:	150,074	126,305	114,423			0	69,017	
TOTAL ALL FUNDS	9,690,764	10,750,140	7,106,196	66.10%	9,289,834	7,585,435	81.65%	6.74%

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021	2022	2022	2022	
October	Total	Expenses	Expenses	% of	Total	Expenses	% of	
	Expense	as of	as of	Expenses	Expense	as of	Expenses	
	Budget	December	October	Spent	Budget	October	Spent	%
				to date			to date	change
General Fund								
Administration	717,168	759,357	673,516	88.70%	813,903	662,994	81.46%	-1.56%
Health & Wellness	86,927	85,291	72,406	84.89%	94,977	56,168	59.14%	-22.43%
Community Relations	498,198	425,810	318,722	74.85%	510,923	313,028	62.38%	-1.79%
Aquatics	293,257	346,262	293,257	84.69%	424,371	320,648	75.56%	9.34%
Frank Southern Center	369,516	298,585	176,164.65	59.00%	387,393	241,779	62.41%	37.25%
Golf Services	720,425	720,027	618,754	85.93%	833,792	687,816	82.49%	11.16%
Natural Resources	390,401	354,656	296,682	83.65%	420,230	296,556	70.57%	-0.04%
Youth Programs	73,773	70,670	61,026	86.35%	77,162	60,286	78.13%	-1.21%
TLRC	278,629	277,365	233,487	84.18%	305,962	224,371	73.33%	-3.90%
Community Events	418,379	399,752	342,637	85.71%	576,608	413,343	71.69%	20.64%
Adult Sports	244,078	246,990	197,974	80.15%	325,324	230,828	70.95%	16.60%
Youth Sports	231,548	283,170	204,260	72.13%	310,858	231,438	74.45%	13.31%
BCC	419,321	340,689	292,404	85.83%	434,110	244,666	56.36%	-16.33%
Inclusive Recreation	89,535	75,170	64,057	85.22%	92,832	59,677	64.28%	-6.84%
Operations	1,865,916	1,750,670	1,490,203	85.12%	1,757,328	1,381,017	78.59%	-7.33%
Switchyard Property	410,662	423,326	306,982	72.52%	676,749	331,414	48.97%	7.96%
Landscaping	654,879	571,940	450,504	78.77%	886,913	548,516	61.85%	21.76%
Cemeteries	214,404	194,503	166,689	85.70%	398,487	297,883	74.75%	78.71%
Urban Forestry	501,313	394,933	304,405	77.08%	530,277	291,421	54.96%	-4.27%
Recover Forward	0	0		0.00%	0	0	0.00%	0.00%
General Fund total:	8,478,330	8,019,168	6,564,130	81.86%	9,858,200	6,893,848	69.93%	5.02%
Non-Reverting Fund								
Administration	18,550	7,167	5,588	77.97%	12,800	1,800	14.06%	-67.79%
Health & Wellness	2,450	4,789	3,077	64.24%	4,005	998	24.92%	-67.56%
Community Relations	5,350	720	530	73.62%	5,350	712	13.30%	34.26%
Aquatics	55,544	37,873	59,629	157.44%	57,518	60,041	104.39%	0.69%
Frank Southern Center	87,669	42,037	47,389	112.73%	88,282	46,872	53.09%	-1.09%
Golf Services	126,758	147,617	141,998	96.19%	136,759	139,871	102.28%	-1.50%
Natural Resources	70,610	24,037	15,888	66.10%	81,710	44,709	54.72%	181.39%
Youth Programs	214,782	121,851	120,154	98.61%	69,137	76,600	110.79%	-36.25%
*TLRC - day to day	633,489	468,075	325,615	69.56%	555,814	432,820	77.87%	32.92%
Community Events	216,119	163,645	129,340	79.04%	226,836	104,580	46.10%	-19.14%
Adult Sports	135,504	82,919	89,763	108.25%	78,515	96,184	122.50%	7.15%
Youth Sports	9,578	8,563	30,053	350.98%	9,791	7,030	71.80%	-76.61%
BCC	2,560	6,731	3,949	58.67%	2,560	15,705	613.49%	297.70%
Childcare Program	0	0		0.00%			0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	46,110	83,807	89,799	107.15%	141,758	102,324	72.18%	13.95%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	56,284	225.46%	27,558	16,037	58.20%	-71.51%
Landscaping (CCC Prop.)	0	0	197	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	600	0.00%	0	0	0.00%	0.00%
Urban Forestry	6,350	2,320	1	0.04%	12,650	3,315	26.20%	0.00%
N-R Fund subtotal:	1,659,093	1,227,117	1,119,855	91.26%	1,511,043	1,149,597	76.08%	2.66%
TLRC - bond	474,100	474,013	474,013	100.00%	474,213	474,213	100.00%	0.04%
N-R Fund total:	2,133,193	1,701,129	1,593,868	93.69%	1,985,255	1,623,810	81.79%	1.88%

Other Misc Funds								
16-17 MCCA 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn			2,079					
20-21 MCCSC 21st Com Learn			15,221					
2021 MCCSC 21st Grant			3,462			26,695		
Community Banneker Bus								
Duke Arbor Day						3,905		
G15008 Summer Food Prg.	11,115		12,898					
G15009 Nature Days S/Star								
Griffy Lake Nature Day			2,231			4,298		
Wapehani I-69 Mitigation								
Leonard Springs Nature			3,618			4,081		
Banneker Nature Day			3,109			4,293		
NRPA Nutrition Hub			10,695			30,971		
Kaboom Play								
Youth & Adolescent Phy Act			8,004			6,941		
Goat Farm								
Giffy LARE			5,499					
Deer Cull			25,000					
Banneker ROI			13,979					
Other Misc Funds total:	11,115	0	105,793	0.00%	0	81,185		
TOTAL ALL FUNDS	10,622,638	9,537,723	8,263,791	86.64%	11,843,455	8,598,842	72.60%	4.05%

Non-Reverting Cash Balances	1	2	3	4	5	6	7
	Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
	Balance	as of	Misc.	as of	from	Revenue	Balance
	1/1/2022	10/31/2022	revenue	10/31/2022	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	278,693.84	140,587.55		1,800.19		138,787.36	417,481.20
Health & Wellness	14,839.13	3,222.75		998.11		2,224.64	17,063.77
Community Relations	36,781.63	5,297.50		711.80		4,585.70	41,367.33
Aquatics	358,145.31	73,611.20		60,041.31		13,569.89	371,715.20
Frank Southern Center	157,882.22	55,107.70		46,871.72		8,235.98	166,118.20
Golf Course	248,428.81	209,647.86		139,870.71		69,777.15	318,205.96
Natural Resources	354,568.40	60,586.59		44,708.06		15,878.53	370,446.93
Allison Jukebox	310,130.67	166,370.71		76,600.48		89,770.23	399,900.90
TLRC	(2,679,828.93)	628,772.46		907,032.33		(278,259.87)	(2,958,088.80)
TLRC Reserve	730,333.74	77,994.20		0.00		77,994.20	808,327.94
Community Events	510,539.99	143,708.98		104,579.53		39,129.45	549,669.44
Adult Sports	14,181.56	102,989.84		96,183.70		6,806.14	20,987.70
Youth Sports	5,155.50	3,302.41		7,030.47		(3,728.06)	1,427.44
Skate Park	575.42	0		0.00		5,789.70	6,365.12
Benjamin Banneker Comm Center	67,391.42	5789.7		15,705.33		(9,915.63)	51,686.09
Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
Operations	242,465.81	87,036.86		102,323.72		(15,286.86)	227,178.95
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	250,311.69	56,892.09		16,037.33		40,854.76	291,166.45
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	36,031.73	16,700.00		3,314.64		13,385.36	49,417.09
Change Fund	0.00	0.00		0.00		0.00	0.00
Deposits	0.00	0.00		0.00		0.00	0.00
TOTALS	956,174.06	1,837,618.40	0.00	1,623,809.43	0.00	219,598.67	1,169,983.03

* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds

** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.

213,808.97
INCREASE/DECREASE FOR THE CURRENT

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
10/03/2022	2149559	6	FR	SHELT_BRYPK_	Bryan Woodlawn on 10/16/2022 at 6:	Refund Now	grabowsm	84.00	0.00	84.00
10/03/2022	2149562	6	AR	350209_C	Excel Tae Kwon Do (350209-C)	Refund Now	grabowsm	65.00	0.00	65.00
10/03/2022	2149565	6	AR	350209_C	Excel Tae Kwon Do (350209-C)	Refund Now	grabowsm	65.00	0.00	65.00
10/03/2022	2149567	6	FR	Turf_TLRC_Turf	Turf on 09/24/2022 at 1:00pm to 2:4	Refund Now	grabowsm	122.50	0.00	122.50
10/03/2022	2149588	6	AR	350302_B	Grade 1 (350302-B)	Refund Now	grabowsm	95.00	0.00	95.00
10/03/2022	2149616	6	AR	350302_E	Grade 4-6 Girls (350302-E)	Refund Now	grabowsm	14.25	0.00	14.25
10/03/2022	2149645	6	AR	350302_D	Grade 3 (350302-D)	Refund Now	grabowsm	95.00	0.00	95.00
10/04/2022	2150246	6	AR	350302_C	Grade 2 (350302-C)	Refund Now	grabowsm	95.00	0.00	95.00
10/05/2022	2150828	6	AR	350302_B	Grade 1 (350302-B)	Refund Now	grabowsm	95.00	0.00	95.00
10/07/2022	2152030	3	FR	SHELT_BRYPK_	Bryan Woodlawn on 10/22/2022 at 6:	Refund Now	HALTI	84.00	0.00	84.00
10/10/2022	2153935	5	FR	SHELT_CASPK_	Sycamore Shelter on 10/27/2022 at	Refund Now	michele.wilson	79.00	0.00	79.00
10/11/2022	2154936	6	PM	TL-AD12M	TL ADLT12M PIF (30621)	Refund Now	grabowsm	360.00	0.00	360.00
10/12/2022	2155257	5	AR	350302_B	Grade 1 (350302-B)	Refund Now	michele.wilson	55.00	0.00	55.00
10/12/2022	2155257	5	AR	350302_C	Grade 2 (350302-C)	Refund Now	michele.wilson	95.00	0.00	95.00
10/12/2022	2155259	5	AR	350302_E	Grade 4-6 Girls (350302-E)	Refund Now	michele.wilson	75.00	0.00	75.00
10/12/2022	2155483	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/12/2022	2155484	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/12/2022	2155485	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/12/2022	2155486	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/12/2022	2155487	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/12/2022	2155487	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/12/2022	2155487	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/12/2022	2155488	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
10/12/2022	2155489	6	AR	340010_A	Autumn Tree ID (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
10/18/2022	2158752	6	AR	345101_C	November 8, 2022 (345101-C)	Refund Now	grabowsm	45.00	0.00	45.00
10/20/2022	2159825	6	AR	350301_C	Age 10-12 (350301-C)	Refund Now	grabowsm	75.00	0.00	75.00
10/20/2022	2159871	5	AR	350209_C	Excel Tae Kwon Do (350209-C)	Refund Now	michele.wilson	65.00	0.00	65.00
10/20/2022	2159873	5	AR	350201_B	Beginning Yoga (350201-B)	Refund Now	michele.wilson	55.00	0.00	55.00
10/24/2022	2162348	5	FR	SHELT_BRYPK_	Bryan North Shelter on 11/12/2022 at	Refund Now	michele.wilson	59.00	0.00	59.00
10/24/2022	2162360	3	FR	SHELT_CASPK_	Sycamore Shelter on 10/23/2022 at	Refund Now	HALTI	47.00	0.00	47.00
10/24/2022	2162682	4	FR	SHELT_BRYPK_	Bryan North Shelter on 11/05/2022 at	Refund Now	PHILBECE	59.00	0.00	59.00
10/25/2022	2163038	6	AR	325009_C	The Skating School - Level 5 (325009	Refund Now	grabowsm	80.00	0.00	80.00
10/25/2022	2163040	6	AR	325014_A	The Skating School - Adult 2 (325014	Refund Now	grabowsm	80.00	0.00	80.00
10/25/2022	2163047	6	AR	325006_D	The Skating School - Level 2 (325006	Refund Now	grabowsm	80.00	0.00	80.00
10/25/2022	2163047	6	AR	325002_C	The Skating School Tot 1 (325002-C)	Refund Now	grabowsm	80.00	0.00	80.00
10/25/2022	2163080	6	AR	340011_A	Animal Tracking Basics and Beyond (	Refund Now	grabowsm	5.00	0.00	5.00
10/25/2022	2163080	6	AR	340011_A	Animal Tracking Basics and Beyond (	Refund Now	grabowsm	5.00	0.00	5.00
10/25/2022	2163087	6	AR	340011_A	Animal Tracking Basics and Beyond (	Refund Now	grabowsm	5.00	0.00	5.00
10/25/2022	2163089	6	AR	340011_A	Animal Tracking Basics and Beyond (	Refund Now	grabowsm	5.00	0.00	5.00
10/25/2022	2163091	6	AR	340011_A	Animal Tracking Basics and Beyond (	Refund Now	grabowsm	5.00	0.00	5.00
10/25/2022	2163093	6	AR	340011_A	Animal Tracking Basics and Beyond (	Refund Now	grabowsm	5.00	0.00	5.00
10/25/2022	2163093	6	AR	340011_A	Animal Tracking Basics and Beyond (	Refund Now	grabowsm	5.00	0.00	5.00
10/28/2022	2165003	6	FR	Turf_TLRC_Turf	Turf on 10/28/2022 at 5:00pm to 7:0	Refund Now	grabowsm	2.50	0.00	2.50
10/28/2022	2165003	6	FR	ROOMS_TLRC_	TLRC Party Room on 10/28/2022 at	Refund Now	grabowsm	90.00	0.00	90.00

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
10/28/2022	2165003	6	FR	ROOMS_TLRC_	TLRC Party Room on 10/28/2022 at	Refund Now	grabowsm	22.50	0.00	22.50

Report Summary Totals

Total Refund Records:	45
Total Fees Refunded:	2,399.75
Total Tax Refunded:	0.00
Total Amount Refunded:	2,399.75

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

Output Template: VSI - Refund Listing Report
 Output Type: Detail
 Preview Report: yes
 PDF: Yes
 Print Selection Criteria: Yes
 CSV Summary Option: Raw Data

REPORT SPECIFIC CRITERIA

Refund Type: Refund Now
 Begin Service Item:
 Begin League:
 Begin Locker:
 Begin Trip:
 Begin Activity Section:
 Begin Pass:
 Begin Rental Item Code:
 Begin Inventory Item:
 Begin Ticket:
 Begin Facility:
 Begin Refund Date: 10/01/2022 - Actual Date|10/01/2022
 End Ticket: ZZZZZZZZ
 End Inventory Item: ZZZZZZ
 End Pass: ZZZZZZ
 End Refund Date: 10/31/2022 - Actual Date|10/31/2022
 End Trip: ZZZZZZZZ
 End Facility: ZZZZZZ
 End League: ZZZZZZ
 End Service Item: ZZZZZZZZZZ
 End Locker: ZZZZZZ
 End Activity Section: ZZZZZZZZZZ
 End Rental Item Code: ZZZZZZ
 Begin Drawer: 1
 End Drawer: 500



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-7

Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: November 15, 2022
SUBJECT: REVIEW/APPROVAL OF TWELVE (12) SERVICE AGREEMENTS FOR 2023

Recommendation

Staff recommends approval of these Twelve (12) service agreements. These services agreements will come out of regular general fund budgets or non-reverting budgets depending on which facility the service is needed. The Twelve (12) are as follows:

1. City Glass of Bloomington Inc.- repair or replacement of windows, doors, glass; not to exceed Four Thousand Dollars (\$4,000)
2. Commercial Service of Bloomington – plumbing and HVAC service and repairs; not to exceed Four Thousand Nine Hundred Dollars (\$4,900)
3. Gooldy & Sons – repairs and service to food service equipment; not to exceed Four Thousand Dollars (\$4,000)
4. Hawkins-Bailey Warehouse – service and repairs to custodial machinery and equipment; not to exceed Four Thousand Dollars (\$4,000)
5. Koorsen Environmental - service to food service ventilation and hoods at Twin Lakes Recreation Center and Twin Lakes Sports Park; not to exceed Four Thousand Dollars (\$4,000)
6. Koorsen Fire and Security – service and repairs to backflows, alarm systems, fire extinguisher service, and fire suppression systems; not to exceed Four Thousand Dollars (\$4,000)
7. Oracle Elevator – service, repairs, and required testing of elevators at Twin Lakes Recreation Center and Banneker Community Center; not to exceed Four Thousand Dollars (\$4,000)
8. Photizo, LLC (Fish Window Cleaning) - cleans windows, gutters and maintenance services as needed; not to exceed Four Thousand Dollars (\$4,000)
9. Plymate – entry mat service at Twin Lakes Recreation Center and Frank Southern Ice Arena; not to exceed Four Thousand Nine Hundred Dollars (\$4,900)
10. Terminix – exterminating services at Sports facilities as needed; not to exceed Four Thousand Dollars (\$4,000)
11. The Motz Group – service and repairs indoor artificial turf and rubberized track at the Twin Lakes Recreation Center; not to exceed Four Thousand Dollars (\$4,000)

2021-January

12. Woods Electrical Contractors – provide electrical and lighting repairs at Sports division facilities; not to exceed Four Thousand Nine Hundred Dollars (\$4,900)

Background

The Parks department has worked with these eleven companies for several years, and has found their dedication and quality of service to the needs the parks facilities, staff and participants is outstanding.

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. “Public Work” means any service done on city property that is paid for out of a public fund. The manual outlines that if the work is involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or service as the need arises.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Daren Eads". The signature is written in a cursive style with a large, looped 'D' and 'E'.

Daren Eads, Sports Facility Coordinator

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

CITY GLASS OF BLOOMINGTON, INC

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and City Glass of Bloomington, Inc ("Contractor").

Article 1. Scope of Services Contractor shall provide repair, adjustment, and/or replace windows, glass and door services at City park properties and facilities ("Services"). The hourly rate of Eighty Five Dollars (\$85.00) with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 8:30am to 5:00pm and all other times for an afterhours hourly rate of One Hundred – Twelve Dollars and Fifty Cents (\$112.50) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred-Twelve Dollars and Fifty Cents (\$112.50) with a minimum of one (1) hour charge, plus materials.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023 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 Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex, and Olcott Park; Dee Tuttle for Frank Southern Center and Pools; and Aaron Craig for Golf Course as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex, and Olcott Park; Dee Tuttle for Frank Southern Center and Pools; and Aaron Craig for Golf Course City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability

claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: City Glass, 719 West 17th St., Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

CITY GLASS OF BLOOMINGTON, INC.

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director

Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
COMMERCIAL SERVICE OF BLOOMINGTON**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington ("Contractor").

Article 1. Scope of Services Contractor shall provide repairs, adjustments, and/or replace heating, ventilation, cooling components and plumbing at the Twin Lakes Recreation Center (TLRC) ("Services") at an hourly rate of Ninety Eight Dollars (\$98.00), with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday -Friday 7:00am to 5:00pm and for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Forty Seven Dollars (\$147.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, emergencies, calls between 12:00am to 6:59am and holidays, may be billed at an emergency hourly rate of One Hundred Ninety Six (\$196.00) with a minimum of one (1) hour charge, plus materials

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Daren Eads, Sports Facility Coordinator as the Department's Project Manager. 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 Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Commercial Service of Bloomington, 4710 West Vernal Pike, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

COMMERCIAL SERVICE OF BLOOMINGTON

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2022.

..... Contractor

By: _____

STATE OF _____)
COUNTY OF _____) SS:

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.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

GOOLDY & SONS, INC

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gooldy & Sons, INC ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities (Services) at an hourly rate of Ninety Dollars (\$90.00), plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Thirty Five Dollars (\$135.00), plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred Thirty Five Dollars (\$135.00), plus materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; and Dee Tuttle for Frank Southern Center and Pools; Aaron Craig for Cascades Golf Course, as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; and Dee Tuttle for Frank Southern Center and Pools, Aaron Craig for Cascades Golf Course, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed.

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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Gooldy & Sons, INC, 926 West 17th Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

GOOLDY & SONS, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

GOOLDY & SONS, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HAWKINS-BAILEY WAREHOUSE

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Hawkins-Bailey Warehouse ("Contractor").

Article 1. Scope of Services Contractor shall perform custodial equipment repair services at City park properties and facilities. Specific scopes of work will be quoted individually and approved by the Department in writing before work commences. 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 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, 2023, 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 Daren Eads as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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.

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

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Hawkins-Bailey Warehouse, 1101 12th Street, Bedford, IN 47421. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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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

HAWKINS-BAILEY WAREHOUSE

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director

Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

HAWKINS-BAILEY WAREHOUSE

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

KOORSEN ENVIRONMENTAL SERVICES

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Environmental Services ("Contractor").

Article 1. Scope of Services Contractor shall provide kitchen exhaust hood inspections and cleaning ("Services") at City park properties and facilities at an hourly rate of Forty-Five Dollars (\$45.00). 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, 2023, 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 Daren Eads as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Koorsen Environmental Services, 1131 Atr Drive, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

KOORSEN ENVIRONMENTAL SERVICES

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
 COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
 Dated this _____ day of _____, 2022.

KOORSEN ENVIRONAMENTAL

By: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KOORSEN FIRE AND SECURITY**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Fire and Security ("Contractor").

Article 1. Scope of Services Contractor will install, repair, service and monitor fire and security alarms, and fire suppression services and components at City park properties and facilities (Services) at an hourly rate of Ninety Five Dollars (\$95.00) plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred and Sixty Six Dollars (\$166.00), with a minimum of two (2) hours. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred and Sixty Six Dollars (\$166), plus supplies.

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, 2023, 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 the following staff members as the Department's Project Manager: Daren Eads for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex and Olcott Park; Dee Tuttle for Frank Southern Ice Arena and Pools. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: : Daren Eads for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex and Olcott Park; Dee Tuttle for Frank Southern Ice Arena and Pools, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as scheduled by each facility manager. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Koorsen Fire and Security, 1131 Air Drive, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

KOORSEN FIRE AND SECURITY

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

KOORSEN FIRE & SECURITY

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

ORACLE ELEVATOR HOLDCO, INC

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Oracle Elevator HOLDCO, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide service and adjust elevators at City park facilities (Services) four (4) times per year at Nine Hundred and Nine Dollars (\$909.00) annually at the Twin Lakes Recreation Center and One Thousand Two Hundred and Forty Five Dollars (\$1,245.00) at the Banneker Community Center; and for repairs at an hourly rate of Three Hundred and Fourteen Dollars and Forty-Eight Cents (\$314.48) plus materials for One (1) Tech; hourly rate of Four Hundred and Fifty-Three Dollars and Seven Cents (\$453.07) for a Team. Consultant shall provide the Services for a set price per hour Monday –Friday 7:30am to 4:00pm and all other times for an afterhours hourly rate of Four Hundred and Seventy-One Dollars and Nineteen Cents (\$471.19) for One (1) Tech; afterhours hourly rate of Six Hundred and Seventy-Nine Dollars and Sixty-One Cents (\$679.61) for Team, plus supplies and mileage. Parks Department would give Contractor at least two (2) working days' notice on repair. 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, 2023, 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 Daren Eads for the TLRC and Kevin Terrell for Banneker Community Center as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for the TLRC and Kevin Terrell for Banneker Community City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed during normal hours of operation.

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. The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Oracle Elevator HOLDCO, INC, 5534 West Raymond Street, Indianapolis, IN 46241. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

ORACLE ELEVATOR HOLDCO, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2022.

ORACLE ELEVATOR HOLDCO, INC

By: _____

STATE OF _____)
COUNTY OF _____) SS:

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's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

PHOTIZO, LLC (dba FISH WINDOW CLEANING)

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Photizo, LLC dba Fish Window Cleaning ("Contractor").

Article 1. Scope of Services Contractor shall provide repair and maintenance services at City park properties and facilities at an hourly rate of Fifty-Five Dollars (\$55.00), plus materials, regardless of the day or time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Olcott Park and Winslow Sports Complex; as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Olcott Park and Winslow Sports Complex, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Fish Window Cleaning, PO Box 78885, Bloomington, IN 47407. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Photzo, LLC (dba Fish Window Cleaning)

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President

Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

PHOTIZO, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PLYMATE, INC**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Plymate, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide the cleaning of floor mats at Frank Southern Ice Arena (FSC), Switchyard Park (SYP) and Twin Lakes Recreation Center (TLRC) ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Daren Eads – TLRC and Dee Tuttle – FSC, as the Department's Project Manager. 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 Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC and Dee Tuttle for FSC, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as scheduled with each facility manager. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Plymate, Inc, 819 Elston Drive, Shelbyville, IN 46176. 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.

CITY OF BLOOMINGTON

PLYMATE, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
TERMINIX, INC**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Terminix, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide pest management ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Daren Eads for TLRC and Dee Tuttle for Frank Southern Ice Arena and Pools, as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Dee Tuttle for Frank Southern Ice Arena and Pools, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform service as need during normal hours of operation.

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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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.

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Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Terminix, INC, 1456 South Liberty Drive, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

TERMINIX, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
THE MOTZ GROUP

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Motz Group ("Contractor").

Article 1. Scope of Services Contractor shall provide repair, service, test, and/or disinfect, the indoor turf and rubberized track surfaces at City park properties and facilities ("Services"). Contractor shall provide the Services for a set price of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00) for turf maintenance, Seven Hundred and Fifty (\$750.00) for Disinfectant application, Seven Hundred and Fifty Dollars (\$750.00) for GMAX testing and Twenty-Five Dollars (\$25.00) per lineal foot for repairs while on site.

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, 2023, 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 Daren Eads as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47402. Contractor: The Motz Group, 3607 Church St. Cincinnati, OH 45244. 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.

CITY OF BLOOMINGTON

THE MOTZ GROUP

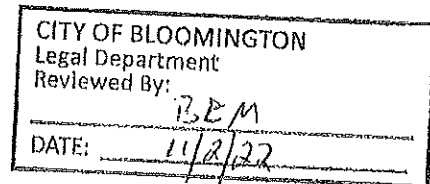
Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department



Kathleen Mills, President
Board of Park Commissioners

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

WOODS ELECTRICAL CONTRACTOR'S, INC.

This Agreement, entered into on this _____ day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor's, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of Seventy-five Dollars (\$75) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours price of One Hundred and Ten Dollars (\$110). Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate of One Hundred and Ten Dollars (\$110). Types of lighting components are interior and exterior lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50) per day.

The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action.

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, 2023, 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 Daren Eads, Sports Facility Coordinator as the Department's Project Manager. 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 Four Thousand Nine Hundred Dollars (\$4,900). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, Sports Facility Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability

claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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.

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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.

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Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington, Attn: Daren Eads, Project Manager, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Woods Electric, 4180 N. Starnes Road, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

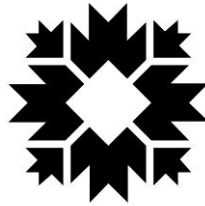
Kathleen Mills, President
Board of Park Commissioners

WOODS ELECTRICAL CONTRACTORS, INC.

Roger Woods, President

Print Name and Title

CITY OF BLOOMINGTON	
Legal Department	
Reviewed By: <u> JEA </u>	
DATE:	<u> 12/2/22 </u>



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-8
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: November 15, 2022
SUBJECT: SERVICE CONTRACT WITH BIG BOUNCE FUN HOUSE RENTALS

Recommendation

Staff recommends approval of the service contract with Big Bounce Fun House Rentals for the rental of an inflatable snowman and snow. The 3 foot inflatable snowman shoots realistic snow 15-20 feet into the air. The contract is not to exceed \$2500 and will be paid out of account 200-18-186500-53990. The original contract included additional rental items that have since been decided against.

Background

The 20th Annual Holiday Market will take place on Saturday, November 26th from 10:00 AM to 3:00 PM on the Showers Plaza and adjacent parking lot. The Market includes live entertainment, art vendors, farm and food and beverage vendors, as well as a visit with St. Nick and a Hot Chocolate Bar. We have contracted with Big Bounce Fun House Rentals for many years and pleased with their inventory as well as their customer service and staffing. We believe the Winterland Snowman will be a great addition to this year's Holiday Market.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager

2021-January

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BIG BOUNCE FUN HOUSE RENTALS

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Big Bounce Fun House Rentals ("Contractor").

Article 1. Scope of Services Contractor shall provide rental of inflatable snowman and one reindeer with keeper ("Services"). Fee will not exceed \$2500. 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 Saturday, November 26, 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 Leslie Brinson as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Hundred Dollars (\$2500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, Community Events Manager, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Big Bounce Fun House will deliver the ordered items on Saturday, November 26, 2022 before 10:00 am.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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.

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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.

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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, Attn: Leslie Brinson 401 N. Morton, Bloomington, IN 47402. Contractor: Big Bounce Fun House Rentals_. 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.

CITY OF BLOOMINGTON

BIG BOUNCE FUN HOUSE RENTALS

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
 COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2022.

Big Bounce Fun House Rentals

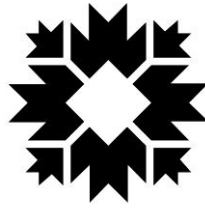
By: _____

STATE OF _____)
COUNTY OF _____) SS:

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.

_____, My Commission Expires: _____
Notary Public's Signature

_____, County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-9
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: November 15, 2022
SUBJECT: PARTNERSHIP AGREEMENT PROGRAM PARTNERSHIP WITH
BLOOMINGTON COMMUNITY ORCHARD, CO.

Recommendation

Staff recommends approval of the partnership agreement with the Bloomington Community Orchard for continued use of City Parks and Recreation property and cooperative program partnership through 2024.

Background

Bloomington Community Orchard has been operating on the Winslow Woods property with cooperative programs with the City of Bloomington Parks and Recreation. This partnership will continue this successful cooperation between Parks and the Community Orchard by allowing continued usage of this property for the orchard and its educational programming. The Bloomington Community Orchard's use of this property gives greater access to the Bloomington community to fresh fruits and knowledge on how to cultivate these plants.

RESPECTFULLY SUBMITTED,

Haskell Smith, Urban Forester

PARTNERSHIP AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND BLOOMINGTON COMMUNITY ORCHARD, CO.

This agreement is made and entered into this _____ day of _____ 2022, by and between the Bloomington Parks and Recreation Department, (“BPRD”) and, Bloomington Community Orchard, Co (“BCO”).

WHEREAS, Bloomington Community Orchard, Co. desires to cooperate in the maintenance, development, and operation of a community orchard, herein known as the “Orchard”, at 2120 S Highland Avenue in Winslow Woods Park; and

WHEREAS, the Bloomington Community Orchard, Co. is qualified to perform such services with BPRD; and

WHEREAS, BPRD is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the Parties do mutually agree as follows:

- 1. Purpose of the Agreement.** The purpose of this Agreement is to outline a program partnership to manage the Orchard as a community orchard at Winslow Woods Park that will provide fruit-growing and sharing experiences for community members, produce food to be distributed to community members, and provide a venue for free educational classes. The Orchard is a publicly-owned, volunteer-maintained fruit growing public space. The Orchard comprises an area approximately one acre in size, located south of the Willie Streeter Community Gardens and the playground in Winslow Woods Park.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until December 31, 2024, unless terminated in accordance with paragraph seven (7). The parties may agree in writing to renew or extend the term of the Agreement.
- 3. Bloomington Parks and Recreation Department.**

The goal of BPRD is to assist with the development and maintenance of the Orchard in cooperation with Bloomington Community Orchard, Co.

BPRD may agree to coordinate and assist Bloomington Community Orchard, Co. with certain purchases made by BCO for the Orchard, provided that all such purchases must be agreed upon by BPRD in advance of the purchase. This section in no way obligates BPRD for any financial commitment in connection with any purchases for the Orchard on behalf of BCO.

BPRD agrees to provide the site for the Orchard, including the fenced-in orchard; the compost area at the south-western boundary of the fenced orchard (“Compost Area”); and paths connecting the fenced-in orchard and the Compost Area.

BPRD will assist with mulch acquisition and delivery of materials to the site when as agreed upon by both parties.

BPRD agrees to mow the grass outside the fenced area of the Orchard.

BPRD agrees to promote the Orchard in its Program Guide, the City of Bloomington Volunteer Network list-serve, and other appropriate venues. BPRD will promote the BCO free classes on Orchard Management and other topics in the Parks Program Guide, through the Community Gardening Program (CGP) Gardening Classes flier and other CGP promotional channels, such as BPRD and CGP social media pages. BPRD will create a promotional flier for CGP and Orchard classes for each Program Guide season and provide the Orchard with copies or the means to create copies of the same.

BPRD agrees to provide one staff person to participate in meetings related to this Agreement.

4. Bloomington Community Orchard.

The goal of BCO is to enrich communities through growing and sharing fruit.

BCO agrees to oversee and maintain the Orchard and its site, including the Compost Area and the paths between the fenced area and the Compost Area. BCO agrees to maintain a BPRD-approved storage shed. BCO agrees to maintain an aesthetically-pleasing and sustainable design for the Orchard, maintain Orchard plantings, and assist with educational programs on-site and in other community locations.

BCO agrees to plan for distribution of the fruit harvested from the Orchard.

The BCO will offer free classes on orchard management and pay the instructors for these classes directly. The BCO will compensate BPRD \$100 for advertising the Orchard in the Program Guide per Program Guide season. Payments will be submitted after each Program Guide and due within thirty (30) days of the beginning of the Program Guide season (January 1, April, 1, and September 1).

BCO will share with the CGP any tracked data about the about the number of participants and evaluations from participants in the free classes.

BCO agrees to enlist, educate, and manage volunteers who will maintain and develop the Orchard and its site.

BCO agrees to maintain financial records related to the Orchard.

BCO will be responsible for removal of the shed at the Orchard within one month termination or expiration of this Agreement. If BCO does not remove the shed in a timely manner upon termination or expiration of this Agreement, the shed and its contents shall become property of BPRD.

BCO agrees to provide one BCO board members to participate in meetings related to this Agreement.

5. **Rules and Regulations.** The intent of this agreement is to document a mutually-beneficial partnership between BPRD and BCO.

The staff and personnel involved will at all times represent both parties in this agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.

The commitment of personal, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.

Municipal code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside City of Bloomington facilities, and the consumption of alcoholic beverages on City of Bloomington property.

6. **Indemnification.** The BCO hereby agrees to indemnify, defend, and hold harmless BPRD against any and all liability in connection with the BCO's activities related to this partnership agreement and/or the BCO's operation of the Orchard, including the activities of its successors, agents, employee, contractors, or assigns, including, but not limited to, liability for bodily injury and/or damage to the property of any person, even if caused by negligence of releasee.
7. **Insurance.** The BCO will furnish the City of Bloomington with a certificate of insurance upon execution of this Agreement. The BCO shall maintain comprehensive commercial general liability insurance. Coverage shall be in the amount of one million dollars (\$1,000,000) for any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington as an additional insured party, and the BCO shall provide the City of Bloomington with a certificate of insurance prior to the commencement of operations under this Agreement. The BCO and its insurer shall notify the City of Bloomington within ten (10) days of any cancellation to the aforementioned insurance.
8. **Termination.** The parties may terminate this Agreement prior to December 31, 2024 by mutual written agreement. In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.
9. **Notice and Agreement Representatives.**

Notice regarding any significant concerns and/or breaches of this Agreement shall be given to:

Bloomington Community Orchard, Co.
Josh David
812-360-8116
governance@bloomingtoncommunityorchard.org

Bloomington Parks and Recreation:
Haskell Smith, Urban Forester
812-349-3716
smithh@bloomington.in.gov

Representatives for the day-to-day operations and implementation of this Agreement shall be:

Bloomington Community Orchard, Co.
Josh David
1308 S. Palmer Ave.
Bloomington, IN 47401

Bloomington Parks and Recreation:
Haskell Smith, Urban Forester
401 N Morton Ave., Suite 250
Bloomington, IN 47403

812-360-8116
operations@bloomingtoncommunityorchard.org

812-349-3716
smithh@bloomington.in.gov

10. **Termination.** This contract may only be terminated in writing and by the mutual agreement of all parties to this Contractual Agreement.

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

City of Bloomington

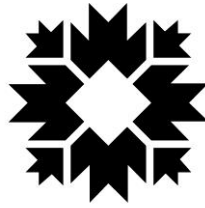
Bloomington Community Orchard, Co.

Paula McDevitt, Director
Bloomington Parks and Recreation

Josh David, Board Chair

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-10

Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 15, 2022
SUBJECT: REVIEW/APPROVAL OF THIRTEEN (13) SERVICE AGREEMENTS WITH MULTIPLE VENDORS FOR 2023

Recommendation

Staff recommends review/approval of Thirteen (13) Service Agreements for the Operations and Sports Divisions and Switchyard Park. The service agreements are with the following vendors:

1. **Baker Stone Work** – repairs and tuck point work on interior and perimeter walls at Rose Hill Cemetery - \$500
2. **Bledsoe Riggert Cooper & James, Inc.** – land boundary surveys, construction layout and civil engineering - \$4,999
3. **Bruce Home Improvement, Inc.** – repairs, adjustments & replacements to overhead doors - \$2,000
4. **Bruce's Welding** – general fabrication and welding repairs - \$800
5. **Cassady Electrical Contractors Inc.** – general repairs/adjustments and/or replacement of lighting and electrical components - \$4,999
6. **Core Restoration, LLC** – encampment and other commercial clean-up services - \$4,999
7. **Harrell Fish, Inc.** – general repairs/adjustments to HVAC systems - \$4,999
8. **Indiana Door & Hardware Specialties, Inc.** – general repairs/adjustments and/or replacement of door and window systems - \$4,000
9. **J & S Locksmith Shop, Inc.** – general repairs/adjustments to door locks and key cores - \$800
10. **Monument Lettering Service** – monument lettering services twice a year at the Rose Hill Scatter Garden - \$2,750
11. **Plymate, Inc.** – floor mat cleaning services - \$600

12. **Pursell Monument** – headstone resetting, resealing and straightening - \$5,000
13. **Woodland Enterprises, LLC (Roto Rooter)** – snaking and cleaning of drains - \$4,000

These services will be provided to the City on an as-needed basis and will be funded through multiple 300 Service Lines from the Operations Division general fund and multiple 300 Service Lines from the Sports Division general fund and non-reverting budgets and Switchyard Park.

Background

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. “Public Work” means any service done on city property that is paid for out of a public fund. The manual outlines that if the public work is estimated to cost less than \$150,000 and involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BAKER STONE WORK

This Agreement, entered into on this ____ day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Baker Stone Work ("Contractor").

Article 1. Scope of Services Contractor shall provide stone restoration and tuck point work on an as-needed basis throughout the year. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Charley Nelson, Baker Stone Work. 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.

CITY OF BLOOMINGTON

BAKER STONE WORK

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLEDSOE RIGGERT COOPER & JAMES**

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bledsoe Riggert Cooper & James ("Contractor").

Article 1. Scope of Services Contractor shall provide services for land boundary surveys, construction layout and civil engineering on an as-needed basis throughout the year. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Barb Dunbar as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Bledsoe Riggert Cooper & James. 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.

CITY OF BLOOMINGTON

BLEDSON RIGGERT COOPER & JAMES

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

Bledsoe Riggert Cooper & James
Marty James, Vice President

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BRUCE HOME IMPROVEMENTS, INC.**

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce Home Improvements, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust and/or replace overhead door components at City parks properties and facilities on an as needed basis, at an hourly rate of one hundred thirty (\$130) and when a second person is required the rate will be one hundred ninety (\$190). The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action. 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, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. 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 Two Thousand Dollars (\$2,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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;

e) 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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Bruce Home Improvements, Inc. 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.

CITY OF BLOOMINGTON

BRUCE HOME IMPROVEMENTS, INC

Beth Cate, Corporation Counsel

James Bruce, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

**Bruce Home Improvements, Inc.
James Bruce, President**

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BRUCE'S WELDING

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce's Welding ("Contractor").

Article 1. Scope of Services Contractor will perform welding repairs to equipment at City park properties and facilities on an as needed basis. Provision of services will be at an hourly rate of Fifty Dollars (\$50) when equipment is brought to Contractor's shop and an hourly rate of One Hundred Dollars (\$100) when the contractor must travel to site where equipment is located. In the event the Contractor travels to site where equipment is located, there will be a minimum charge of Two Hundred Ninety-Five Dollars (\$295). Contractor shall charge the same rate for afterhours services. The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action.

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, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Hundred Dollars (\$800). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Bruce's Welding. 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.

CITY OF BLOOMINGTON

BRUCE'S WELDING

Beth Cate, Corporation Counsel

Jake Glasgow, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

CASSADY ELECTRICAL CONTRACTOR'S, INC.

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassidy Electrical Contractor's, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of ninety-five (\$95) for a one-person job and one hundred ninety (\$190) for a two-person job, plus materials. For service on Saturday the hourly rate shall be one hundred forty-two dollars and fifty cents (\$142.50) for a one-person job and plus any additional cost for parts and materials and on Sunday one hundred ninety (\$190) for a one-person job plus any additional cost for parts and materials. The Parks Dept will give Contractor at least two (2) days' notice on normal repairs. Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50) per day.

The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action.

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, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. 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 Four Thousand Nine Hundred and Ninety-nine Dollars (\$4,999). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against

liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Cassidy Electrical Contractors, Inc. 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.

CITY OF BLOOMINGTON

CASSADY ELECTRICAL CONTRACTORS, INC.

Beth Cate, Corporation Counsel

Mac Cassady, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2022.

Cassady Electrical Contractors, Inc.
Mae Cassady, Owner

By: _____

STATE OF _____)
COUNTY OF _____) SS:

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's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CORE RESTORATION, LLC

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Core Restoration, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide commercial clean-up services for the Department on an as needed basis. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Core Restoration, LLC. 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.

CITY OF BLOOMINGTON

CORE RESTORATION, LLC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARRELL FISH, INC (H.F.I.)**

This Agreement, entered into on this 15TH day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish, Inc. ("Contractor").

Article 1. Scope of Services Contractor will provide services, on an as needed basis, at an hourly rate of \$90, plus materials. Contractor will repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 3:30pm and all other times for an afterhours hourly rate of \$105, plus any additional cost for parts and materials. Contractor will inspect back flow prevention devices at a rate of \$125 per device. Parks Department would give contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of \$105. Holiday Call-out/Double Time hourly rate will be \$140.

Types of HVAC components are: blower motors, thermostats, gas valves, filters and control boards.

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, 2023, 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 Barb Dunbar as the Department's Project Manager. 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 Four thousand Nine Hundred & Ninety-nine Dollars (\$4,999). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Harrell Fish, Inc.. 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.

CITY OF BLOOMINGTON

HARRELL FISH, INC

Beth Cate, Corporation Counsel

Steve Dawson, President & CEO

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

INDIANA DOOR & HARDWARE SPECIALTIES, INC.

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Indiana Door & Hardware Specialties, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace doors at City park properties and facilities, on an as needed basis, at an hourly rate of Ninety dollars (\$90.00) for the first hour and Seventy Five Dollars (\$75.00) for each additional hour with a minimum of one (1) hours charge, plus materials. Contractor shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an after hours rate of One Hundred and Five Dollars (\$105.00) with a minimum of (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred and Five Dollars (\$105.00) with a minimum on one (1) hour charge, plus materials.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Indiana Door & Hardware Specialties, Inc. 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.

CITY OF BLOOMINGTON

INDIANA DOOR & HARDWARE SPECIALTIES, INC

Beth Cate, Corporation Counsel

Paul A. Baker, Secretary

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

J & S LOCKSMITH SHOP, INC.

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and J & S Locksmith Shop, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace door locks at City park properties and facilities on an as needed basis. All service calls will be charged a Trip Charge of Fifty Dollars (\$50.00) for in town service. Any location outside Bloomington will incur an extra \$1.50 per mile. An hourly rate of Seventy-Five Dollars/hr (\$75.00) will apply when the service call requires more than one hour of labor. Contractor shall provide the Services: for a set price per hour Monday-Saturday 8:00am to 5:30pm. Parks Department would give Contractor at least two (2) working days' notice on normal repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of one and one-half times the regular rate plus the Trip Charge of Fifty Dollars (\$50.00), plus parts and materials. Locksmith labor for electronics and safes will be at an hourly rate of One Hundred Dollars (\$100). Service work of this type will more times than not be of an emergency nature and will require immediate action from the service provider. Types of lock components are: key, lock cores, deadbolts and door locks.

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, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed eight hundred dollars (\$800). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability

claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: J & S Locksmith Shop, Inc. 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.

CITY OF BLOOMINGTON

J & S LOCKSMITH SHOP, INC

Beth Cate, Corporation Counsel

Scott Roberts, Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MONUMENT LETTERING SERVICE**

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monument Lettering Service ("Contractor").

Article 1. Scope of Services Contractor will perform monument lettering services at a rate of two hundred seventy-five dollars (\$275) per two line message, for the Rose Hill Scatter Garden. Orders will be submitted semi-annually to Contractor ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. 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 Two Thousand Seven Hundred and Fifty Dollars (\$2,750). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Monument Lettering Service. 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.

CITY OF BLOOMINGTON

MONUMENT LETTERING SERVICE

Beth Cate, Corporation Counsel

Mike Gilbert, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PLYMATE, INC**

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Plymate, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide the cleaning of (3) floor mats for the Operations Center (OPS) at a rate of Forty Dollars and Eighty-three cents (\$40.83) every four weeks. 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, 2023, 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 Barb Dunbar, Operations Coordinator, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Six hundred Dollars (\$600). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as scheduled with the Contractor. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. Contractor: Plytmate, Inc, 819 Elston Drive, Shelbyville, IN 46176. 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.

CITY OF BLOOMINGTON

PLYMATE, INC

Beth Cate, Corporation Counsel

Name and Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PURSELL MONUMENT

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Pursell Monument ("Contractor").

Article 1. Scope of Services Contractor will straighten, reseal, and reset damaged headstones for the Department on an as needed basis. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Pursell Monument. 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.

CITY OF BLOOMINGTON

PURSELL MONUMENT

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

Pursell Monument
Ronnie Pursell, Owner

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

WOODLAND ENTERPRISES, LLC (Roto Rooter)

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woodland Enterprises, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide services for snaking of drains at Three Hundred and Seventy-two Dollars (\$372) and jet cleaning of drains at Five Hundred and Nineteen Dollars (\$519) for the Department on an as needed basis. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, 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 coordinate with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. 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 Four Thousand Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Woodland Enterprises, LLC. 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.

CITY OF BLOOMINGTON

WOODLAND ENTERPRISES, LLC

Beth Cate, Corporation Counsel

Debbie Farmer, Accounts Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2022.

Woodland Enterprises, LLC
Debbie Farmer, Accounts Manager

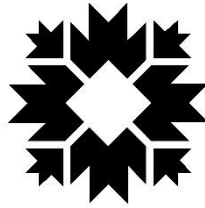
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-11
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: November 15, 2022
SUBJECT: CONTRACT WITH VET ENVIRONMENTAL ENGINEERING FOR SWITCHYARD MAINTENANCE BUILDING INDOOR AIR QUALITY TESTING

Recommendation

Staff recommends approval of a contract with VET Environmental Engineering for indoor air quality testing at the Switchyard Park Maintenance Building.

The amount is not to exceed \$3,571.10 and will be funded from 200-18-189000-53990.

Background

This contract with VET Environmental Engineering will authorize indoor air quality testing at the Switchyard Park maintenance building to test for various environmental irritants and VOCs, including mold.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
VET ENVIRONMENTAL ENGINEERING, LLC
FOR
AIR QUALITY TESTING AT SWITCHYARD PARK MAINTENANCE BUILDING**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and VET Environmental Engineering, LLC ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to conduct indoor air quality testing at the Switchyard Park maintenance building; and

WHEREAS, the Department requires the services of a professional Contractor in order to provide the specific testing needed; and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. 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 March 31, 2023 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 Tim Street as the Department's Project Manager. 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"). 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 expeditiously as is 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 three thousand five hundred seventy two dollars and ten cents (\$3,572.10). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomingtonw
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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 schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Mader Design of any such termination and the reasons therefor in writing.

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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. 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 12. 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 13. Indemnification

Contractor shall indemnify, and hold harmless the City of Bloomington, the Department, and the officers and employees of the City and the Department from damages, costs, expenses or other liability to the extent resulting from the reckless or negligent performance of Contractor's professional services, 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 14. 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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees of each shall be included as additional insureds under the General Liability and Automobile 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. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. 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 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the 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 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 20. Governing Law and Venue

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

Article 21. 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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. 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 23. 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 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:

Contractor:

City of Bloomington	VET Environmental Engineering
Tim Street	Rene Lloyd
401 N. Morton, Suite 250	2335 West Fountain Dr
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

VET ENVIRONMENTAL ENGINEERING

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Name and Title

Kathleen Mills, President,

Board of Park Commissioners

EXHIBIT A

"Scope of Work"



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404
Phone: (812) 822-0400 Fax: (812) 650-3892
Email: info@vet-env.com

September 6, 2022

Mr. Tim Street
Operations and Development Division Director
City of Bloomington Parks & Recreation Department
401 North Morton Street, Suite 250
Bloomington, Indiana 47404

Dear Mr. Street:

RE: Proposal for Environmental Consulting Services

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of Tim Street, of the City of Bloomington Parks & Recreation Department (Client). We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET will perform an indoor air assessment to include mold indoor air and surface sampling, and volatile organic compounds (VOCs) indoor air sampling at the Switchyard Park Maintenance Building at 1601 South Rogers Street, Bloomington, Indiana (Building). The sampling event will be conducted for the purpose of assessing the second-floor office space in the Building for potential indoor air contamination prior to occupancy of the space by Parks & Recreation Department employees.

VET performed an initial Building inspection on September 2, 2022. The second-floor office space in the Building is poorly ventilated, and suspected mold growth was observed on multiple heating, ventilation, and air conditioning (HVAC) vents. The second-floor office space is served by a separate HVAC system than the remainder of the Building. Based on the observed conditions, VET recommends mold indoor air and mold surface sampling in the second-floor office space.

The Building was historically used as a print shop, which may have contributed to VOC contamination in indoor air. The first floor of the Building is a maintenance warehouse used for storage of gas-powered equipment and other potential sources of VOC contamination. As such, if the second-floor office space is to be occupied for significant periods of time, VET recommends performing VOC sampling of the indoor air to determine if historic or present uses of the Building may contribute to VOC contamination in indoor air in the second-floor office space in exceedance of applicable Indiana Department of Environmental Management (IDEM) screening levels.

"Compliance that makes sense."

During the sampling event, VET will ensure that entryways to the second-floor office space are closed or sealed as needed to prevent ambient air from the well ventilated, garage-style warehouse space from biasing the mold and VOC sampling.

Tasks to be performed for Client:

Mold Indoor Air and Surface Sampling

VET will perform a mold indoor air and surface sampling event in the second-floor office space of the Building. VET will collect indoor air (IA) mold samples in the conference room and in the offices surrounding the conference room. VET estimates that four mold indoor air samples will be collected. VET will collect one ambient air (AA) sample outside and upwind of the Building. Identified mold concentrations in indoor air will be classified as "acceptable," "slightly elevated," or "elevated" in comparison to ambient air based on laboratory analytical results. VET will document areas where suspected mold growth is observed and collect surface samples as warranted. VET estimates that five surface samples may be collected. Mold samples will be analyzed by EMSL Analytical, Inc. (EMSL).

VOC Indoor Air Sampling

VET will collect two IA samples, and one AA sample outside and upwind of the Building to determine the presence or absence of volatile organic compounds (VOCs). The IA and AA samples will be collected as needed in order to achieve representative results. VOC samples will be analyzed by EnviroAir Laboratories utilizing United States Environmental Protection Agency (USEPA) Method TO-15 and Level 4 Quality Assurance/Quality Control (QA/QC) protocol. Based on the Building's current use for storage of gas-powered equipment and other potential VOC sources, VET will complete an Indoor Air Survey for the entire Building to assist in determining the source of any VOCs detected by the sampling event.

Environmental consulting work will be billed on a time and materials basis not to exceed \$3,572.10. An itemized cost estimate is attached to this proposal. Please note that any work completed by VET at the request of the Client that does not fall within the referenced scope will be billed according to VET's 2022 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

"Compliance that makes sense."

VET Standard Rates 2022

Principal Engineer	\$135/hour
Registered Professional Engineer	\$120/hour
Operations Manager	\$103/hour
Senior Project Manager	\$97/hour
Licensed Professional Geologist	\$96/hour
Project Manager	\$91/hour
Senior Environmental Scientist	\$91/hour
Graduate Engineer	\$91/hour
Graduate Geologist	\$86/hour
Staff Project	\$86/hour
Environmental Scientist	\$76/hour
Ecologist	\$76/hour
Senior Environmental Technician	\$76/hour
Environmental Technician	\$66/hour
GIS Analyst	\$66/hour
Clerical	\$55/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

VET will provide the Client with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign below and return it to: rene@vet-env.com.

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM
President, VET

"Compliance that makes sense."

EXHIBIT B

“Project Schedule”

The project and associated construction administration is to be completed no later than March 31, 2023.

**EXHIBIT C
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

VET Environmental Engineering, LLC

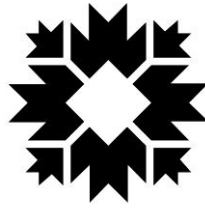
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-1
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: November 1, 2022
SUBJECT: BRAVO AWARD – SUSIE SULLIVAN

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Susie Sullivan with the November Bravo Award.

Background

Susie has been a long-time volunteer at Leonard Springs Nature Days, specializing in the Wetland Station. In her role as a station facilitator, Susie teaches 6th grade students from MCCSC schools about the wetland ecosystem present at Leonard Springs, including the wildlife, formation, and environmental benefits that it provides.

Susie has been present at 6 out of 7 nature days this fall, and has volunteered consistently with the program since 2019. She is one of our most dedicated station facilitators and is someone that Rebecca and myself know that we can count on week after week. Multiple students, parents, and teachers commented on the value of the program and how impressed they were with the knowledge and kindness of our volunteers this fall.

We truly could not hold Leonard Springs Nature Days without our volunteers. Susie's contributions to the program are incredibly appreciated by myself, Rebecca, and the department as a whole.

RESPECTFULLY SUBMITTED,

Emily Buuck, Community Relations Coordinator

2021-January



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-1
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Kim Clapp, Office Manager
DATE: November 15, 2022
SUBJECT: 2023 PRICE SCHEDULE

Recommendation

Staff request the Board of Park Commissioners review and approve the 2023 Price Schedule.

Background

The following is an Executive Summary of the proposed changes:

Page 1 Administrative Services – Equipment Rental, Adult Programs, and Inclusive Recreation
No changes

Page 2 Adult Sports – League Registrations, Tournaments, Tennis
Changes include:
Under Adult Softball League – Team Registration

- Decreased Spring from \$720 to \$675
- Decreased Fall from \$720 to \$675

Page 3 Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions
Changes include:
Under Field Rental Players Fees

- Olcott Park practice –either field increased Partner Fees from 22.00 to 25.00 and Non-partner Fees from 24.00 to 25.00
- Removed Olcott Park practice with lights either field

- Olcott park requested lining increased from 300.00 flat fee to a fee range of 300.00 – 600.00

Page 4 Aquatics – Bryan Pool/Mills Pool – Admissions

Changes include:

Under Bryan Park and Mills Pool

- General Admission (3 yrs. and under free) increased from \$5.00 to \$6.00
- Individual Season Pass increased from \$65.00 to \$70.00
- Economy 20 Punch Pass increased from \$85 to \$90

Page 5 Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, and Special

Changes include:

Under Program/Classes Special Events

- Group swimming lessons increased In City Fees from \$60 to \$65 and Out of City Fees from \$70 to \$75.
- Removed AquaFit

Under Rentals

- Bryan Pool private rental entire facility increased from \$325/hr. to \$350/hr.
- Bryan Pool private rental main pool only increased from \$275/hr. to \$300/hr.
- Mills Pool private rental entire facility increased from \$200/hr. to \$225/hr.
- Mills Pool – Open Swim Day Rental Half Day Rental increased from \$750 to \$775. Open to public for general admission.
- Mills Pool – Open Swim Day Rental Full Day Rental increased from \$1200 to \$1250. Open to public for general admission.

Page 6 Banneker Center – Facility Rentals, Programs, Classes, Special Events

No changes

Page 7 Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment

Changes include:

- Added Scatter Garden – Scattering of Cremains Only \$300
- Added Scatter Garden – Scattering of Cremains & Memorial Engraving \$575
- Lot sales, interment/disinterment and inurnment/disinurnment increased \$50
- Arrival after 2pm increased \$25

Page 8 Community Events – April and November Farmers’ Market

No changes

Page 9 Community Events – Saturday Farmers’ Market May thru October, Weekday Farmers’ Market

Changes include:

Under Weekday Farmers’ Market Reserved Spaces

- Number of days decreased from 17 to 16
- Space decreased from \$204 (\$12/day) to \$192 (\$12/day)
- Senior or youth space decreased from \$170 (\$10/day) to \$160 (\$10/day)

Under Miscellaneous

- Prepared Food Vendors/Food Trucks/Pushcarts decreased from “7.0% gross proceeds” to “6.5% gross proceeds”

Page 10

Community Events – Gardens, Stage Rental, Programs, Classes, Special Events, A Fair of the Arts

Changes include:

Under Gardens

- Plot rentals increased \$5

Under Stage Rental Waldron, Hill, Buskirk Park

- Category I without lights, Category I with theatrical lights and Category II without lights increased \$15
- Category II with theatrical lights increased \$14, from \$156 to \$170
- Rehearsal Fee increased from \$25 to \$30

Under A Fair of the Arts

- Application Fee increased from \$15 to \$20
- Changed booth space fee range from range of \$45-\$60 to flat rate of \$55

Under Holiday Market Arts Fair

- Booth Space – Outdoor 10x10’ increased from \$55 to \$60

Page 11

Community Events – Mobile Stage Rental, Other Rental

Changes include:

Under Mobile Stage Rental

- Without lights – Category I increased from \$750/day to 775/day

Under Other Rental

- Changed wording from “Stage Platforms” to “Stage Platform/Extenders
- 7 platforms increased from \$365/day to \$375/day
- Single platform increased from \$60/day to \$70/day
- Removed risers
- Removed stairs

Page 12

Frank Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events

Changes include:

Under User Fees/Facility Rental

- Rink Rental per hour increase from \$230/hr. to \$240/hr.

Page 13

Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events

Changes include:

Under Green Fees/Season Passes/Other

- Green fees increased from \$22 to \$24
- Green Fees – 9 holes increased from \$15 to \$16

- Twilight green fees increased from \$20 to \$22
- League play green fees increased from \$13 to \$16
- Adult season pass increased In City from \$550 to \$600 Out of City from \$590 to \$650
- Spouse season pass increased In City from \$220 to \$250 Out of City from \$250 to \$275
- Family season pass increased In City from \$800 to \$900 Out of City from \$900 to \$1,000
- Senior (age 62+) season pass increased In City from \$500 to \$550 Out of City from \$540 to \$590
- Senior Spouse (age 62+) season pass increased In City from \$220 to \$250 Out of City from \$250 to \$275
- Junior season pass (18 and under) increased In City from \$220 to \$230 Out of City from \$250 to \$260
- Student 18 over Valid Student ID increased In City from \$400 to \$450 Out of City from \$425 to \$475
- 9-hole/10 play pass – each visit is one play increased from \$130 to \$140
- 18-hole/10 play pass increased from \$185 to \$210
- Range Balls – per bucket (large and small) increased from \$6.00/\$4.00 to \$7.00/\$5.00
- 20 Bucket Range Ball Pass increased from \$100 to \$120
- Cart rental – per person – 9 holes increased from \$7.50 to \$8.00
- Cart rental – per person – 18 holes increased from \$15 to \$16
- Spectator cart rental – 9 hole increased from \$10 to \$15
- Spectator cart rental – 18 holes increased from \$25 to \$30
- Tournament Fee increased from \$30 to \$35
- Tournament/Outings per person from changed from \$13-\$40 to \$5-\$45
- Senior (age 62+) Green Fees Monday-Thursday increased from \$20 to \$22
- Student green fees with student I.D. “Monday – Thursday” increased from \$20 to \$22
- Family green day fee – Sunday after 3pm 1 adult and 1 child (under 15 years of age play free) increased from \$15 to \$16

Under Clubhouse Rental Programs/Classes/Special Events

- Banquet Room per day of the week increased from \$400 to \$500
- Banquet Room per hour any day of the week increased from \$50 to \$75
- Banquet Room per day with golf outing event increased from \$100 to \$125
- Conference Room any day of the week increased from \$150 to \$200
- Conference Room per hour any day of the week increased from \$25 to \$50
- Junior Golf Camp increased In City from \$90 to \$125 Out of City from \$100 to \$135
- Group Golf Clinics increased In City from \$20 to \$40 Out of City from \$25 to \$50
- Tournament Entry increased from range of \$15-\$50 to range of \$15-\$60

Under Concessions Items

- Concession items increased from range of \$.25-\$18 to range of \$.25-\$24

Natural Resources

Changes include:

Under Launch Permits:

- Annual – non-motorized increased from \$80 to \$90
- 2nd annual – non-motorized increased from \$20 to \$25
- Daily permit increased from \$8 to \$9

Under Canoe/Boat Rental

- Per hour increased from \$8 to \$9
- 10 pass increased from \$70 to \$80

Under Educational Programs

- Private groups increased from \$25/hr (up to 15 persons) to \$30/hr (up to 15 persons)

Operations Services – Shelter Rentals

Changes include:

- Shelter rentals increased \$3
- Small shelters (weekdays M-Th) increased from \$56 to \$59
- Small shelters (weekend & holidays) increased from \$59 to \$62
- Large shelters (weekdays M-Th) range increased from \$64-\$79 to \$67-\$82
- Large shelters (weekend & holidays) range increased from \$74-\$94 to \$77-\$97
- Removed RCA Group shelter from 2023 rental

Switchyard Park

Price sheet was completely reworked, changes include:

Under Pavilion

- Pavilion Rental (weekdays M-Th) changed from per 4 hour time block \$250 to \$65/hr with 4 hour minimum.
- Pavilion Rental (weekend and holiday rental) from 4 hr. time block \$350 to \$80/hr with 6 hour minimum.
- Moved “Pavilion Attached Patio” into Pavilion section, rate remained at \$100
- Pavilion Lawn Rental was changed from weekdays M-Th \$90 and weekends & holiday \$120 to one rate of \$120

Added Pavilion AV/General Setup (per event) section

- Added Riser stage \$100
- Added Pipe and Drape \$100

Added Pavilion Alcohol Fees (per event) section

- Changed wording from “Alcohol Service Inside Charge” to “Pavilion Service and Consumption” fee remained at \$50
- Changed wording from “Alcohol Service Outside (patio only)” to “Patio Consumption (no service)” fee remained at \$100
- Added Pavilion Closed Container Sales (no consumption) \$50

Under Main Stage and Performance Lawn

- Changed “Category I – w/o theatrical lighting” to “Performance/Other Use Category I (per day)”, fee remained at \$250
- Changed “Category II – w/o theatrical lighting” to Performance/Other Use Category II (per day)”, rate remained at \$400

Add Other Outdoor Rentals Under Pavilion Lawn (per day) section by combining North Activity Lawn/South Activity Lawn and Secondary Performance Lawn section

- All fee rates under this section remained the same as 2022 fees.

Added line “Waldron, Hill Buskirk stage rental see page #10”

Changed wording at bottom from “All rentals over 100 people, using additional physical infrastructure, or alcohol consumption may also require a Special Use Permit and additional cost” to “Outdoor events may also require an hourly permit or Park Special Use permit with associated permit fees”.

Removed line “May require renter to provide security and/or sound tech”

- Page 17 Twin Lakes Recreation Center – Memberships, Rentals
No changes
- Page 18 Twin Lakes Recreation Center – Facility Rental, Facility Services, Concessions
No changes
- Page 19 Twin Lakes Recreation Center – TLRC Fitness
No changes
- Page 20 Youth Programs – Facility Rental, Programs, Classes, and Special Events
Changes include:
Under Programs/Classes Special Events
- Kid City Break Days – per day increased In City from \$40-\$45 to \$40-\$55
Out-of-City from \$45-\$50 to \$45-\$65
- Page 21 Miscellaneous
Changes include:
Under Non-Reverting Miscellaneous
- Advertising decreased from \$400-\$30,000 to \$300-\$30,000
 - Add line Damage Deposit for Rentals range of \$125-\$500

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager

2021-January

2023 Price Schedule



CITY OF BLOOMINGTON
Parks and Recreation



BLOOMINGTON PARKS & RECREATION

*Administrative Transaction Fee is included in all prices

PAGE 1	Administrative Services - Equipment Rental Adult Services - Programs, Classes, Special Events Inclusive Recreation - Programs, Classes, Special Events
PAGE 2	Adult Sports - Basketball, Tennis, Softball, Volleyball Adult Sports - League Registrations, Tournaments
PAGE 3	Adult Sports/Youth Sports - Field Rental, Player Fees, Concessions
PAGE 4	Aquatics - Bryan Pool and Mills Pool Admission and Passes
PAGE 5	Aquatics - Programs, Classes, Special Events, Rentals, Concessions
PAGE 6	Banneker Center - Facility Rental, Programs, Classes, Special Events
PAGE 7	Cemetery Services
PAGE 8	Community Events - Saturday Farmers' Market - April, November
PAGE 9	Community Events - Saturday Farmers' Market - May thru October Community Events - Tuesday Farmers' Market
PAGE 10	Community Events - Gardens, Waldron, Hill and Buskirk Park Stage Rental Community Events - Programs, Classes, Special Events Community Events - A Fair of The Arts, Holiday Market
PAGE 11	Community Events - Mobile Stage Rental, Other Rental
PAGE 12	Frank Southern Ice Arena - User Fees, Facility Rental Frank Southern Ice Arena - Programs, Classes, Special Events Frank Southern Ice Arena - Concessions
PAGE 13	Golf Services - Green Fees, Season Passes, Other Golf Services - Clubhouse Rentals, Program, Classes, Special Events Golf Services - Concessions
PAGE 14	Natural Resources - Launch Permits, Boat Rental, Misc. Natural Resources - Programs, Classes, Special Events
PAGE 15	Operations Services - Shelter Rental
PAGE 16	Switchyard Park - Rentals, Pavilion, Ambitheater, Lawn, Stage, Bosque
PAGE 17	Twin Lakes Recreation Center - Memberships Twin Lakes Recreation Center - Basketball Court Rental
PAGE 18	Twin Lakes Recreation Center - Programs, Facility Services, Rentals Twin Lakes Recreation Center - Concessions
PAGE 19	Twin Lakes Recreation Center - Fitness
PAGE 20	Youth Programs - Facility Rental, Programs, Classes, Special Events
PAGE 21	Miscellaneous
PAGE 22	Pricing Pyramid

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADMINISTRATIVE SERVICES

NON-REVERTING FUND		
	2023 IN CITY FEES	2023 OUT of CITY FEES
EQUIPMENT RENTAL		
Volleyball Standards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
	2023 IN CITY FEES	2023 OUT OF CITY FEES
PROGRAMS/CLASSES/ SPECIAL EVENTS		
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe-Adult Instruction*	7.00 - 600.00	7.00 - 663.00

PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND		
	2023 IN CITY FEES	2023 OUT OF CITY FEES
PROGRAMS/CLASSES/ SPECIAL EVENTS		
Special Interest Programs/Classes/Special Events	1.00 - 300.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

NON-REVERTING FUND	
LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2023 FEES
Adult Softball League - Team Registration	
Spring	675.00
Fall	675.00
Adult Softball Tournaments	175.00-350.00
Forfeit Fee - Softball	25.00
Tennis: (price will be set by partner \$40 to \$70)	
Adult Lessons - 2 per week for 4 weeks	
Youth Lessons (ages 5 - 17) - 2 per week for 4 weeks	
Volleyball:	
Adult Volleyball - Team Fee	80.00 - 200.00
Adult Volleyball - Individual Fee	20.00 - 30.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75% Youth Sports = 40%

GENERAL FUND & NON-REVERTING FUND

FIELD RENTAL PLAYER FEES	2023 PARTNER FEES	2023 NON-PARTNER FEES
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	25.00	25.00
Olcott Park - requested lining	300.00-600.00	300.00-600.00

NON-REVERTING FUND

Concessions Services	2023 IN CITY FEES	2023 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

GENERAL FUND	
BRYAN PARK POOL	2023 FEES
General Admission (3 yrs. and under free)	6.00
Individual Season Pass includes swimming and water slide	70.00
Economy 20 Punch Pass	90.00

GENERAL FUND	
MILLS POOL	2023 FEES
General Admission (3 yrs. and under free)	6.00
Individual Season Pass	70.00
Economy 20 Punch Pass	90.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	65.00	75.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na

RENTALS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Bryan Pool private rental - entire facility:	350.00/hour	na
Bryan Pool private rental: main pool only	300.00/hour	na
Mills Pool private rental: entire facility	225.00/hour	na
Mills Pool - Open Swim Day Rental	775.00	na
Mills Pool - Open Swim Day Rental	1250.00	na

NON-REVERTING FUND		
Concessions Services	2023 IN CITY FEES	2023 OUT OF CITY FEES
Concession items	.50 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

NON-REVERTING FUND	
FACILITY RENTAL	2023 FEES (plus deposit - see below)
Rental during operational hours (9:00am - 5:00pm)	per hour
Category A* - any room	0.00
Category B** - any room	0.00
Category C*** - kitchen	40.00
Category C*** - 3rd floor	40.00
Category C*** - Gymnasium	50.00
Category C*** - Gymnasium Bulk	40.00
Rental during non-operational hours (after 5pm weekdays & weekends)	
Category A* - any room	0.00
Category B** - gymnasium	30.00
Category B** - whole building	100.00
Category B** - gymnasium bulk rate	30.00
Category C*** - gymnasium bulk rate	50.00
Category C*** - kitchen	50.00
Category C*** - Gymnasium	50.00
Category C*** - 3rd floor	40.00
Category C*** - whole building	150.00

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

A fee will be negotiated to any fund-raising or profit-making venture based on type, price, and volume of product being sold, with final approval by the Department Administrator.

All rentals require a 50% deposit.

NON-REVERTING FUND	
PROGRAMS/CLASSES SPECIAL EVENTS	2023 IN CITY FEES
Special Events & Classes	0.00-200.00
Banneker Summer Camp	10.00/wk

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL & WHITE OAK CEMETERY - General Fund		
	2023 IN CITY FEES	2023 OUT OF CITY FEES
INTERMENT/DISINTERMENT		
Monday - Friday	800.00 with additional fee of 300.00 if arriving after 2 pm	800.00 with additional fee of 325.00 if arriving after 2 pm
Saturday	1050.00 with additional fee of 325.00 if arriving after 2 pm	1050.00 with additional fee of 325.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday-Friday	500.00 with additional fee of 200.00 if arriving after 2 pm	500.00 with additional fee of 200.00 if arriving after 2 pm
Saturday	725.00 with additional fee of 200.00 if arriving after 2 pm	725.00 with additional fee of 200.00 if arriving after 2 pm
ROSE HILL CEMETERY - General Fund		
	2023 IN CITY FEES	2023 OUT OF CITY FEES
Cremaintion Lots - per space 4' x 5'	650.00	775.00
Scatter Garden - Scattering of Cremains Only	300.00	300.00
Memorial Engraving	575.00	575.00
Plot Survey	25.00-200.00	25.00-200.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
Monday - Friday	650.00 with additional fee of 200.00 if arriving after 2 pm	650.00 with additional fee of 200.00 if arriving after 2 pm
Saturday	875.00 with additional fee of 200.00 if arriving after 2 pm	875.00 with additional fee of 200.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday - Friday	500.00 with additional fee of 200.00 if arriving after 2 pm	500.00 with additional fee of 200.00 if arriving after 2 pm
Saturday	725.00 with additional fee of 200.00 if arriving after 2 pm	725.00 with additional fee of 200.00 if arriving after 2 pm
WHITE OAK CEMETERY - GENERAL FUND		
	2023 IN CITY FEES	2023 OUT OF CITY FEES
LOT SALES		
Full size individual lots	800.00	950.00
Trustees (includes lot and interment)	600.00	600.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 50%

NON-REVERTING FUND	
FARMERS' MARKET SATURDAYS IN APRIL (based on 5 Market days)	2023 FEES
Application Fee*	20.00
April- Saturday Farmers' Market reserved spaces:	
Large space	110.00 (\$22/day)
Large space - Senior** or Youth*** rate	80.00 (\$16/day)
Small space	70.00 (\$14/day)
Small space - Senior** or Youth*** rate	55.00 (\$11/day)
April- Saturday Farmers' Market unreserved spaces:	
Large space - per day	22.00
Large space - Senior** or Youth*** rate - per day	16.00
Small space - per day	14.00
Small space - Senior** or Youth*** rate - per day	11.00
NOVEMBER FARMERS' MARKET (based on 3 "regular" Market days in November) (4th Market Day in November is the Holiday Market)	2023 FEES
Application Fee*	20.00
Large space	66.00 (\$22/day)
Large space - Senior** or Youth*** rate	48.00 (\$16/day)
Small space	42.00 (\$14/day)
Small space - Senior** or Youth*** rate	33.00 (\$11/day)
Farmers' Market unreserved spaces:	
Large space - per day	22.00
Large space - Senior rate** - per day	16.00
Small space - per day	14.00
Small space - Senior** or Youth*** rate per day	11.00
Holiday Market - reserved large	30.00
Holiday Market - local product for profit	40.00
Holiday Market - local product non-profit	25.00

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 50%

NON-REVERTING FUND	
FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER (26)	2023 FEES
Application Fee*	20.00
Saturday Farmers' Market reserved spaces:	
Large space	572.00
Large space - Senior** or Youth*** rate	416.00
Small space	364.00
Small space - Senior** or Youth*** rate	286.00
Farmers' Market unreserved spaces:	
Large space - per day (same for 2nd space)	22.00
Large space - Senior** or Youth*** rate - per day (same for 2nd space)	16.00
Small space - per day (same for 2nd space)	14.00
Small space - Senior** or Youth*** rate per day (same for 2nd)	11.00

WEEKDAY FARMERS' MARKET (16)	2023 FEES
Application Fee*	20.00
Weekday Farmers' Market reserved spaces:	
Space	192.00 (12.00/day)
Space - Senior** or Youth*** rate per day	160.00 (10.00/day)
Weekday Farmers' Market unreserved spaces:	
Space - per day	12.00
Space - Senior** or Youth*** rate per day	10.00

MISCELLANEOUS	2023 FEES
Registration for Farm Programming	5.00 - 100.00
Information Table - Application Fee	10.00
Information Table space - per day	10.00
Prepared Food Vendor/Food Trucks/Pushcarts	6.5% of gross proceeds
Mushroom Inspection per occurrence	5.00

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: Verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
GARDENS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Willie Streeter Gardens***		
large plots (10' x 20')	80.00	92.00
small plots (10' x 10')	45.00	52.00
raised beds (10' X 10')	45.00	52.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Services	25.00-75.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	58.00	67.00
small plots (avg 95 sq. ft.)	45.00	52.00
raised beds	45.00	52.00
Supplemental Service	25.00-75.00	na
Switchyard Park Gardens***		
raised beds	45.00	52.00
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Service	25.00-75.00	na
STAGE RENTAL	2023 IN CITY FEES	2023 OUT OF CITY FEES
Waldron, Hill, and Buskirk Park		
Category I* without lights	115.00 per day	na
Category I* with theatrical lights	140.00 per day	na
Category II* without lights	140.00 per day	na
Category II** with theatrical lights	170.00 per day	na
Deposit on stage rental - refundable	50.00	na
Rehersal Fee	30.00/per hour	na
Switchyard Park Stage Rental		
See page #16		
PROGRAMS/CLASSES	2023 IN CITY FEES	2023 OUT OF CITY FEES
SPECIAL EVENTS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Application Fee	20.00	na
Booth Space	55.00	na
HOLIDAY MARKET ARTS FAIR	2023 IN CITY FEES	2023 OUT OF CITY FEES
Application Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	60.00	na
Electricity w/Booth Space	10.00	na

* Category I - Not-for-Profit groups (must provide proof of 501 © 3 status at time of rental)

**Category II - Profit making groups/all other groups

*** Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2023.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND	
MOBILE STAGE RENTAL	2023 FEES
Mobile Stage rental	
without lights - Category I*	775.00/day +375.00 deposit
Stage Supervisor***	20.00 - 30.00
with theatrical lights - Category I*	1,000.00/day +500.00 deposit
Stage Supervisor***	20.00 - 30.00
without lights - Category II**	1,000.00/day +500.00 deposit
Stage Supervisor***	20.00 - 30.00
with theatrical lights - Category II**	1,250.00/day +625.00 deposit
Stage Supervisor***	20.00 - 30.00***

***STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

***FEE IN RANGE TO BE DETERMINED BY EVENT & STAFFING AVAILABILITY

OTHER RENTAL	2023 Fees
Stage Platforms/Extenders	
for 7 platforms	375.00/day +185.00 deposit
single platform	70.00/day +75.00 deposit

* Category I - Not-for-Profit groups (must provide proof of 501(c)3 status at time of rental)

**Category II - Profit making groups/all other groups

Groups are responsible for transporting and set up.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

GENERAL FUND		
USER FEES FACILITY RENTAL	2023 IN CITY FEES	2023 OUT OF CITY FEES
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental (per hour)	240.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na
Ice Show Performers	40.00	na

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant - The Skating School	80.00	90.00
Hockey Initiation	55.00	60.00
Youth Hockey - Cubs	175.00	190.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

CONCESSIONS SERVICES	2023 IN CITY FEES	2023 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND		
GREEN FEES/SEASON PASSES OTHER	IN CITY FEES	2023 OUT OF CITY FEES
Green Fees	24.00	na
Green Fees - 9 holes	16.00	na
Twilight Green Fees	22.00	na
League play Green Fees	16.00	na
Adult season pass	600.00	650.00
Spouse season pass	250.00	275.00
Family season pass	900.00	1000.00
Senior (age 62+) season pass	550.00	590.00
Senior Spouse (age 62+) season pass	250.00	275.00
Junior season pass (18 and under)	230.00	260.00
Student 18 over Valid Student ID	450.00	475.00
9-hole/10 play pass - each visit is one play	140.00	na
18-hole/10 play pass - each visit is one play	210.00	na
Locker rental (includes sales tax)	100.00	
Range Balls - per bucket (large and small)	7.00/5.00	na
20 Bucket Range Ball Pass	120.00	na
Cart rental - per person - 9 holes	8.00	na
Cart rental - per person - 18 holes	16.00	na
Spectator cart rental - 9 holes	15.00	na
Spectator cart rental - 18 holes	30.00	na
Tournament Fee	35.00	na
Tournament/Outings - per person varies by number of players & format	5.00-45.00	na
Senior (age 62+) Green Fees Monday-Thursday	22.00	
Student Green Fee - with student I.D. Monday-Thursday	22.00	na
Family Green Day Fee - Sunday after 3pm 1 adult and 1 child (under 15 years of age play free)	16.00	
NON-REVERTING FUND		
CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Banquet Room per any day of the week	500.00	na
Banquet Room per hour any day of the week	75.00	na
Banquet Room per day with golf outing event	125.00	na
Conference Room any day of the week	200.00	na
Conference Room per hour any day of the week	50.00	na
Junior Golf Camp	125.00	135.00
Group Golf Clinics	40.00	50.00
League Fees	5.00 - 25.00	na
Tournament Entry	15.00-60.00	na
Prize Fund	1.00 - 15.00	na
CONCESSION SERVICES	2023 IN CITY FEES	2023 OUT OF CITY FEES
Concession items	.25 - 24.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

NON-REVERTING FUND	
LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2023 FEES
Launch Permits:	
Annual - non-motorized	90.00
2nd annual - non-motorized	25.00
Daily permit	9.00
Canoe/Boat rental:	
Per hour	9.00
10 pass	80.00
Late Fee (all boats returned after closing hours)	20.00
Misc./life jacket rental	1.00
Life jacket rental	1.00
Replacement fee (lost, stolen, damaged items - such as life jackets and paddles does not include boats)	50.00
Educational Programs:	
Private groups	30.00/hr (up to 15 persons)
Individual - depending on program	0.00 - 50.00/hr
Wapehani Cycling events:	
1 to 100 participants	100.00
over 100 participants	1.00 each

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

NON-REVERTING FUND	
SHELTER RENTAL	2023 FEES
Small picnic shelter: (weekdays M-Th)	
Bryan-Henderson	59.00
Bryan - North	59.00
Building Trades	59.00
RCA	59.00
Small picnic shelter: (weekends & holidays)	
Bryan-Henderson	62.00
Bryan - North	62.00
Building Trades	62.00
RCA	62.00
Large Picnic Shelter: (weekdays M-Th)	
Bryan - Woodlawn	72.00
Winslow Woods	67.00
Lion's Den (Upper Cascades)	72.00
Sycamore (Lower Cascades North)	82.00
Waterfall (Lower Cascades South)	72.00
Young Pavilion (Olcott Park)	72.00
Large Picnic Shelter: (weekends & holidays)	
Bryan - Woodlawn	87.00
Winslow Woods	77.00
Lion's Den (Upper Cascades)	87.00
Sycamore (Lower Cascades North)	97.00
Waterfall (Lower Cascades South)	87.00
Young Pavilion (Olcott Park)	87.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: SWITCHYARD PARK

Cost Recovery Goal

NON-REVERTING FUND	
SWITCHYARD PARK	2023 FEES
Pavilion	
Pavilion Rental (4 hour minimum) (weekdays M-Th)	65.00 per hr
Pavilion Rental (6 hour minimum) (weekends & holidays)	80.00 per hr
Pavilion Attached Patio (per day)	100.00
Pavilion Lawn Rental (per day)	120.00
Pavilion AV/General Setup (per event)	
Riser Stage	100.00
Projector/screen use	50.00
Pipe and Drape	100.00
Pavilion Alcohol Fees (per event)	
Pavilion Service and Consumption	50.00
Patio Consumption (no service)	100.00
Pavilion Closed Container Sales (no consumption)	50.00
Main Stage and Performance Lawn	
Hourly Practice Use (per hour)	50.00 per hr
Performance/Other Use Category I* (per day)	250.00
Performance/Other Use Category II** (per day)	400.00
Other Outdoor Rentals (per day)	
Secondary Performance Lawn (weekdays M-Th)	90.00
Secondary Performance Lawn (weekends & holidays)	120.00
North Activity Lawn (weekdays M-Th)	90.00
North Activity Lawn (weekends & holidays)	120.00
South Activity Lawn (weekdays M-Th)	90.00
South Activity Lawn (weekends & holidays)	120.00
Gardens see page #10 for garden rental	
Waldron, Hill Buskirk Park stage rental see page #10	

OUTDOOR EVENTS MAY ALSO REQUIRE AN HOURLY PERMIT OR A PARK SPECIAL EVENT USE PERMIT WITH ASSOCIATED PERMIT FEES.

* Category I – Not-for-Profit groups (proof of 501c3 status required)

** Category II – Profit making groups/all other groups

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
MEMBERSHIPS/RENTALS	2023 Daily	2023
Memberships*		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Adult (direct debit) monthly		35.00
Student (direct debit) monthly		30.00
Senior (direct debit) monthly		30.00
Two Person (direct debit) monthly		55.00
Two Senior (direct debit) monthly		45.00
Family (direct debit) monthly		65.00
Adult monthly		40.00
Student monthly		30.00
Senior monthly		35.00
Two Person monthly		60.00
Two Senior monthly		50.00
Family monthly		70.00
Adult 6 Month PIF		200.00
Student 6 Month PIF		155.00
Senior 6 Month PIF		175.00
Two Person 6 Month PIF		300.00
Two Senior 6 Month PIF		250.00
Family 6 Month PIF		350.00
Adult 12 Month PIF		360.00
Student 12 Month PIF		270.00
Senior 12 Month PIF		315.00
Two Person 12 Month PIF		540.00
Two Senior 12 Month PIF		450.00
Family 12 Month PIF		630.00
COB Employee Rate - Adult - (direct debit)	n/a	* 27/month
COB Employee Rate - 2 Adult - (direct debit)	n/a	* 42/month
COB Employee Rate - Family - (direct debit)	n/a	* 49/month
COB Employee Rate - Adult - 6 Month PIF	n/a	150.00
COB Employee Rate - 2 Adult - 6 Month PIF	n/a	225.00
COB Employee Rate - Family - 6 Month PIF	n/a	263.00
COB Employee Rate - Adult - 12 Month PIF	n/a	270.00
COB Employee Rate - 2 Adult - 12 Month PIF	n/a	405.00
COB Employee Rate - Family - 12 Month PIF	n/a	473.00
Pro-rated fee for 2 Adult/Family		2.00 - 54.00
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	IN-CITY	OUT OF CITY
Court competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Court Practice - full court	30.00/court	na
Court Practice - full court bulk use	25.00/court	na
Full Court Volleyball with set-up	35.00/court	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND	
PROGRAMS/CLASSES	2023 FEES
Basketball Leagues	
*Season I	75.00/player
*Season II	85.00/player
*Season III	85.00/player
*Late Registration Fee	10.00
Basketball Clinics	25.00-80.00
COURT/FIELD RENTAL - PER HOUR	2023 FEES
Turf Field - Summer (Apr - Sept)	70.00/hour
Turf Field - Regular (Oct - March)	100.00/hour
PARTIES	2023 FEES
Party Room	45.00/hour
Party Room Rental w/court use	70.00/hour
Party Room Rental w/turf (Apr-Sept)	105.00/hour
Party Room Rental w/turf (Oct-Mar)	130.00/hour
Party Room Rental w/studio A or B	80.00/hour
ROOM RENTALS	2023 FEES
Entire Lower Level	155.00/hour
Studio A	65.00/hour
Studio B	60.00/hour
Program Room	45.00/hour
FACILITY RENTAL - PER HOUR	2023 FEES
6 FT Rectangle Table	6.00/day
8 FT Rectangle Table	7.00/day
60" Round Table	8.00/day
Folding Chairs (white plastic, padded or non-padded)	1.00/day
these furnishings are available for TLRC facility rental use only	
CONCESSIONS SERVICES	2023 FEES
Concession items	.25 - 30.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TLRC FITNESS

Cost Recovery Goal = 100%

NON-REVERTING FUND	
PROGRAMS/CLASSES SPECIAL EVENTS	2023 IN CITY FEES
Instructional classes - depending on class type	5.00 - 200.00
Personal Training	130.00 - 895.00
Group Fitness classes	10.00 - 100.00
Private Fitness classes	50.00 - 300.00
Punch Passes	7.00 - 60.00
Fitness assessments	5.00 - 50.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

NON-REVERTING FUND		
FACILITY RENTAL	2023 IN CITY FEES	2023 OUT OF CITY FEES
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

PROGRAMS/CLASSES SPECIAL EVENTS	2023 IN CITY FEES	2023 OUT OF CITY FEES
Kid City Camps*	per week	per week
Kid City Original	180.00	185.00
Kid City Quest	180.00	185.00
CIT program - grades 8 - 10 (2 week sessions)	175.00	180.00
Kid City Break Days - per day**	40.00-55.00	45.00-65.00
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

* a non-refundable deposit of \$35/session/child is due at time of registration - deposit is applied to session fee

** a \$5.00 late fee will be assessed for Break Days late registrations beginning August 2020

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND	
MISCELLANEOUS	2023 FEES
Application Fee - Fee Waiver	5.00
Return Check Fee	20.00

* Out-of-City residents are not eligible to receive Fee Waivers

NON-REVERTING FUND	
MISCELLANEOUS	2023 FEES
Health/Wellness services	5.00 - 60.00
Late registration fees	
Programs with fees \$50.00 or less	5.00
Programs with fees \$50.01 - \$149.99	10.00
Programs with fees \$150.00 or more	25.00
Transaction fees	
Admission/Entry fees	.10 - .50
Registration/Player fees	1.00 - 2.00
Membership/Team fees	na
Program fees	
Programs under \$10.00	0.50
Programs over \$10.00	1.00
Fitness in the Park Permit	10.00/hr
Advertising	300-30,000
Sponsorship	100-5,000
Permit Processing fees	
Category A*	0.00
Category B**	10.00
Category C***	15.00
Category D****	30.00
Category E*****	150.00
Application Fees	25.00
Vending Fees	25 non-profit 35 profit
Alcohol Permit Fee (Approval required)	200 or 10% gross whichever is higher
Damage Deposit (refundable special use)	75.00
Damage Deposit (rentals)	125-500
Return Check Fee	20.00

* Category A - Parks department/City departments/MCCSC

** Category B - Not-for-Profit groups/department affiliates

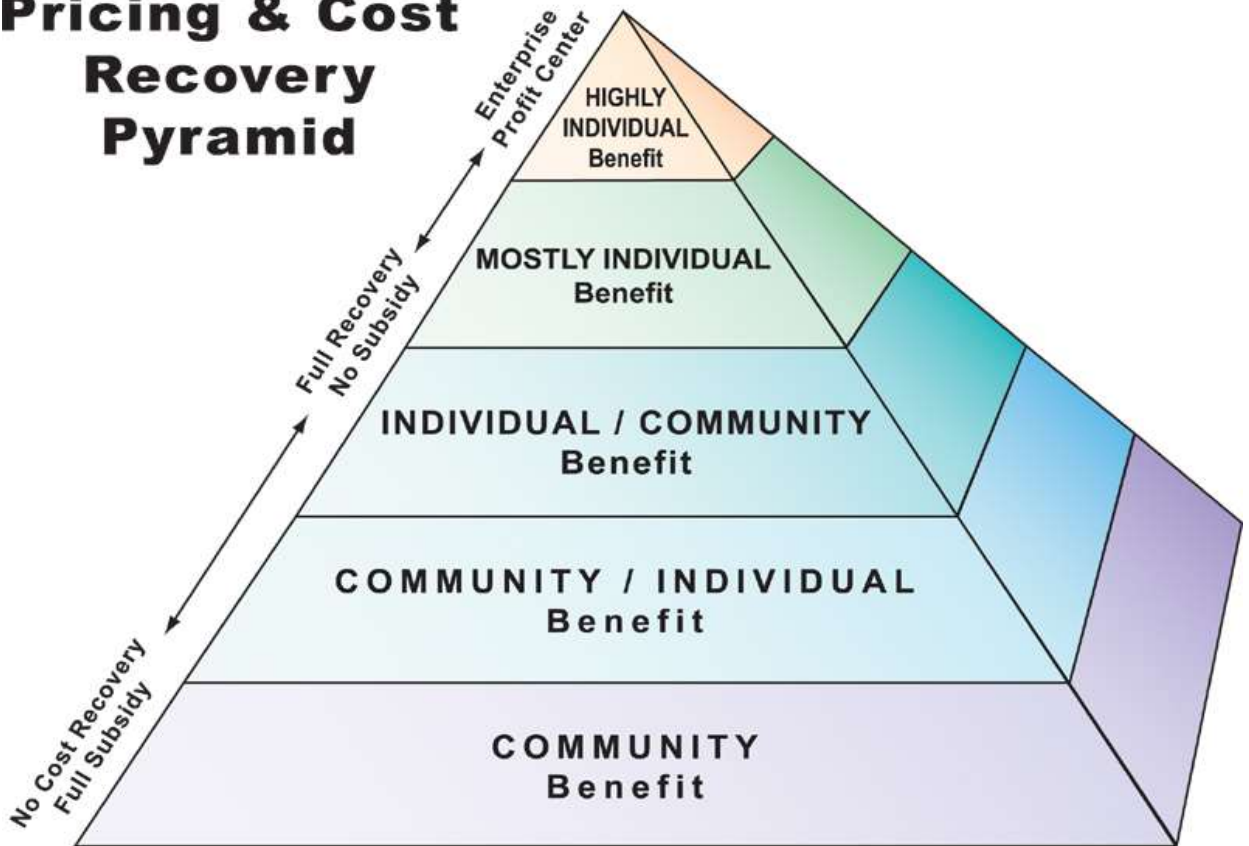
***Category C - Private use - City residents

****Category D - Private use - Out-of-City residents

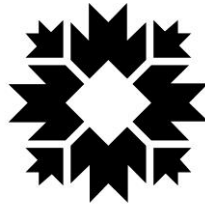
*******Category E - Special Event - for large-scale special events, department staff will determine which events fall under this category, based on size, scope and nature of event.**

A fee will be negotiated to any fund-raising or profit making venture based on type, price and volume of product being sold, with final approval by the department Administrator.

Pricing & Cost Recovery Pyramid



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CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 15, 2022
SUBJECT: APPROVAL OF CONTRACT WITH UNIVERSAL SIGN, INC. FOR TRAIL
BRANDING PROJECT

Recommendation

Staff recommends review/approval of a contract with Universal Sign, Inc. for the branding, fabrication, and installation of trail signs throughout the Parks trail system.

Funding for this project is not to exceed \$23,191:

- 176-18-G21005 (ARPA Funds) - \$16,000
- 200-18-189000-539990 (Operations GF) - \$7,191

Background

In spring of 2020, the Bloomington Parks and Recreation Department hired RLR Associates, Inc to develop trail system branding and signage design standards and guidelines that would promote consistency and user recognition within the City Parks trail system. This was Phase I of the Trail Branding Project.

Moving forward this year, into Phase II, the Parks Department released an RFQ for the fabrication and installation of new trail signage based on the Trail System Branding and Signage Design Manual developed by RLR. The Department received two submittals for this project. Universal Sign, Inc. was the lower of the two at \$23,191.

RESPECTFULLY SUBMITTED,

Barb Dunbar, Operations Coordinator

2021-January

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
UNIVERSAL SIGN, INC.
FOR
FABRICATION & INSTALLATION OF TRAIL SYSTEM BRANDING**

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Universal Sign, Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to have trail signage fabricated and installed; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform this service (the "Services" as further defined below); and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. 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 May 31, 2023, 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 Barb Dunbar, Operations Coordinator, as the Department's Project Manager. 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 expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-three Thousand One Hundred Ninety-one Dollars (\$23,191). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Barb Dunbar
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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 schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. 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 12. 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 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. 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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the 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. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. 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 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the 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 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 20. Governing Law and Venue

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

Article 21. 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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. 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 23. 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 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:

Contractor:

City of Bloomington	Universal Sign, Inc.
Attn: Barb Dunbar, Operations Coordinator	Nate Zevenbergen, Project Manager
401 N. Morton, Suite 250	5001 Falcon View Ave SE
Bloomington, Indiana 47402	Grand Rapids, MI 49512

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

UNIVERSAL SIGN, INC.
NATE ZEVENBERGEN

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

All work shall be performed as specified in the RFQ.

Department Responsibilities

- Provide layout/designs for all signs as indicated for specific trails.
- Meet with Vendor, on site, to confirm precise locations for NEW sign placements.

Contractor Responsibilities

- Production of all signs as noted below.
- Installation of all signs as noted below.
- Utility locates prior to installation of all NEW signs.
- Acquisition of any local permits that may apply.

TRAIL	DESCRIPTION
B-Line	Replacement of (1) single sided Kiosk Style Sign & (1) double-sided Kiosk Style sign
Bloomington Rail Trail	(2) Primary Trail ID Signs & (3) Rules & Small Map Panel signs
Clear Creek Trail	(4) Kiosk Style Signs & (5) Primary Trail ID signs
Jackson Creek Trail	(3) 2-sided Primary Trail ID signs & (3) Rules & Small Map Panel signs
Southeast Trail	(1) Primary Trail ID Sign – (1) Rules & Small Map Panel Sign
Creek’s Edge Trail	(2) Rules & Small Map Panel Sign
	Installation of all signs

EXHIBIT B

“Project Schedule”

Work shall not begin until all parties have signed this contract.
All work shall be completed on or before May 31, 2023.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Universal Sign, Inc. – Nate Zevenbeger

By: _____
Signature

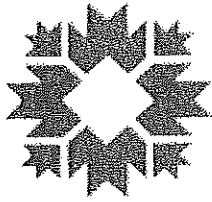
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMING

CITY OF BLOOMINGTON
parks and recreation

Date:

Parks Division:

Requested By:

Safe Guard

QTY.	SIZE	ITEM DESCRIPTION	Leafing Mailer
15,500		Leafing Mailer Card (Set up & Print)	No Response
		Postage (Estimate)	
		TOTAL	\$0.00

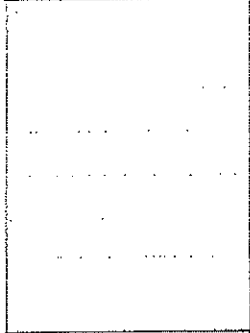
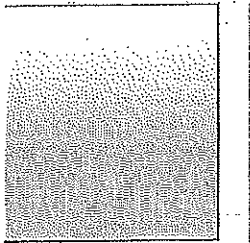
Notes or Comments:

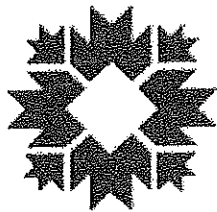
STON PARKS AND REC DEPARTMENT

QUOTE TABULATION

SAMPLE SHEET TO SHOW AN EXAMPLE

Baugh Enterprise	Metropolitan			
Leafing Mailer	Leafing Mailer			
\$1,200.00	\$1,240.00			
\$3,239.00	\$3,565.00			
\$4,439.00	\$4,805.00			





CITY OF BLOOMINGTON
parks and recreation

CITY OF BLOOMINGTON
FABRICATION & INSTALLATION

Date: 10/6/22

Parks Division: Operations

Requested By: Barb Dunbar

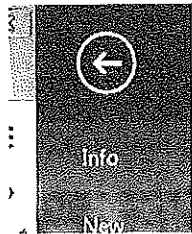
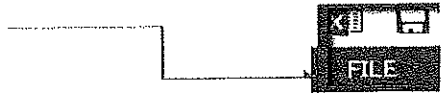
QTY.	SIZE	ITEM DESCRIPTION	FAST SIGNS
n/a	n/a	Fabrication & Installation of trail signage	\$23,761.27
		TOTAL	\$23,761.27

Notes or Comments:

An RFQ was released on September 5, 2022 and posted on THE Bloomington Parks and Recreation website. All interested parties were notified by email about the release of the RFQ.

To save as a PDF:

Click on the File Tab at top left of the Excel toolbar

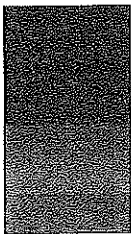


BLOOMINGTON PARKS AND REC DEPARTMENT

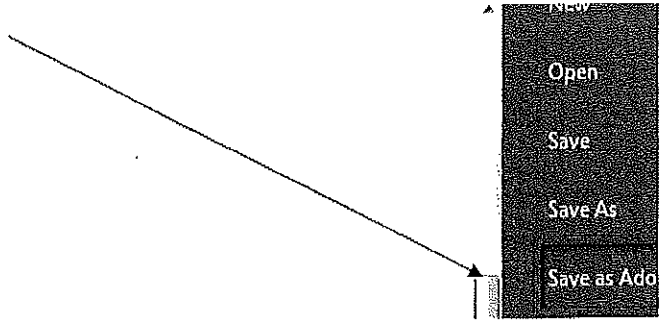
QUOTE TABULATION INSTALLATION OF TRAIL SYSTEM BRANDING

UNIVERSAL SIGN, INC.	EVERYWHERE SIGNS			
\$23,191.00	Received after submittal deadline			
\$23,191.00	\$0.00			

tion Department's web based project bidding site bloomingtonplanroom.com. Eight (8)



Select "Save As" from the list



In the box that opens up make sure ONLY the BID TAB SHEET is listed in the (Sheets in PDF Box)

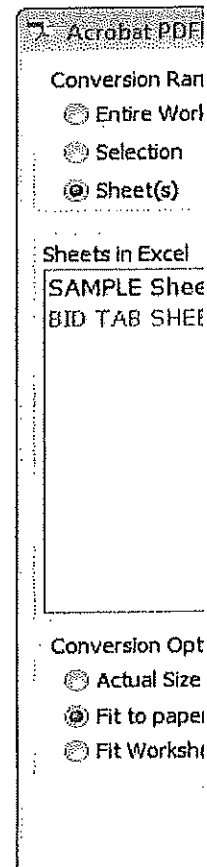
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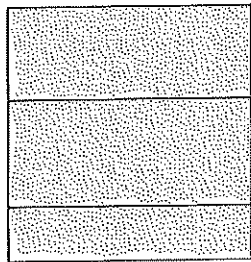
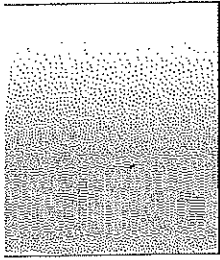
Click the "Convert to PDF" button.

Click "YES" in the next box that opens up.

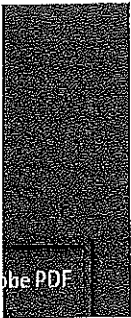
Change your file name to whatever you want and save the file in folder or location you choose.

You will now have an Excel version and a PDF of the spreadsheet also known as the bid tab sheet.





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BID TAB SHEET

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Sheet to a single page

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Cancel



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-3
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 15, 2022
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT WITH THE STABLES
EVENTS

Recommendation


Staff recommends review/approval a service agreement with The Stables Events (Izzy's Rental) for Port-a-let/pit toilet pumping/cleaning services at eleven (11) locations and rental/cleaning/pumping at one (1) location.

These services will be provided to the City on an as-needed basis and will be funded through multiple 300 Service Lines from the Operations and Natural Resources Division general fund. The contract amount is not to exceed \$12,000.

Background

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the public work is estimated to cost less than \$150,000 and involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

2021-January

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

THE STABLES EVENTS, LLC (Izzy's Rental)

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Stables Events, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide cleaning/pumping services for portable toilets owned by the Department at eleven locations for Bloomington Parks and Recreation Department. Service of toilets are priced as follows:

Winslow Woods Park location, April through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Upper Cascades Park, (Lions Den), Clear Creek Trail, (Tapp Rd., That Rd. and Church Lane Trailheads), and Bryan Park locations May through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Upper Cascades Skate Park and Ferguson Dog Park one time per week January through December for a cost of \$20 per week once per week. Wapehani MBP location December through February for a cost of Twenty Dollars (\$20) per month once a month and March through November for a cost of Twenty Dollars (\$20) per week once per week. Griffy Lake location April & May and September and October for a cost of Twenty Dollars (\$40) per month two times per month and June through August Twenty Dollars (\$20) per week once per week. Any additional cleaning/pumping services will be a cost of \$20.00 per service/per unit.

Contractor shall provide rental, cleaning/pumping services for (one) portable toilet at RCA Community Park location January through March for a cost of \$115/mth with cleaning/pumping service occurring once per week.

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, 2023, 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 Barb Dunbar as the Department's Project Manager. 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 Twelve Thousand Dollars (\$12,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement

or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: The Stables Events. 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.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

THE STABLES EVENTS

Kevin Kerr, Co-owner

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2022.

The Stables Events, LLC
Kevin Kerr, Co-owner

By: _____
Signature

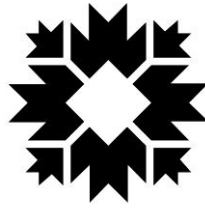
Printed Name

STATE OF _____)
COUNTY OF _____) SS:

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's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-4
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 15, 2022
SUBJECT: APPROVAL OF 2023 SERVICE AGREEMENT WITH WOODS ELECTRICAL CONTRACTORS, INC.

Recommendation

Staff recommends review/approval of a service agreement with Woods Electrical Contractors, Inc. for general repairs/adjustments and/or replacement of lighting and electrical components throughout parks and trails.

These services will be provided to the City on an as-needed basis and will be funded through multiple 300 Service Lines from the Operations general fund. The service agreement amount is not to exceed \$8,000.

Background

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the public work is estimated to cost less than \$150,000 and involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

2021-January

AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND

WOODS ELECTRICAL CONTRACTOR'S, INC.

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor's, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of Seventy-five Dollars (\$75) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours price of One Hundred and Ten Dollars (\$110). Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate of One Hundred and Ten Dollars (\$110). Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50) per day.

The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action. 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, 2023, 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 Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Dollars (\$8,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Services will be performed on an as needed basis.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability

claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Woods Electrical Contractors, Inc. 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.

CITY OF BLOOMINGTON

WOODS ELECTRICAL CONTRACTORS, INC.

Beth Cate, Corporation Counsel

Roger Woods, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2022.

Woods Electrical Contractors, Inc.
Roger Woods, President

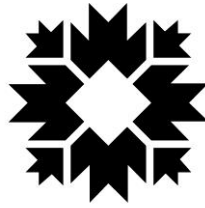
By: _____

STATE OF _____)
COUNTY OF _____) SS:

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's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-5
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: November 15, 2022
SUBJECT: **GRIFFY LAKE NATURE PRESERVE PRESCRIBED FIRE CONTRACT WITH HABITAT SOLUTIONS**

Recommendation

Staff recommend approval of a contract with Habitat Solution for a 9.5-acre prescribed fire at Griffy Lake Nature Preserve.

Funding for this project is budgeted in the Natural Resources General Fund (200-18-184000-53990) for \$9,500.

Background

The Indiana Dept. of Natural Resources Division of Nature Preserves has recommended prescribed fire for sections of the Griffy Lake Nature Preserve to improve habitat for native vegetation and wildlife. In April of 2020 Habitat Solutions successfully burned 7.7 acres on the north side of Griffy Lake west of Headley Rd. The Bloomington Fire Dept. assisted with the effort to reduce the risk of wildfire within the Preserve and they have offered to help with a prescribed burn again next year. This contract would allow Habitat Solutions to burn approximately 9.5 acres on the north side of the lake, near the dam, in spring or fall of 2023, depending on weather conditions. The contract also includes removing beech and maple trees in the burn unit to promote the success of oak and hickory trees.

RESPECTFULLY SUBMITTED,

Steve Cotter
Natural Resources Manager

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HABITAT SOLUTIONS WILDLIFE AND FOREST MANAGEMENT.
FOR
GRIFFY PRESCRIBED BURN**

This Agreement, entered into on this 15th day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Habitat Solutions ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to enhance plant and wildlife habitat at the Griffy Lake Nature Preserve; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform a prescribed burn (the "Services" as further defined below); and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. 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 21, 2023, 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 Steve Cotter, as the Department's Project Manager. 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 expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand and Five Hundred Dollars (\$9,500). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Steve Cotter
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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 schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. 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.

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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 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-

party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. 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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the 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. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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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 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the 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.

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Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

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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.

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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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. 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 23. 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 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:

Contractor:

City of Bloomington	Habitat Solutions Wildlife and Forest Management
Attn: Steve Cotter	Dan McGuckin
401 N. Morton, Suite 250	12875 Sawmill Rd.
Bloomington, Indiana 47402	Columbus IN, 47201

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

HABITAT SOLUTIONS

Beth Cate, Corporation Counsel

Dan McGuckin, Owner

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Contractor shall supply all labor, materials, and equipment necessary to write burn plans, conduct prescribed fires and complete burn summary reports at Griffy Lake Nature Preserve in Bloomington IN.

Contractor will create a fire break along the north, west and east boundaries of the burn unit and clear leaves from the base of large trees before the burn.

Contractor will cut beech and maple trees between 1” and 6” in diameter and girdle beech and maple trees between 6” and 12” in diameter either before or after the burn.

The proposed approximate 9.5-acre burn site is highlighted below:

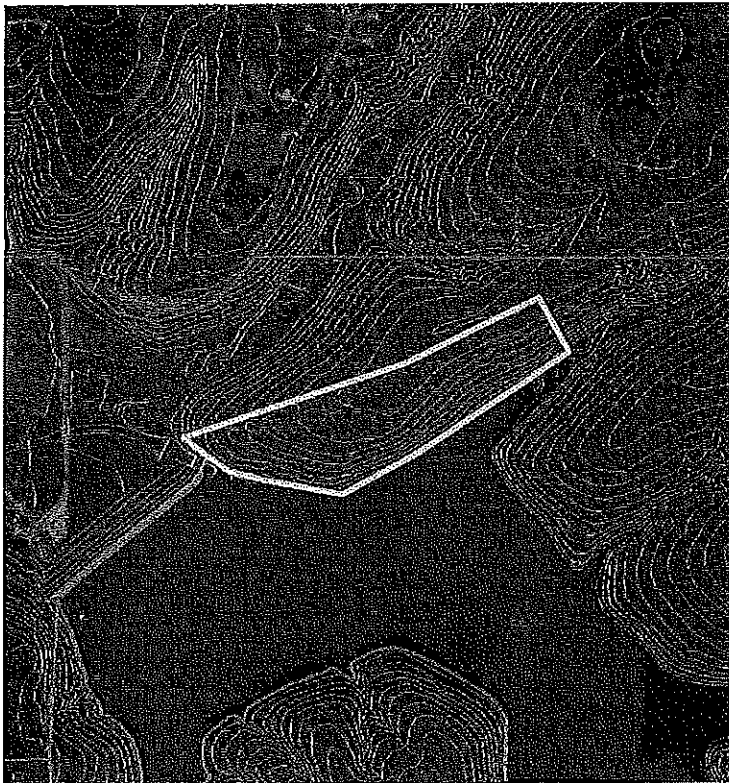


EXHIBIT B

“Project Schedule”

Burn shall be conducted in Spring or Fall 2023. Beech and maple tree removal will be done between November 16, 2022 and December 31, 2023. The final burn schedule will be determined by forecasted weather conditions during the burn season.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

HABITAT SOLUTIONS WILDLIFE AND FOREST MGMT.

By: _____
Signature

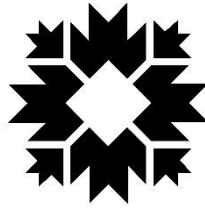
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-6

Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: November 15, 2022
SUBJECT: CONTRACT WITH 4 U LAWN AND LANDSCAPE FOR CONCRETE
INSTALLATION AT ROSE HILL CEMETERY

Recommendation

Staff recommends approval of a contract with 4 U Lawn and Landscape for the installation of approximately 500 square feet of concrete and curbing at the Rose Hill cemetery.

The amount is not to exceed \$9,175 and will be split between two funding sources:

- 977-18-18016A-54510 (interest from 2016 GO Bonds, Series A): \$8,200
- 200-18-189501-53990: \$975

Background

Throughout 2022, the department has worked to arrange contracts for the installation of a scatter garden at the Rose Hill cemetery. This contract is the final piece needed to complete the infrastructure for the scatter garden. 4 U Lawn and Landscape will install approximately 500 square feet of concrete, including curbing to protect the historic stone columns, along the west side of the new scatter garden site (between the road and path/lawn).

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
4 U LAWN AND LANDSCAPE, LLC
FOR
CONCRETE INSTALLATION AT ROSE HILL CEMETERY**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and ~~VET Environmental Engineering, LLC ("Contractor")~~, 4 U Lawn and Landscape, LLC

WITNESSETH:

WHEREAS, the Department wishes to install concrete at the site of the new Rose Hill Cemetery scatter garden; and

WHEREAS, the Department requires the services of a professional Contractor in order to provide the concrete installation; and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. 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 April 30, 2023 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 Tim Street as the Department's Project Manager. 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"). 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 expeditiously as is necessary for the orderly progress of the

work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed nine thousand one hundred seventy five dollars (\$9,175.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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 schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Mader Design of any such termination and the reasons therefor in writing.

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All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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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.
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Department:

Contractor:

City of Bloomington	4 U Lawn and Landscaping
Tim Street	Chris Underwood
401 N. Morton, Suite 250	6292 E State Road 45
Bloomington, Indiana 47402	Bloomington, IN 47408

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

4 U LAWN AND LANDSCAPING

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Name and Title

Kathleen Mills, President,

Board of Park Commissioners

EXHIBIT A

“Scope of Work”

- Prepare, form, pour, and finish an approximately 500 square feet of concrete (approx. 77' x 6.5') with a typical brushed finish. Concrete shall be poured to a depth of 6" and reinforced with fiber mesh. Concrete mix shall be submitted for approval before installation. Concrete will connect along the existing road on the west side and to the existing path on the east side.
- Install approximately 9 linear feet of typical 6" inch curb at the north and south end (18 lft total) of the new pad to protect the existing limestone pillars. The curbs should taper at each end to return to flush grade.
- Installed concrete shall meet ADA and PROWAG standards. The slope of the concrete may follow the slope of the road on the west side of the installation, with an east-west cross-slope of less than two percent.
- As part of site preparation, cut along existing asphalt road and cut and remove existing stone walkway where it intersects to appropriately form and pour new concrete.
- Any dirt excavated as part of concrete preparation may be left on-site at a location approved by the City's project manager. Contractor is not responsible for any grading, seeding, or strawing at the conclusion of the installation.
- Work shall be completed by April 30, 2023.

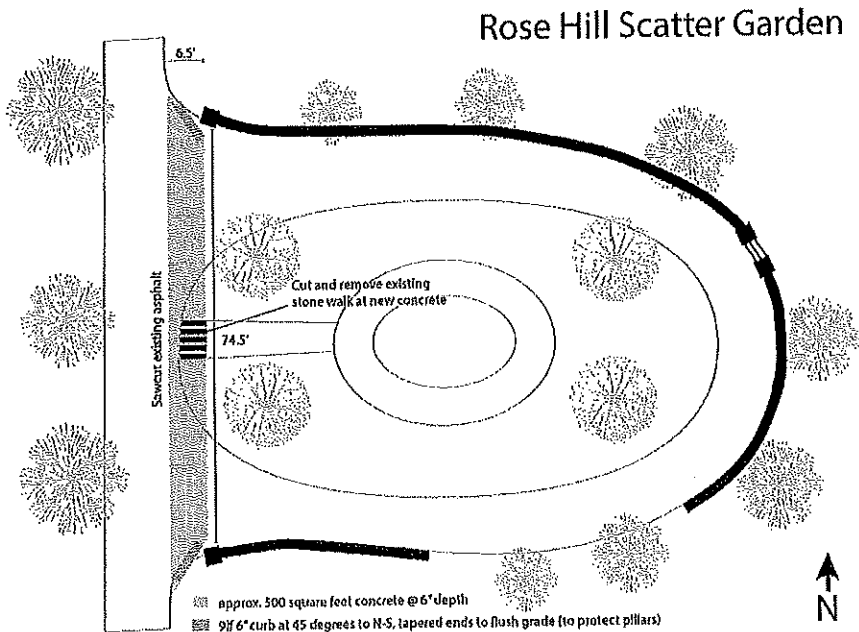


EXHIBIT B

“Project Schedule”

The project and associated construction administration is to be completed no later than April 30, 2023.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

4 U Lawn and Landscaping, LLC

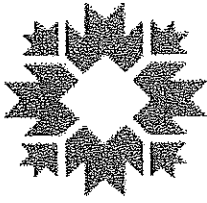
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
parks and recreation

CITY OF BLOOMINGTON

G

Date:

Parks Division:

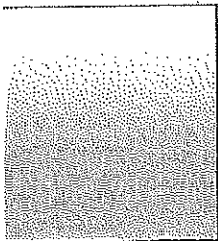
Requested By:

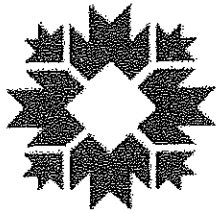
Safe Guard

QTY.	SIZE	ITEM DESCRIPTION	Leafing Mailer
15,500		Leafing Mailer Card (Set up & Print)	No Response
		Postage (Estimate)	
		TOTAL	\$0.00

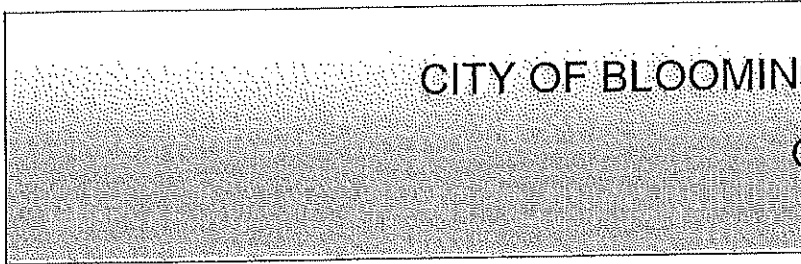
Notes or Comments:

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CITY OF BLOOMINGTON
parks and recreation



Date: 11/1/22
Parks Division: Operations
Requested By: Tim Street

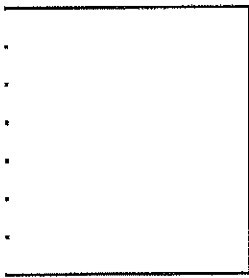
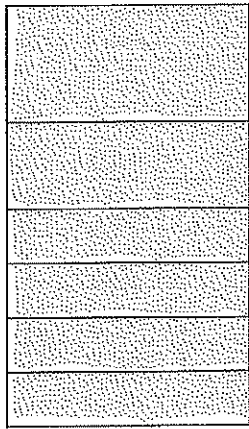
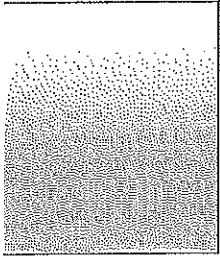
QTY.	SIZE	ITEM DESCRIPTION	Groomer
		Concrete installation at Rose Hill Scatter Garden	\$14,289.75
		TOTAL	\$14,289.75

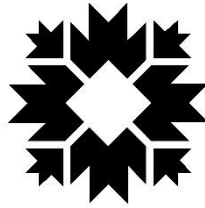
Notes or Comments:

**GTON PARKS AND REC DEPARTMENT
QUOTE TABULATION**

River Town	Western Specialty Contractors	All American Construction and Hauling	4 U Lawn & Landscape	
\$13,895.00	\$12,750.00	\$10,120.00	\$9,175.00	
\$13,895.00	\$12,750.00	\$10,120.00	\$9,175.00	

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CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-7
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: November 15, 2022
SUBJECT: APPROVAL OF REVISED POLICY #6090 – SAFETY AND SECURITY

Recommendation

Staff recommends approval of revised policy 6090 – Safety & Security.

Background

The Parks Safety and Security Policy 6090 has been updated to remove outdated sections regarding a former security training program partnership between Parks and IUPD. It has also been updated to reflect the policies apply to “hired or contracted” security personnel.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director



CITY OF BLOOMINGTON

Parks and Recreation

Risk Management Policies

Park and Facility Safety and Security: 6090

Date: November 15, 2000

Reviewed: July 1, 2004

Reviewed: ~~October, 2020~~ November 2022

POLICY RE: Park/Facility Safety and Security Policies

POINT OF AUTHORITY

The responsibility and legal authority for the enforcement of park rules, city ordinances Indiana state law and statutes shall be assumed by local law enforcement agencies. The Division Director for Operations and Development shall be assigned as the person charged with the overall responsibility for park and facility safety and security. The Superintendent of Operations shall assume day to day responsibility for hiring, training, and supervision of the department's seasonal personnel. -In his/her absence, the Division Director of Operations and Development will assume those duties.

As designated by the Administrator, the Division Director of Operations and Development shall serve as liaison to the Bloomington Police Department and shall maintain consistent communications with the Chief of Police, Deputy Chief, Captain of the Uniform Division, and other staff as requested or designated by the Chief of Police.

The Superintendent of Operations shall maintain frequent and consistent communications with ~~the Captain of Detectives~~ the Bloomington Police Department regarding the employment and training of seasonal security officers employed by the Department.

SCOPE OF AUTHORITY

Seasonal security personnel employed and contracted by the department perform a wide variety of security and safety related duties. Pursuant to the authority and duties delegated to the Bloomington Police Department by Indiana Code 36-8-3-6, the City of Bloomington relies on the officers of that agency for enforcement of laws and ordinances on municipal property, including city parks and facilities.

The Department of Parks and Recreation shall hire and contract security officers to patrol its parks and facilities. Security officer's duties include monitoring activity at the parks, providing information and assistance to park patrons, reporting maintenance problems to the Superintendent of Operations, and reporting suspected illegal activity to the Bloomington Police Department.

Security officers may, if appropriate, ask unruly or trespassing patrons to cease problematic behavior or leave a park site or facility. However, these security officers do not have the authority to take any further action in regard to such patrons other than to report the situation to the Bloomington Police Department.



Risk Management Policies

Park and Facility Safety and Security: 6090

Date: November 15, 2000

Reviewed: July 1, 2004

Reviewed: ~~October, 2020~~ November 2022

Security officers employed or contracted by the Bloomington Parks and Recreation Department are not police officers. They shall not possess police powers any greater than those of the average citizen. Security officers shall not wear any uniform or present any identification that would tend to cause the average citizen to believe the security officer has police powers.

SCOPE OF AUTHORITY (continued)

Security officers are not authorized to carry firearms or other weapons; they may not detain or demand identification from any park patron, at any time. They may not act in any manner (except as stated above) to enforce laws or ordinances.

Security officers employed or contracted by the Department of Parks and Recreation shall be expressly prohibited from performing functions within the scope of authority normally assumed by the Bloomington Police Department or other local law enforcement agencies (Indiana State Police, Monroe County Sheriff, Indiana University Police, Federal Bureau of Investigation, Indiana Department of Natural Resources Conservation Officer).

Any exceptions to these policies must be made on a case-by-case basis with approval from the Administrator of the Department of Parks and Recreation, and the Chief of Police, and must be in accordance with all applicable laws and ordinances.

EMERGENCY/INCIDENT CHAIN OF COMMAND

Crisis, catastrophic, emergency conditions, or other related incidents occurring on department owned properties, or properties directly or indirectly affected by such incidents shall be immediately reported to the **Crisis Team Head** – the Department Administrator. In his/her absence, the Division Director of Operations and Development shall be notified. All department personnel shall strictly adhere to the established policies and direction of law enforcement and emergency personnel assigned to the incident, and shall provide assistance, personnel, and equipment as requested, **as spelled out in policy 10090 – Crisis Communication Plan.**

Call Out List Priority – Incident/Vandalism

1. Employee's Supervisor
2. Division Director
3. Superintendent of Operations
4. Operations Director
5. Administrative Staff

Risk Management Policies

Park and Facility Safety and Security: 6090

Date: November 15, 2000

Reviewed: July 1, 2004

Reviewed: ~~October, 2020~~ November 2022

Call Out List Priority – Major Accident

1. 911
2. Division Director or Administrative Staff
3. Employee’s Supervisor

Call Out List Priority – Emergency/Inclement Weather

1. Employee’s Supervisor
2. Division Director
3. Administrative Staff

EMERGENCY/INCIDENT CHAIN OF COMMAND (continued)

Incorporated By Reference – See Department of Parks and Recreation Policy Manual, section 4080, Seasonal Employee Manual, pages 21-23, Emergency Procedures/Call Out List. Also see Department of Parks and Recreation Policy Manual policies 10090 – Crisis Communication Plan and policy 7150 – Robbery Procedures.

TRAFFIC AND CROWD CONTROL

The responsibility for traffic and crowd control for department operated or sponsored special events and programs shall be borne by department staff. The Police department shall be given written advance notice of the event and shall be consulted on issues related to public safety and special event management.

Special events or programs operated or sponsored by the department requiring the closure of streets or alleys within the City of Bloomington shall require advance administrative approval of the Department of Public Works, and final approval from the Board of Public Works. Approved road closures shall require advance written notice to the following:

<u>City of Bloomington</u>	Indiana University (if applicable)
Department of Public Works	Local Radio and Television Stations
Street Department	Herald-Times
Utility Department	Indiana Daily Student
Risk Management Department	Monroe County Sheriff
Office of the Mayor	Monroe County Emergency Management
Police Department	Bloomington Hospital and EMS



CITY OF BLOOMINGTON

Parks and Recreation

Risk Management Policies

Park and Facility Safety and Security: 6090

Date: November 15, 2000

Reviewed: July 1, 2004

Reviewed: ~~October, 2020~~ November 2022

Private organizations and non-profits groups who receive permit approval to conduct a special event at a park property or facility shall bear all costs associated with crowd and traffic control. Such events shall be approved only after prior consultation with the Bloomington Police Department to assess what security measures may be warranted to ensure a safe event.

SECURITY TRAINING PROGRAM

~~The current policy of the department regarding seasonal security personnel is that only Indiana University Law Enforcement Cadets currently enrolled, or having successfully completed training from the state Law Enforcement Academy shall be employed. Training requirements shall include, but shall not be limited to the following:~~

- | | |
|-------------------------------------|---|
| Crime Scene Preservation | Incident Management |
| Gang Activity | Handling of Disruptive Behaviors |
| Accident Investigations | Handling of Evidentiary Items |

SECURITY TRAINING PROGRAM (continued)

~~Incorporated by Reference—See Bloomington Parks and Recreation Agency Accreditation Self Assessment Report, July 2000, Sections 8.3.1, 8.3.2., 8.3.3, 8.4.1.~~

IN-SERVICE TRAINING PROGRAM – EMPLOYEES

In-service training or other department training shall be as described in the Department of Parks and Recreation Policy Manual. Training shall be provided at a frequency to be determined by the Division Director (not less than seasonally), and shall include instruction on building security and alarm systems, evacuation plans and procedures, and communication with seasonal security personnel.

Topic specific training shall be provided by the Bloomington Police Department to seasonal camp counselor staff (Banneker Center, Kid City) regarding polices and procedures that shall be followed on lost children, vandalism, theft, etc. Training will also include discussion of emerging use trends, such as suspicious persons, gang activity, and gang graffiti.

Incorporated By Reference – Department of Parks and Recreation Policy Manual, sections 4.6.,and 14.



CITY OF BLOOMINGTON

Parks and Recreation

Risk Management Policies

Park and Facility Safety and Security: 6090

Date: November 15, 2000

Reviewed: July 1, 2004

Reviewed: ~~October, 2020~~ November 2022

IN-SERVICE TRAINING PROGRAM – VOLUNTEERS

The use of volunteers for assistance with programs and special events operated by the department is encouraged. All volunteers shall complete the required *Bloomington Parks and Recreation* Volunteer Waiver Statement before participation.

Volunteer classifications (categories 1-4) may require limited to extensive background investigations. The level of background investigation shall be primarily based on the volunteer's direct contact with other participants and children, and the duration of volunteer service in a department sponsored program or event. Background investigations shall be conducted by local and State law enforcement agencies. The cost for these services will be borne by the department.

The use of Community correction workers for security related functions other than parking operations with supervision provided by Community Corrections staff is expressly prohibited. Advance clearance from Employee Services is required before participation.

Incorporated By Reference – City of Bloomington Interdepartmental Memorandum issued by Jennifer Lloyd, Risk Management Attorney, August 30, 2000. See Department of Parks and Recreation Policy Manual, section 14010.

GENERAL SECURITY

Park and facility security shall be provided on a seasonal basis. During his period, a core of seasonal and contracted security officers shall be assigned to provide full daily coverage. As conditions warrant (special events, holidays, etc.) additional security coverage may be assigned based on budget limitations.

It shall not be the responsibility of the department to provide additional security personnel for events that may occur on park properties or facilities, but that are not sponsored or conducted by Bloomington Parks and Recreation.

All security officers will be provided with an adequate supply of department uniform apparel that shall be worn at all items while on duty. The uniform shall consist of dark colored trousers, a department shirt, jacket, and name badge. No additional apparel, badges, or other ornamentation or identification that could cause the average citizen to mistakenly confuse the park security officer for a police officer will be permitted.



CITY OF BLOOMINGTON

Parks and Recreation

Risk Management Policies

Park and Facility Safety and Security: 6090

Date: November 15, 2000

Reviewed: July 1, 2004

Reviewed: ~~October, 2020~~ November 2022

The department vehicle shall be utilized for official security functions only. The vehicle shall be maintained to acceptable appearance standards, and shall have an applied "Park Security" placard on both doors of the vehicle. The office will be equipped with a cell phone, pager, and two-way radio for communications.

No firearms of any kind shall be used, worn, or stored in department owned equipment while on duty. Instruction on the use of legally obtained personal protection equipment (baton, mace) may be determined to be appropriate in some situations and will be handled on a case by case basis.

Security officers shall complete a daily activity report at the completion of each shift, noting locations patrolled, time, and shall record any follow-up action required for maintenance and repair (i.e. graffiti removal, vandalism, outdoor light maintenance).

The department shall maintain a "zero tolerance" posture regarding graffiti. Security officers shall promptly report all known locations of graffiti to the Superintendent of Operations so appropriate corrective action may be taken within a 48 hour period.

GENERAL SECURITY (continued)

Department staff and security personnel shall be available on request by neighborhood associations regarding park security issues and concerns and the establishment of neighborhood park watch programs in coordination with Bloomington Police Department.

The department shall maintain a secure lock and key system to ensure the protection of all facilities and park sites. Keys shall be issued to authorized personnel only, and will be documented with a signed key inventory form. The individual site managers shall direct the maintenance and operation of facility alarm systems. Priority call out lists and access code information shall be distributed to authorized personnel only.

DISRUPTIVE BEHAVIORS

The department has established policies and procedures regarding disruptive and aggressive behaviors as detailed in the department policy manual.



CITY OF BLOOMINGTON

Parks and Recreation

Risk Management Policies

Park and Facility Safety and Security: 6090

Date: November 15, 2000

Reviewed: July 1, 2004

Reviewed: ~~October, 2020~~ November 2022

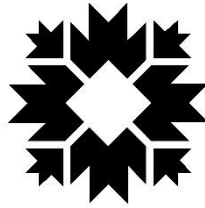
Incorporated By Reference – Department Parks and Recreation Policy Manual, policies 6070 and 6080.

EVIDENTIARY ITEMS

Department staff and security personnel shall receive training from the Bloomington Police Department on an as-needed basis. Training will be provided in an effort to ensure staff does not intentionally or unknowingly, compromise a crime scene at a park site or facility, or the integrity of evidentiary materials at the crime scene.

REPORTING PROCEDURES

Security personnel shall utilize the Daily Activity Report, Incident Report, and Report of Accident for documentation. These reports shall be completed in accurate and complete detail and submitted to the Superintendent of Operations at the conclusion of the shift.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-8
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: November 15, 2022
SUBJECT: PARK POLICY UPDATES FOR MULTI-USE TRAILS AND SECURITY

Recommendation

Staff recommends approval of new policy 13210 – Multi-Use Trail Design & Operations.

Background

The Multi-Use Trail Policy 13210 is proposed to be added to the Policy Manual to reflect the Parks department's obligation and commitment to using professional engineers in the design of trails, as well as collaborating with the City Engineer (or their designee) on trail closures. It specifies when trail closures will be brought before the Board of Park Commissioners in the future for approval.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director



Parks & Facilities Policies

Multi-Use Trail Design & Operations– 13210

Date: November 15, 2022

POLICY RE: Multi-Use Trail Design & Operations

The Parks and Recreation Department operates dozens of miles of trails throughout the City of Bloomington, ranging from small hiking trails to the B-Line trail. Multi-Use Trails are generally hard-surface paths that do not follow roads that are designed and maintained to provide both transportation and recreation opportunities for users. These trails have varying degrees of transportation importance.

Class I Trails: serve an important transportation function and have few or no similar alternative routes.

- B-Line Trail
- Jackson Creek Trail
- Rail Trail
- Power Line Trail (when complete)

Class II Trails: serve a transportation function, but are not critical connectors and have similar alternative routes.

- B-Line Broadview Access Trail
- B-Link Trail
- Bryan Park (E-W Allen Greenway connector and N-S trail that functions as sidewalk).
- Clear Creek Trail
- Polly Grimshaw Trail
- Cascades Trail & Path System
- Southeast Trail

Class III Trails: function mostly as recreation facilities and have less importance as transportation facilities.

- Loop trails (RCA, Butler Park, Olcott Park, Winslow Sports, remainder of Bryan Park loop trail)
- The Mill Trail
- Creek's Edge Trail
- All soft-surface and hiking trails
- Small connector trails in Parks

Professional Engineering

Parks shall work with professional engineers when designing trails by hiring an outside engineering firm or by consulting on decisions with the City Engineer or their designee. The City Engineer or their designee shall be consulted on operational questions for trails that pertain to transportation design, including but not limited to: road crossings, temporary closures, pavement markings, and traffic signage.



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Policies Multi-Use Trail Design & Operations– 13210

Date: November 15, 2022

Temporary Closures

Trail closures shall be approved according to the chart below, unless an emergency dictates an immediate closure. Third parties wishing to close a portion or all of a trail will work with Parks and Recreation staff members to get approval for closures in accordance with this policy. When full trail closures occur on Class I trails, users should be provided with a convenient and accessible path that replicates as nearly as practicable the most desirable characteristics of the existing facility (Indiana Manual on Uniform Traffic Control Devices [“MUTCD”] §6D.01.07.C). Many trails lack similar alternative routes, but temporary traffic control plans will be determined and designed in consultation with the City Engineer or their designee. Temporary closures shall be marked with MUTCD-compliant signage in accordance with Bloomington Municipal Code §12.08.100.

Emergency Closures

An emergency closure of a Class I trail shall be done so as to provide users with a convenient and accessible path that replicates as nearly as practicable the most desirable characteristics of the existing facility and may be executed without first obtaining the approvals designated in the chart below. An emergency is defined as a sudden and unexpected circumstance that, if left uncorrected, will cause serious damage to property or jeopardize the safety and health of persons. Parks and Recreation staff shall be immediately notified of any emergency trail closure (in no circumstance shall Parks and Recreation staff be notified of an emergency later than one business day after the closure). Parks and Recreation staff shall then follow the steps outlined in this policy and, if such action is warranted per the chart below, place the closure on the next scheduled Board of Park Commissioners' agenda for consideration.



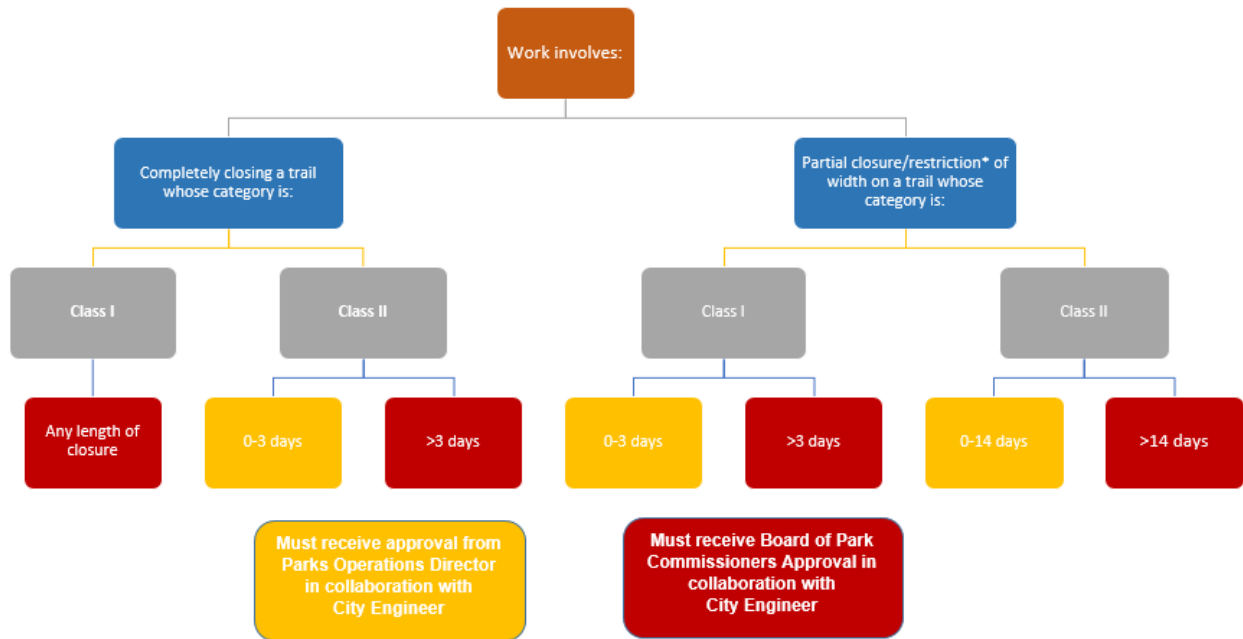
CITY OF BLOOMINGTON

Parks and Recreation

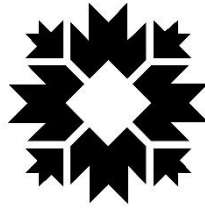
Parks & Facilities Policies Multi-Use Trail Design & Operations– 13210

Date: November 15, 2022

City of Bloomington Parks and Recreation Department – Trail Closure Policy Chart



*In accordance with ADA guidelines, at least a 5-ft wide section of trail must remain open during partial closures.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-9
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: November 15, 2022
SUBJECT: PARK POLICY UPDATES FOR MULTI-USE TRAILS AND SECURITY

Recommendation

Staff recommends approval of new policy 13220 – Multi-Use Trail Etiquette & Signage.

Background

The Multi-Use Trail Policy 13220 is proposed to be added to the Policy Manual to reflect updated trail policies regarding motorized vehicles, including e-Bikes and similar vehicles (allowing them to be used at speeds of up to 20 mph). These updated trail rules were vetted through various City departments and also incorporate feedback from the Bike and Pedestrian Safety Commission.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director



Parks & Facility Policies

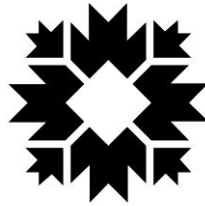
Multi-Use Trail Rules & Signage – 13220

Date: November 15, 2022

POLICY RE: Trail Rules & Trailhead signage

The following policies and rules apply to all hard-surface trails and will be posted online and at trailhead signage, where applicable.

- Keep right except to pass. Announce passing to other trail users.
- Bicycles and similar vehicles equipped with electric motors are permitted on trails when operated with a maximum speed of 20mph. With the exception of mobility aids, all other motorized vehicles are prohibited.
- Obey all traffic laws and posted signs.
- Wear proper safety attire. Use of helmets by bicycle riders and skaters is strongly recommended.
- When stopping, move off the pavement so that other trail users may pass safely.
- Alcoholic beverages, fireworks and explosives of any kind and sales, solicitation and advertising are prohibited.
- Respect private property.
- Don't trample, pick or disturb native plants and wildflowers along the trail.
- Exercise caution and reduce speed when passing or around groups or congested areas.
- Do not litter.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-10
Date: 11/2/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: November 15, 2022
SUBJECT: REVIEW/APPROVAL OF COMMERCIAL SERVICE OF BLOOMINGTON
HVAC EQUIPMENT MAINTENANCE AGREEMENT

Recommendation

Staff recommends approval of the Commercial Service of Bloomington HVAC preventive maintenance service agreement for the Twin Lakes Recreation Center. Non-Reverting 201-18-185000-53610 budget line will be used to pay for these services in an amount not to exceed \$9,268.75

Background

Commercial Service has successfully serviced the HVAC system at the TLRC. It was recommended the TLRC continue with Commercial Service to provide the preventive maintenance service again in 2023.

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the work involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or service as the need arises.

RESPECTFULLY SUBMITTED,

Daren Eads, Sports Facility Coordinator

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
COMMERCIAL SERVICE OF BLOOMINGTON
FOR
TWIN LAKES RECREATION CENTER
COMMERCIAL HVAC PREVENTIVE MAINTENANCE AGREEMENT**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to have HVAC equipment serviced at the Twin Lakes Recreation Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the HVAC preventive maintenance at the Twin Lakes Recreation Center (the "Services" as further defined below); and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. 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, 2023, 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 Daren Eads, Facility Coordinator as the Department's Project Manager. 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 expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Two Hundred Sixty Eight Dollars and Seventy Five Cents (\$9,268.75). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Daren Eads
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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 schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. 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 12. 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 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. 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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the 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. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. 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 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the 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 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 20. Governing Law and Venue

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

Article 21. 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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. 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 23. 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 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:	Contractor:
City of Bloomington	Commercial Service of Bloomington
Attn: Daren Eads	Mindy Query
401 N. Morton, Suite 250	P.O. Box 91
Bloomington, Indiana 47404	Bloomington, IN 47402

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON
BLOOMINGTON

COMMERCIAL SERVICE OF

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

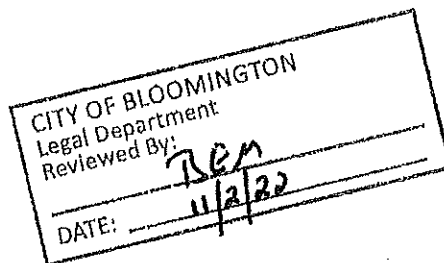


EXHIBIT A

“Scope of Work”

The Services shall include the following:

Spring – Cooling PM

- *Performance Testing*
 - Gauge check of refrigerant level
 - Inspect for refrigerant leaks
 - Verification of superheat and sub-cooling
 - Cycle/test operation of air conditioner
 - Measure temperature drop across the evaporator coil
 - Condenser Motor
 - Check motor for wear and lubricate bearings as required
 - Check amperage, compressor contactor, and amp draw across compressor
 - Ensure proper airflow
 - Replace pleated filters

- *Visual Inspection*
 - Outdoor condenser coil
 - Wash debris and dirt from unit
(If splitting of condenser coil is required for cleaning, an additional fee will be invoiced separately)
 - Indoor evaporator coil (if accessible)
 - Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as required
 - Fan blades
 - Check for fractures and wear
 - Safety Controls
 - Inspect and test for proper operation

- *Electrical System*
 - Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
 - Tighten and/or clean connections
 - Ensure operation of thermostat(s)
 - Check voltage drops and amp draws

- *Condensate Removal System*
 - Inspect and clean condensate drain line from evaporator coil to drain

- *Miscellaneous*

- Provide detailed list of recommended repairs and actions
- Provide suggestions for improved equipment operation, efficiency, and dependability

Fall – Heating PM

- **Performance Testing**
 - Ensure proper ignition and inspect/clean flame signal and sensor
 - Cycle/test operation of furnace
 - Ensure proper temperature rise
 - Inspect heat exchanger
 - Check for cracks
 - Ensure proper operation of pressure switch
 - Ensure proper airflow
 - Replace pleated filters
- **Visual Inspection**
 - Burners
 - Inspect/clean and adjust for max efficiency
 - Gas valves and pipes
 - Inspect for gas leaks
 - Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as needed/required
 - Check belt(s), if present, and replace once a year
 - Inspect flue and draft inducer
 - Safety Controls
 - Inspect and test for proper operation
 - Carbon monoxide test for gas furnaces and package units
- **Electrical System**
 - Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
 - Tighten and/or clean connections
 - Ensure operation of thermostat(s)
 - Check voltage drops and amp draws
 - Amperage check
 - Draft inducer motor, blower motor, and hot surface ignitor
 - Ensure proper capacitor values
- **Electric furnaces**
 - Inspect heating element and verify sequencer operation
- **Miscellaneous**
 - Provide detailed list of recommended repairs and actions
 - Provide suggestions for improved equipment operation, efficiency, and dependability

EXHIBIT B

“Project Schedule”

Commercial Service will schedule service visits at the following times:

February 2023

Filter change & Belt replacement on exhausters

May 2023

Full preventive maintenance with filter changes

August 2023

Filter change & inspect condenser coils (recommend cleaning if needed)

November 2023

Full preventive maintenance with filter changes

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Commercial Service of Bloomington

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



Commercial Service

Heating Cooling Plumbing

2023

4 VISIT PREVENTIVE MAINTENANCE AGREEMENT

Commercial Service of Bloomington, Inc. ("CSB") and City of Bloomington Parks and Recreation ("Customer") agree as follows:

- I. **Scope of Service:** This is a preventive maintenance (PM) agreement. During the term of this Agreement, CSB shall provide PM and testing services for the Customer's Covered Equipment (as identified below) located at the following address:

Twin Lakes Recreation Center, 1700 W Bloomfield Rd, Bloomington, IN 47403

- a. Services provided by CSB to Customer will include the following, where applicable:

Spring – Cooling PM

• **Performance Testing**

- Gauge check of refrigerant level
 - Inspect for refrigerant leaks
- Verification of superheat and sub-cooling
- Cycle/test operation of air conditioner
- Measure temperature drop across the evaporator coil
- Condenser Motor
 - Check motor for wear and lubricate bearings as required
 - Check amperage, compressor contactor, and amp draw across compressor
- Ensure proper airflow
 - Replace pleated filters

• **Visual Inspection**

- Outdoor condenser coil
 - Wash debris and dirt from unit
(If splitting of condenser coil is required for cleaning, an additional fee will be invoiced separately)
- Indoor evaporator coil (if accessible)

- Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as required
- Fan blades
 - Check for fractures and wear
- Safety Controls
 - Inspect and test for proper operation

• **Electrical System**

- Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
 - Tighten and/or clean connections
 - Ensure operation of thermostat(s)
 - Check voltage drops and amp draws

• **Condensate Removal System**

- Inspect and clean condensate drain line from evaporator coil to drain

• **Miscellaneous**

- Provide detailed list of recommended repairs and actions
- Provide suggestions for improved equipment operation, efficiency, and dependability



Commercial Service

Heating Cooling Plumbing

Fall – Heating PM

- **Performance Testing**

- Ensure proper ignition and inspect/clean flame signal and sensor
- Cycle/test operation of furnace
- Ensure proper temperature rise
- Inspect heat exchanger
 - Check for cracks
- Ensure proper operation of pressure switch
- Ensure proper airflow
 - Replace pleated filters

- **Visual Inspection**

- Burners
 - Inspect/clean and adjust for max efficiency
- Gas valves and pipes
- Inspect for gas leaks
- Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as needed/required
 - Check belt(s), if present, and replace once a year
- Inspect flue and draft inducer
- Safety Controls

- Inspect and test for proper operation
- Carbon monoxide test for gas furnaces and package units

- **Electrical System**

- Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
 - Tighten and/or clean connections
 - Ensure operation of thermostat(s)
 - Check voltage drops and amp draws
- Amperage check
 - Draft inducer motor, blower motor, and hot surface ignitor
- Ensure proper capacitor values

- **Electric furnaces**

- Inspect heating element and verify sequencer operation

- **Miscellaneous**

- Provide detailed list of recommended repairs and actions
- Provide suggestions for improved equipment operation, efficiency, and dependability

b. **Covered Equipment:** The Customer's equipment covered by this Agreement ("Covered Equipment") is as follows:

- Five (5) Package Units
- Two (2) Exhausters

c. **Maintenance Schedule:** CSB will plan service at the following times:

- Full preventive maintenance with filter changes
 - May 2023 & November 2023
- Filter change & inspect condenser coils (recommend cleaning if needed)
 - August 2023
- Filter change & belt replacement on exhausters
 - February 2023

II. **Services Not Included:** The services to be provided by CSB under this Agreement are limited to those set forth in the Scope of Service. This Agreement shall not include inspection of electrical or mechanical equipment outside the Covered Equipment, any repairs or replacements required because of negligence, misuse of equipment, any repairs or materials necessary because of fire, flood, acts of God, a shortage of electrical supply, sabotage, vandalism, damage caused by freezing, or any service or material not specifically set forth in this agreement.

III. **Additional Repairs and Service:** In some cases, the maintenance and testing performed by CSB will result in a recommendation that additional services and materials (i.e. not included within the Scope of Service) be performed for the Customer. In such event, CSB shall obtain approval from the Customer (by its representative) before any work outside the Scope of Services is performed. Any such work outside the Scope of Service, including parts and labor, shall be invoiced separately and shall be the responsibility of the Customer. In most cases, repairs outside the Scope of Service can be accomplished within one to three days. However, in some case, additional time is necessary.



Commercial Service
Heating Cooling Plumbing

- IV. **Price:** Customer shall pay CSB the sum of \$9,268.75 for performance of the services set forth in this agreement. This amount shall be paid in one (1) installment which is due within 30 days upon signing of contract. In the event CSB is required to employ an attorney to enforce the terms of this agreement, Customer shall be responsible for reasonable attorney fees and costs incurred.
- V. **Limitation of Liability:** Customer agrees that this is a limited services agreement. Therefore, Customer agrees that CSB shall not be responsible for any damage to Customer's personal property or personal injury, loss of income or loss of revenue to Customer or its employees or patrons arising out of the work performed by CSB under this Agreement. CSB provides a limited warranty on service work performed under this contract.
- VI. **Term and Termination:** The term of the Agreement is for one (1) calendar year and commences upon the date of signature of both parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event Customer has paid the full agreement price as of the date of termination, then CSB shall return the pro-rated unused portion of the contract price to Customer.

By their signatures below, the parties agree to be bound by the above and foregoing terms and conditions.

**COMMERCIAL SERVICE OF
BLOOMINGTON, INC. ("CSB")**

**CITY OF BLOOMINGTON
PARKS AND RECREATION
"CUSTOMER"**

Mindy Query 10.11.2022
By _____ Date

By _____ Date

Mindy Query

Printed Name

Printed Name

Commercial Contracts Manager

Title

Title

mquery@commercialservice.com

Email

Email

Tax Exempt Status

Yes

No

Tax Exempt # _____

If Yes, please include a copy of your ST-105

2023

4 VISIT PREVENTIVE MAINTENANCE AGREEMENT

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 - Condenser Motor
 - Check motor for wear and lubricate bearings as required
 - Check amperage, compressor contactor, and amp draw across compressor
 - Ensure proper airflow
 - Replace pleated filters
- **Visual Inspection**
 - Outdoor condenser coil
 - Wash debris and dirt from unit
(If splitting of condenser coil is required for cleaning, an additional fee will be invoiced separately)
 - Indoor evaporator coil (if accessible)
- Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as required
- Fan blades
 - Check for fractures and wear
- Safety Controls
 - Inspect and test for proper operation
- **Electrical System**
 - Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
 - Tighten and/or clean connections
 - Ensure operation of thermostat(s)
 - Check voltage drops and amp draws
- **Condensate Removal System**
 - Inspect and clean condensate drain line from evaporator coil to drain
- **Miscellaneous**
 - Provide detailed list of recommended repairs and actions
 - Provide suggestions for improved equipment operation, efficiency, and dependability

Fall – Heating PM

- **Performance Testing**
 - Ensure proper ignition and inspect/clean flame signal and sensor
 - Cycle/test operation of furnace
 - Ensure proper temperature rise
 - Inspect heat exchanger
 - Check for cracks
 - Ensure proper operation of pressure switch
 - Ensure proper airflow
 - Replace pleated filters
- **Visual Inspection**
 - Burners
 - Inspect/clean and adjust for max efficiency
 - Gas valves and pipes
 - Inspect for gas leaks
 - Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as needed/required
 - Check belt(s), if present, and replace once a year
 - Inspect flue and draft inducer
 - Safety Controls
- Inspect and test for proper operation
- Carbon monoxide test for gas furnaces and package units
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 - Two (2) Exhausters
- c. **Maintenance Schedule:** CSB will plan service at the following times:
- Full preventive maintenance with filter changes
 - May 2023 & November 2023
 - Filter change & inspect condenser coils (recommend cleaning if needed)
 - August 2023
 - Filter change & belt replacement on exhausters
 - February 2023

II. **Services Not Included:** The services to be provided by CSB under this Agreement are limited to those set forth in the Scope of Service. This Agreement shall not include inspection of electrical or mechanical equipment outside the Covered Equipment, any repairs or replacements required because of negligence, misuse of equipment, any repairs or materials necessary because of fire, flood, acts of God, a shortage of electrical supply, sabotage, vandalism, damage caused by freezing, or any service or material not specifically set forth in this agreement.

III. **Additional Repairs and Service:** In some cases, the maintenance and testing performed by CSB will result in a recommendation that additional services and materials (i.e. not included within the Scope of Service) be performed for the Customer. In such event, CSB shall obtain approval from the Customer (by its representative) before any work outside the Scope of Services is performed. Any such work outside the Scope of Service, including parts and labor, shall be invoiced separately and shall be the responsibility of the Customer. In most cases, repairs outside the Scope of Service can be accomplished within one to three days. However, in some case, additional time is necessary.



Commercial Service

Heating Cooling Plumbing

- IV. **Price:** Customer shall pay CSB the sum of \$9,268.75 for performance of the services set forth in this agreement. This amount shall be paid in one (1) installment which is due within 30 days upon signing of contract. In the event CSB is required to employ an attorney to enforce the terms of this agreement, Customer shall be responsible for reasonable attorney fees and costs incurred.
- V. **Limitation of Liability:** Customer agrees that this is a limited services agreement. Therefore, Customer agrees that CSB shall not be responsible for any damage to Customer's personal property or personal injury, loss of income or loss of revenue to Customer or its employees or patrons arising out of the work performed by CSB under this Agreement. CSB provides a limited warranty on service work performed under this contract.
- VI. **Term and Termination:** The term of the Agreement is for one (1) calendar year and commences upon the date of signature of both parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event Customer has paid the full agreement price as of the date of termination, then CSB shall return the pro-rated unused portion of the contract price to Customer.

By their signatures below, the parties agree to be bound by the above and foregoing terms and conditions.

COMMERCIAL SERVICE OF
BLOOMINGTON, INC. ("CSB")

CITY OF BLOOMINGTON
PARKS AND RECREATION
"CUSTOMER"

Mindy Query 10.11.2022
By Date

By Date

Mindy Query

Printed Name

Printed Name

Commercial Contracts Manager

Title

Title

mquery@commercialservice.com

Email

Email

Tax Exempt Status

Yes

No

Tax Exempt # _____

If Yes, please include a copy of your ST-105