

Board of Public Works Meeting

November 22, 2022



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

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

**AGENDA
BOARD OF PUBLIC WORKS
November 22, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, November 22, 2022 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/83690576968?pwd=a2lySnFPTk1YeVhRT3RxTWdFTX RiUT09>

Meeting ID: 836 9057 6968 Passcode: 255144

The City offers virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3411 or email public.works@bloomington.in.gov.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTANCES

1. Appeal Notice of Violation # 62022-10-0085 at 530 S. Washington Street

III. CONSENT AGENDA

1. Approval of Minutes November 07, 2022
2. Addendum #2 to 2022 Kone Service Agreement
3. 2023 Service Agreement with Economy Pest & Termite
4. 2023 Service Agreement with Everywhere Signs
5. 2023 Service Agreement with HFI for HVAC Repairs and Maintenance
6. 2023 Service Agreement with HFI for Plumbing Repairs and Maintenance
7. 2023 Service Agreement with Indiana Door & Hardware
8. 2023 Service Agreement with Nature's Way
9. 2023 Service Agreement with Photizo, LLC dba Fish Window Cleaning
10. 2023 Service Agreement with Thrasher Landscaping
11. 2023 Service Agreement with Umphress Masonry
12. Approval of Payroll

IV. NEW BUSINESS

1. Change Orders #1 & #2 for the Jackson Creek Trail Phase II Project
2. Change Order #8 for the 7th Street Protected Bike Lane Project
3. Preliminary Engineering Agreement with CSX Transportation, Inc.
4. Alley Right-of-Way Dedication at 400 W. 7th Street (Johnson Creamery)
5. Change Orders #1 & #2 for the Crosswalks HSIP Project
6. Contract with E&B Paving for the W. Allen St. Greenway Project
7. Lane and Sidewalk Closure Requests from AEG

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

STAFF REPORT

NO APPEAL garbage recyclable materials yard waste

Appellant Information:

Name: Joseph Davis
Address: 530 S. Washington St.
Bloomington, IN
Date Appealed: 10/14/2022

NO Information:

Date Issued: 10/07/2022
By: Rob Council
Where: 530 S. Washington St., Bloomington, IN
For: garbage, recyclable materials, yard waste

Attachments:

1. Notice of violation
2. Written appeal by Mr. Davis
3. Photographs submitted by HAND
4. Proposed Order denying this Appeal

Controlling Ordinances: BMC 6.06.020 BMC 6.06.070a BMC 6.06.070b 7

Ordinance Language:

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

a For purposes of issuing a NO, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property property owner(s) and/or any persons who have caused the violation.

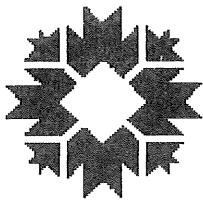
b That the NO may be appealed to the board, provided the appeal is in writing and filed with the board no later than seven days from the date of the NO.

Discussion:

1. NO 2022-10-0085 was timely appealed.
2. Rob Council observed garbage, yard waste and recyclable materials deposited on the Property on October 14, 2022.
3. It is a violation of BMC 6.06.020 for any person to throw, place, or scatter or to suffer or permit any garbage, yard waste and/or recyclable materials to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

Staff Recommendation:

1. Deny the appeal of NO 2022-10-0085



Notice of Violation

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

Date 10/7/22 Time 1:45 Address/location 530 S. Washington St 47401

Issued by: 207

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62022-10-0085

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

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

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

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

Comments: _____

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

Owner Name Joseph Davis
 Address 530 S. Washington St
 City Bloomington State IN
 Zip Code 47401

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

BPW: _____

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



Appeal of Trash Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A **copy** of the Trash citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the Trash citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of

Name: Joseph B. Davis Phone Number 812-339-3017

Citation Number: 62022-10-0085 Date on Trash Citation: 10-7-22 (received by mail on 10-
(Located in the top right hand corner of the citation)

Local Address:
530 S. Washington St.
Bloomington, IN 47401

Permanent Address:

Today's Date: 10-14-22

Reason for Appeal: Once again there has been no communication from officer #207 Rob Council as to what his concerns are? Due to his inability to responsibly communicate with me, I requested John Hewett to assign to me a new compliance officer on 9-29-22. This was met with no response. It has been 'radio silence' from HAND since the time of my previous failed appeal on the same citation issue. All this has taken place despite Adam Wason telling the appeal board that the City would better define their compliance concerns in writing to me.

(Further factual information will be forthcoming as I prepare for the appeal hearing.)

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Trash citation and received the date of _____
When the Board of Public Works will consider my appeal.

Joseph B. Davis
Signature

10-14-22
Date

For use by Public Works:
Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____



REGISTER FOR THE RAFFLE!
✓ TRIZES
1/5
1/5
BE GOOD FOR 9!













INDIANA NATURAL
BUILDERS







City of Bloomington's Board of Public Works
Order on Appeal of Notice of Violation
Ticket []-[]-1 []-[]

This matter is before the Board of Public Works for the Appeal of a Notice of Violation under ticket numbers []62022-10-0085 (the "NOV") at 530 S. Washington Street, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 22, 2022.

The Board of Public Works now finds as follows:

1. Mr. Joe Davis ("Appellant") did timely appeal the NOV.
2. Appellant resides at the Property. Appellant is therefore a "responsible party" pursuant to BMC § 6.06.070 which provides: "the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property [] property owner [] and/or any persons who have caused the violation."
3. Rob Council inspected the property on October 14, 2022 and observed garbage, recyclable materials and yard waste deposited upon the Property.
4. It is a violation of BMC [] 6.06.020 to either place or suffer or permit garbage, recyclable materials and/or yard waste to be deposited on your property.
5. The facts support a finding that Appellant did himself placed garbage, recyclable materials and yard waste on his property all in violation of BMC []6.06.020.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby DENIES the appeal of NOV [] []62022-10-0085.

So Ordered this []nd Day of November [] [] [] []

[]yla Cox-Deckard, President
Board of Public Works
City of Bloomington

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

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Jennifer Lloyd
Elizabeth Karon

ROLL CALL

City Staff: April Rosenberger -- Public Works
Paul Kehrberg – Engineering
Jason Kerr -- Engineering
Sara Gomez -- Engineering
Matt Smethurst – Engineering
Patrick Dierkes – Engineering
J. D. Boruff – Public Works

MESSAGES FROM BOARD MEMBERS

Kyla Cox Deckard urged everyone to vote.

None

PETITIONS & REMONSTRANCES

1. Approval of Minutes; October 25, 2022
2. Resolution 2022-81; Renew Mobile Vendor; Pappy Shack
3. Resolution 2022-82; Canopy of Lights
4. Addendum #5 to Agreement for the Purchase and Delivery of Fuel
5. Supplement #1 to 2022 Economy Pest Control Service Agreement
6. Supplement #1 to 2022 Indiana Door & Hardware Service Agreement
7. Supplement #2 to 2022 HFI HVAC Service Agreement
8. 2023 Service Agreement with Bounds Flooring
9. 2023 Service Agreement with Bruce Home Improvements
10. 2023 Service Agreement with Commercial Service
11. 2023 Service Agreement with Trinkle Snowplowing
12. Approval of Payroll

CONSENT AGENDA

Karon made a motion to approve the Consent Agenda. Lloyd seconded. All in favor, motion is passed.

April Rosenberger, Public Works, presented Resolution 2022-84; Renew Mobile Vendor; Community Kitchen Food Truck. See meeting packet for details.

NEW BUSINESS
Resolution 2022-84; Renew Mobile Vendor; Community Kitchen Food Truck

Board Comments: Cox Deckard announced her recusal from the vote because she serves on the Board of the Community Kitchen

Lloyd made a motion to approve Resolution 2022-84; Renew Mobile Vendor; Community Kitchen Food Truck. Karon seconded. All in favor, motion is passed with one recusal.

Paul Kehrberg, Engineering, presented Street Closure Request from Gilliatte General Contractors along S. Grant St. north of E. 3rd. St. (November 08, 2022- April 15, 2023). See meeting packet for details.

Street Closure Request from Gilliatte General Contractors along S. Grant St. north of E. 3rd. St. (November 08, 2022- April 15, 2023)

Board Comments: Cox Deckard thanked City staff and Gilliatte for the coordinated effort to spread the closures out.

Karon made a motion to approve the Street Closure Request from Gilliatte General Contractors along S. Grant St. north of E. 3rd. St. (November 08, 2022- April 15, 2023). Lloyd seconded. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Sidewalk Closure Request from Gilliatte General Contractors at 3391 S. Walnut St. (November 08, 2022- April 15, 2023). See meeting packet for details.

Sidewalk Closure Request from Gilliatte General Contractors at 3391 S. Walnut St. (November 08, 2022- April 15, 2023)

Board Comments: Cox Deckard mentioned that during the work session it was discussed if this project will add a full stretch of sidewalk. Kehrberg stated that it won't complete the full section but it will be closer to having a full sidewalk after this project is completed. Cox Deckard asked if the sidewalk is on the edge of the City line. Kehrberg confirmed.

Karon made a motion to approve Sidewalk Closure Request from Gilliatte General Contractors at 3391 S. Walnut St. (November 08, 2022- April 15, 2023). Lloyd seconded. All in favor, motion is passed.

Jason Kerr, Engineering, presented Lane and Sidewalk Closure Requests from AEG. See meeting packet for details.

Lane and Sidewalk Closure Requests from AEG

Board Comments: Karon reiterated what had been said in the work session that the firm has been very prompt in responding to any community concerns. Cox Deckard asked if there is sidewalk on the opposite side of the street. Kerr answered that they are blocking where they need to and use will the opposite sidewalk, or create a walk around when they can.

Karon made a motion to approve Lane and Sidewalk Closure Requests from AEG. Lloyd seconded. All in favor, motion is passed.

Sara Gomez, Engineering, presented Contract with Rivertown Construction, LLC for the Henderson St. Neighborhood Greenway Project. See meeting packet for details.

Contract with Rivertown Construction, LLC for the Henderson St. Neighborhood Greenway Project

Public Comments: Dave Askins, B Square Bulletin, asked if this project is designated as a future protected bike lane. Gomez answered that this project will not include a protected bike lane like what was installed on 7th Street, but there will be a widened sidewalk for bicyclists to use and a safer crossing and ramps as well.

Board Comments: None

Karon made a motion to approve Contract with Rivertown Construction, LLC for Henderson St. Neighborhood Greenway Project. Lloyd seconded. All in favor, motion is passed.

Change Order #1 for the Hopewell Phase I East Demolition Project

Matt Smethurst, Engineering, presented Change Order #1 for the Hopewell Phase I East Demolition Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Change Order #1 for the Hopewell Phase I East

Demolition Project. Lloyd seconded. All in favor, motion is passed.
Patrick Dierkes, Engineering, presented Addendum #1 to Preliminary Engineering Contract with Shrewsberry for the Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering Phase I East Project. See meeting packet for details.

Addendum #1 to Preliminary Engineering Contract with Shrewsberry for the Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering Phase I East Project

Board Comments: Cox Deckard asked if there was an update from the RDC. Dierkes confirmed that the RDC approved funding.

Karon made a motion to approve Addendum #1 to Preliminary Engineering Contract with Shrewsberry for the Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering Phase I East Project. Lloyd seconded. All in favor, motion is passed.

Contract with HFI for City Hall Chiller Replacement

J.D. Boruff, Public Works, presented Contract with HFI for City Hall Chiller Replacement. See meeting packet for details.

Board Comments: None.

Karon made a motion to approve Contract with HFI for City Hall Chiller Replacement. Lloyd seconded. All in favor, motion is passed.

STAFF REPORTS AND OTHER BUSINESS

April Rosenberger, Public Works, encouraged the community to vote.

CLAIMS

Karon made a motion to approve claims in the amount of \$731,381.40. Lloyd seconded. All in favor, motion is passed.

ADJOURNMENT

Cox Deckard called for adjournment at 5:59 p.m.

Accepted By:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: 2022 Kone Service Contract Addendum #2
Petitioner/Representative: Parking Services, Ryan Daily
Staff Representative: Ryan Daily
Date: 11.6.2022

Report:

This is a request to increase the Service Contract amount by \$2,000 to cover any additional repairs needed for the remaining year at all of the parking garages.

We have expended all funds for repair of the garage elevators for maintenance and emergency repairs.

New contract amount = \$52,000

Funding source is 452.26.260000.53610 (Building Repair)

Recommend **Approval** **Denial by:** Ryan Daily

City of Bloomington Contract and Purchase Justification Form

Vendor: Kone

Contract Amount: \$2,000

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Morton and Walnut elevators went out of service in due to hardware failures. Kone was awarded the service contract for elevator maintenance for all garage locations.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Kone was awarded the service contract for all parking garage elevators for 2022 for all service and maintenance of garage elevators.

Ryan Daily

Parking Garage Manager

Parking Services

Print/Type Name

Print/Type Title

Department

SUPPLEMENT #2 TO 2022 SERVICE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
KONE

This Supplement #2 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. In March, 2022, the Board of Public Works approved the 2022 Service Agreement with Kone, Inc.
2. The original contract underestimated the amount of work that would be necessary pursuant to the Service Agreement to maintain and repair elevators in the City's parking garages.
3. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement was \$30,000 and was increased to \$50,000 via Supplement #1. This Supplement #2 adds \$2,000 in compensation, for a revised NTE cost of \$52,000.00 for this 2022 Service Agreement.
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Supplement #2 to be executed the day and year last written below:

CITY OF BLOOMINGTON

KONE, INC.

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Economy Termite & Pest Control, Inc. for Pest Control Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

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

Compensation not to exceed \$12,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Economy Termite & Pest Control

Contract Amount: \$12,000.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with Economy Termite & Pest Control every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

We renew a service agreement with Economy Termite & Pest Control every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Economy Termite and Pest Control, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Treatments for current pest infestations and preventative treatments to prevent pest infestations, removal of pests from facilities, inspections of facilities. These services will be performed at City facilities (“Services”) for a set price of One Hundred Dollars (\$100.00) per hour, at any time or any day, including holidays. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Sunday, December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Economy Termite & Pest Control, Inc., 2625 W. Bolin Ln., Bloomington Indiana 47403.

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

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

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

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

CITY OF BLOOMINGTON

ECONOMY TERMITE & PEST CONTROL, INC

John Hamilton, Mayor

Mike Sterrett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Economy Termite & Pest Control, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission No.



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Everywhere Signs, LLC for Repair and Maintenance of Signs, and Door and Window Lettering

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

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

Compensation not to exceed \$5,000.00

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Everywhere Signs, LLC

Contract Amount: \$5,000

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

PURCHASE INFORMATION

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

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

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

of Submittals: 0

Yes No

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

Yes No

We renew a service agreement with Everywhere Signs every year.

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

We renew a service agreement with Everywhere Signs every year.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Everywhere Signs, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair and maintenance of exterior and interior signs, and lettering and decals for doors and windows. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour Monday-Friday 8:00 am - 5:00 pm for one person. If the use of a bucket truck is required, it will be billed at the rate of One Hundred-Twenty Dollars (\$120.00) per hour with one employee and One Hundred Sixty-Five Dollars (\$165.00) per hour with two employees. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Everywhere Signs, LLC, 2630 N. Walnut St., Bloomington Indiana 47404.

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

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

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

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

CITY OF BLOOMINGTON

Everywhere Signs, LLC

John Hamilton, Mayor

Karen Elgar, Co-owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Everywhere Signs, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission No.



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Harrell-Fish, Inc. for HVAC Repair and Maintenance Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

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

Compensation not to exceed \$165,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish

Contract Amount: \$165,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 0			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with HFI every year.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

We renew a service agreement with HFI every year.

JD Boruff

Print/Type Name

Facilities Director

Print/Type Title

Department of Public Works

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
HARRELL-FISH, INC.**

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Ninety Dollars (\$90.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of One Hundred-Five Dollars (\$105.00) per, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Forty Dollars (\$140.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Friday, December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

John Hamilton, Mayor

HARRELL-FISH, INC

Steve Dawson, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Harrell-Fish, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Harrell-Fish, Inc. for
Plumbing Repair and Inspection Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

This contract is for repair and inspection of plumbing systems at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$90,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc

Contract Amount: \$90,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with HFI every year for services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

We renew a service agreement with HFI every year for services

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
HARRELL-FISH, INC.**

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and inspection services on plumbing systems at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Ninety Dollars (\$90.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of One Hundred-Five Dollars (\$105.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Forty Dollars (\$140.00.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ninety Thousand Dollars (\$90,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

John Hamilton, Mayor

HARRELL-FISH, INC

Steve Dawson, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Harrell-Fish, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

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

Printed Name of Notary Public



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Indiana Door & Hardware Specialties, Inc. for Locksmithing services and installation and repair of doors and door hardware.

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

This contract is for locksmithing services and installation and repair of doors and door hardware at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$15,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Indiana Door & Hardware

Contract Amount: \$15,000.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 0			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a service agreement we renew every year.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

This is a service agreement we renew every year.

 JD Boruff

Print/Type Name

 Facilities Director

Print/Type Title

 Department of Public Works

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
INDIANA DOOR & HARDWARE SPECIALTIES, INC.**

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Indiana Door & Hardware Specialties, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Locksmithing, door installation and repair, and door hardware installation and repair. These services will be performed at City facilities (“Services”) for a set price of Ninety Dollars (\$90.00) per hour, per person for the first hour of each visit, then Seventy-Five Dollars (\$75.00) for each additional hour during normal business hours. Normal business hours for Contractor are Monday-Friday 7:30 am - 4:00 pm. Any work performed outside normal business hours, including evenings, weekends, and holidays, will be performed at the rate of Ninety Dollars (\$90.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Indiana Door & Hardware Specialties, Inc., Attn: Troy Baker, 1800 W. 17th St., Bloomington Indiana 47404.

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

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

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

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

CITY OF BLOOMINGTON

John Hamilton, Mayor

**INDIANA DOOR & HARDWARE
SPECIALTIES, INC.**

Troy Baker, Indiana Door & Hardware

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director, Public Works Department

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Indiana Door & Hardware Specialties, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission Number



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Nature's Way, Inc. for Plant Maintenance at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

This contract is for plant maintenance at City Hall.

Compensation not to exceed \$4,370.00

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Nature's Way

Contract Amount: \$4,370.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 0			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with Nature's Way every year.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

We renew a service agreement with Nature's Way every year.

JD Boruff

Print/Type Name

Facilities Director

Print/Type Title

Department of Public Works

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
NATURE’S WAY, INC.**

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Public Works Department (the “Department”), and Nature’s Way, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall provide regular weekly maintenance of the potted plants placed throughout City Hall. Plants shall be maintained in a good and healthy condition and shall be replaced when needed. 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 J. D. Boruff, Public Works Operations and Facilities Director, 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 Three Hundred-Seventy Dollars (\$4,370.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** 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 depending on Department needs.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington, Attn: **J. D. Boruff, 401 N. Morton St., Suite 120, Bloomington, IN 47404.**

Contractor: Nature's Way, Inc., Attn: Beth Matney, 7330 N. Wayport Road, 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 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

NATURE'S WAY, INC.

John Hamilton, Mayor

Beth Matney, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A

E-VERIFY AFFIDAVIT

STATE OF INDIANA _____)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Commission Number: _____

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 _____, 20____.

NATURE’S WAY, INC.

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 _____, 20____.

Notary Public’s Signature

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Photizo, LLC (Fish Window Cleaning) for Window Cleaning Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

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

Compensation not to exceed \$7,500.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Photizo, LLC (Fish Window)

Contract Amount: \$7,500

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 0			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with Photizo, LLC every year.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

We renew a service agreement with Photizo, LLC every year.

JD Boruff

Print/Type Name

Facilities Director

Print/Type Title

Department of Public Works

Department

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

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Photizo, LLC, dba Fish Window Cleaning (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Cleaning of windows and building exteriors. These services will be performed at City facilities (“Services”) for a set price of Fifty-Five Dollars (\$55) per hour, regardless of day or time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Fish Window Cleaning, P.O. Box 7885, Bloomington Indiana 47407.

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

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

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

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

CITY OF BLOOMINGTON

John Hamilton, Mayor

Photizo, LLC

Thomas D. Richardson, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Photizo, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission No.



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Thrasher Landscape, Inc., for Landscape and Hardscape Maintenance

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

This service agreement is for landscape and hardscape maintenance at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Thrasher Landscape, Inc., with compensation not to exceed \$10,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Thrasher Landscape, Inc.

Contract Amount: \$10,000.00

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a service agreement we are going to renew every year.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

This is a service agreement we are going to renew every year.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
THRASHER LANDSCAPE, INC.**

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Thrasher Landscape, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Landscaping and Hardscape maintenance. These services will be performed at City facilities (“Services”) for a set price of Seventy-Five Dollars (\$75.00) per hour, regardless of day or time. Any excavating equipment used will be billed at the rate of Fifty Dollars (\$50.00) per hour. 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00). **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Thrasher Landscape, Inc., 2670 West Popcorn Road, Springville, Indiana 47462.

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

THRASHER LANDSCAPING, INC.

Beth Cate, Corporation Counsel

Bobby Thrasher, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Thrasher Landscape, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission No: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Umphress Masonry, Inc. for
Masonry Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

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

Compensation not to exceed \$35,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Umphress Masonry, Inc.

Contract Amount: \$35,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 0			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with Umphress every year.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

We renew a service agreement with Umphress every year.

JD Boruff

Print/Type Name

Facilities Director

Print/Type Title

Department of Public Works

Department

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

This Agreement, entered into on this 22nd day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Umphress Masonry, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform masonry repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain masonry at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Sixty Dollars (\$60.00) per hour per person Monday-Friday 7:00 am-4:00 pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of Eighty-Two Dollars and Fifty Cents (\$82.50) per hour per person. Work done at any time on Sundays or Holidays will be performed at the rate of One Hundred Ten Dollars (\$110.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b)

Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Umphress Masonry, Inc., 8377 West Hinds Road, Bloomington, Indiana 47403.

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

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

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

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

CITY OF BLOOMINGTON

John Hamilton, Mayor

Umphress Masonry, Inc.

Dave Umphress, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/18/2022	Payroll				481,422.64
					<u>481,422.64</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 481,422.64

Dated this 22nd day of November year of 2022.

Kyla Cox Deckard, President Jennifer Lloyd, Vice President Elizabeth Karon, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Change Orders #1 & #2 for the Jackson Creek Trail Phase II Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten, Senior Project Manager

Date: 11/22/2022

Report: The original completion date for the Jackson Creek Trail PH II Project was August 1st, 2022. Due to delays caused by local utility companies, the contractor has requested additional days to be added to the contract. Change Order #1 will adjust the completion date to October 30th, 2022, and Change Order #2 will adjust it to December 18th, 2022. No contract funds or changes in scope are being adjusted in these change orders.

City of Bloomington Contract and Purchase Justification Form

Vendor: INDOT-Milestone Contractors

Contract Amount: \$2,429,280.00

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

PURCHASE INFORMATION

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

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

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

of Submittals: 4

	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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

This pertains to a construction contract that is between INDOT and Milestones Contractors. It is covered by an INDOT-LPA agreement that was executed 09/13/2017. These change orders alter the construction completion date and do not adjust the contract amount or the scope of work.

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

INDOT bid this project and awarded the project to Milestone Contractors, the City concurred with this selection. These change orders will adjust the contract completion date. These change orders will not adjust the contract amount or change the scope of work of the contract.

Roy Aten

Print/Type Name

Senior Project Manager

Print/Type Title

Engineering

Department

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -38353

AE:Wren, Rachel

Letting Date:02/10/2021

PE/S:Lenglade, Jon

Status:Draft

Change Order Information

Date Generated: 08/11/2022

Change Order No.: 001

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Utility Related

Description: Time Extension

Original Contract Amount

\$ 2,429,280.00

Current Change Order Amount

\$ 0.00

Percent: 0.000 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 0.00

Percent: 0.000 %

Modified Contract Amount

\$ 2,429,280.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 90

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -38353
 Project: State:150039800LC5
 Change Order Nbr: 001
 Change Order Description: Time Extension
 Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 001 = \$ 0.00								

Milestone Time Adjustment

MileStone Nbr: 03
 Milestone Description: INTERMEDIATE COMPLETION DATE 3, SUBSTANTIAL COMPLETION
 Original Completion dt: 08/01/2022 Adj compl dt 10/30/2022 Adj No. of Days 90
 Explanation: Duke Energy was supposed to be complete with their relocation on the southern portion of the trail on 12/31/21. To date there has been no movement by Duke. The City of Bloomington did a redesign on the wing wall for the pedestrian structure to avoid the Duke pole that is in conflict. This re-design was given to Milestone on 6/28/22. The City has asked Milestone to construct the path as planned leaving the conflict in place. The original schedule had the work on the southern portion beginning on 3/28/22. The amount of time between the scheduled start of the southern portion of the project and when the revised drawings were received on 6/28/22 is 90 days. Since this work is now pushing beyond the scheduled substantial completion escalation costs for the affected work will be entertained once the work is complete. Escalation can only be submitted on the actual work that was delayed and is limited to labor, material and equipment on that work. A time adjustment is required for this chaneg and has been addressed herein.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Duke Energy was supposed to be complete with their relocation on the southern portion of the trail on 12/31/21. To date there has been no movement by Duke. The City of Bloomington did a redesign on the wing wall for the pedestrian structure to avoid the Duke pole that is in conflict. This re-design was given to Milestone on 6/28/22. The City has asked Milestone to construct the path as planned leaving the conflict in place. The original schedule had the work on the southern portion beginning on 3/28/22. The amount of time between the scheduled start of the southern portion of the project and when the revised drawings were received on 6/28/22 is 90 days. Since this work is now pushing beyond the scheduled substantial completion escalation costs for the affected work will be entertained once the work is complete. Escalation can only be submitted on the actual work that was delayed and is limited to labor, material and equipment on that work. A time adjustment is required for this change and has been addressed herein.

Change Order Explanation for Specific Line Item

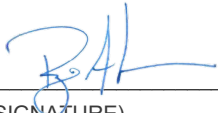
 It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: _____ Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY



(SIGNATURE)

Senior Project Manager

(TITLE)

10/31/22

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT	Contract No.: R -38353	Letting Date:02/10/2021	Status:Draft
	AE:Wren, Rachel	PE/S:Lenglade, Jon	

Change Order Information

Date Generated: 09/28/2022	Change Order No.: 002	EWA: N or Force Acct: N
Reason Code: CHANGED COND, Utility Related	Date Approved: 00/00/0000	

Description: Time Extension at request of LPA

Original Contract Amount	\$ 2,429,280.00	
Current Change Order Amount	\$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$ 0.00	Percent: 0.000 %
Modified Contract Amount	\$ 2,429,280.00	

Time Extension Information

Date Initiated 00/00/0000	Date Completed 00/00/0000
Original Contract Time	SS Completion Date 11/15/2022 or SS Calendar/Work Days 0
	SP Date 00/00/0000 or SP Days
	(SS = Standard Specification, SP = Special Provision)

Time Element Description: Duke Energy was supposed to relocate their facilities by 12/31/21. No movement has happened to date by Duke. The City of Bloomington asked Milestone to construct the path as planned with the conflict in place. A redesign on one of the wingwalls for the pedestrian structure was done. The contractor received a time extension because of this delay that took the completion date to the date the revised bridge plans were received, 6/28/22, this was reflected on change order # 1. When the City of Bloomington asked Milestone to construct the path around the conflict they also told them they wanted them to finish another project they were working on for the City first. The date the other project was to be complete was 8/1/22. A time extension from 6/28/22, when revised bridge plans were received, to 8/1/22 is a 33 day extension.

Current Time Extension	SS Days 0	SP Days 0	SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE: _____	DCE: _____	SCE: _____ DDCM: _____
	SS Days _____	SP Days Value \$ _____	
Revised Contract Time	SS Completion Date 00/00/0000	or SS Calendar/Work Days 0	
	SS Date 00/00/0000	or SP Days 0	

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -38353
 Project: State:150039800LC5
 Change Order Nbr: 002
 Change Order Description: Time Extension at request of LPA
 Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 002 = \$ 0.00								

Contract Completion Date Time Adjustment

Original Completion dt: 11/15/2022 Adj compl dt 12/18/2022 Adj No. of Days 33

Explanation: Duke Energy was supposed to relocate their facilities by 12/31/21. No movment has happended to date by Duke. The City of Bloomington asked Milestone to construct the path as planned with the conflict in place. A redesign on one of the wingwalls for the pedestrian strucutre was done. The contractor received a time extension because of this delay that took the completion date to the date the revised bridge plans were received, 6/28/22, this was reflected on change order # 1. When the City of Bloomington asked Milestone to construct the path around the conflict they also told them they wanted them to finish another project they were working on for the City first. The date the other project was to be complete was 8/1/22. A time extesnion from 6/28/22, when revised bridge plans were received, to 8/1/22 is a 33 day extension.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Duke Energy was supposed to relocate their facilities by 12/31/21. No movment has happended to date by Duke. The City of Bloomington asked Milestone to construct the path as planned with the conflict in place. A redesign on one of the wingwalls for the pedestrian strucutre was done. The contractor received a time extension because of this delay that took the completion date to the date the revised bridge plans were received, 6/28/22, this was reflected on change order # 1. When the City of Bloomington asked Milestone to construct the path around the conflict they also told them they wanted them to finish another project they were working on for the City first. The date the other project was to be complete was 8/1/22. A time extesnion from 6/28/22, when revised bridge plans were received, to 8/1/22 is a 33 day extension.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.


Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY



(SIGNATURE)

Senior Project Manager

(TITLE)

10/31/22

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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Board of Public Works Staff Report

Project/Event: Change Order #8 for the 7th Street Protected Bike Lane Project.
Petitioner/Representative: Engineering Department
Staff Representative: Roy Aten, Senior Project Manager
Date: 11/22/2022

Report: After construction was completed it was discovered that five inlets along the north curb line of 7th Street between Lincoln and Grant were failing. Two of the inlets were adjusted during construction and are being repaired under warranty. Three additional inlets are in need of repair and are being added with this change order. Additionally, a portion of the existing storm sewer will need to be repaired prior to the inlets being adjusted. This change order in the amount of \$21,214.65 will add \$8,826.85 for MOT, \$1,566.00 for Original Casting Adjustments, \$10,821.80 for repairs to the existing storm sewer. Funding for this change order will provided by both the 2016 Bicentennial Bond and City Utilities.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, L.P.

Contract Amount: \$2,662,250.65

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract awarded May 11th, 2021 through the Board of Public Works.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Contract BC-2021-47-CN was approved by the BPW on May 11th, 2021. This Change Order is being presented in compliance with the contract documents for the 7th Street Protected Bike Lane Project.

Award	\$2,572,455.00
Previous Change Orders	\$68,581.00
Change Order #8	\$21,214.65
Final Contract	\$2,662,250.65

Roy Aten

Print/Type Name

Senior Project Manager

Print/Type Title

Engineering

Department

Cost Report

Activity Resource	Description	Pcs	Quantity Unit	Unit Cost	Labor	Equip-ment	Material	Supplies	Sub-Contract	Trucking	Total
BID ITEM = 1 Description = MOT FOR CASTING ADJUSTMENTS Land Item SCHEDULE: 1 100 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000											
1	MOT FOR CASTING ADJUSTMENTS FLAGGING			Quan: 1.00 LS	Hrs/Shft: 10.00	Cal: 510	WC: 1				
<u>BLANK</u>	(Mod) Blank Crew		30.00 CH	Prod: 3.0000 S		Lab Pcs: 2.00		Eqp Pcs: 0.00			
LAB41-81	laborers 41/81	2.00	60.00 MH	31.740	3,937						3,937
\$3,936.81	60.0000 MH/LS		60.0000MH	[2094.84]	3,937						3,937
3.0000	Shifts *	0.3333	Un/Shift	0.0167	Unit/MH	3,936.81					3,936.81
2	STEEL PLATES			Quan: 1.00 LS	Hrs/Shft: 10.00	Cal: 510	WC: 1				
<u>BLANK</u>	(Mod) Blank Crew		8.00 CH	Prod: 0.8000 S		Lab Pcs: 4.10		Eqp Pcs: 2.00			
8LO1	Loader Rubber Tired 10	1.00	8.00 HR	131.330		1,051					1,051
8LOW	Lowboy 34043-43035	1.00	8.00 HR	97.740		782					782
HSUP41-81	Hourly Superintendent 41/8	1.10	8.80 MH	40.650	677						677
LAB41-81	laborers 41/81	1.00	8.00 MH	31.740	525						525
OPR841	operator841	1.00	8.00 MH	34.850	568						568
TMR1	teamster (lowboy)	1.00	8.00 MH	32.570	485						485
\$4,087.60	32.8000 MH/LS		32.8000MH	[1266.1]	2,255	1,833					4,088
0.8000	Shifts *	1.2500	Un/Shift	0.0305	Unit/MH	2,255.04	1,832.56				4,087.60
=====>	Item Totals:	1	- MOT FOR CASTING ADJUSTMENTS								
\$8,024.41	92.8000	MH/LS	92.80MH	[3360.94]	6,192	1,833					8,024
8,024.410	1	LS			6,191.85	1,832.56					8,024.41
\$8,024.41	*** Report Totals ***		92.80	MH		6,192	1,833				8,024

>>> indicates Non Additive Activity
 -----Report Notes:-----
 The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

Cost Report

Activity Resource	Description	Quantity Pcs	Unit Unit	Unit Cost	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Total
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BID ITEM = 1 Land Item SCHEDULE: 1 100
 Description = MOT FOR CASTING ADJUSTMENTS Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)



City of Bloomington, Indiana

Change Order Details

7th Street Protected Bike Lane Improvements

Description	Contract: BC-2021-47-CN Installation of a protected bike lane along 7th Street from the B-Line Trail to Woodlawn Avenue.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	8
Status	Pending
Date Created	10/31/2022
Type	Scope Changes
Summary	Inlet Repairs between Lincoln and Grant.
Change Order Description	After construction was completed it was discovered that five inlets along the north curb line of 7th Street between Lincoln and Grant were failing. Two of the inlets were adjusted during construction and are being repaired under warranty. Three additional inlets are in need of repair and are being added with this change order. Additionally, a portion of the existing storm sewer will need to be repaired prior to the inlets being adjusted. This change order will add \$8,826.85 for MOT, \$1,566.00 for Original Casting Adjustments, \$10,821.80 for repairs to the existing storm sewer.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,641,036.00
Change Order Amount	\$21,214.65
Revised Project Amount	\$2,662,250.65

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
Section: 1 - Description										
053	720-44000	EACH	\$522.000	3.000	\$1,566.00	3.000	\$1,566.00	6.000	\$3,132.00	
CASTING, ADJUST TO GRADE										
Reason: Added inlet adjustments between Lincoln and Grant.										
				Funding Details						
				Protected Bike Lane	3.000	\$1,566.00	3.000	\$1,566.00	6.000	\$3,132.00
				Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
066	801-06775	LS	\$124,498.720	1.000	\$124,498.72	0.000	\$8,826.85	1.000	\$133,325.57	
MAINTAINING TRAFFIC										
Reason: Added extra MOT for repair of inlet castings.										
				Funding Details						
				Protected Bike Lane	1.000	\$124,498.72	0.000	\$8,826.85	1.000	\$133,325.57
				Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
2 items			Totals		\$126,064.72		\$10,392.85		\$136,457.57	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

0160	715-99991	LS	1.000	\$10,821.800	\$10,821.80
REPAIR STORM SEWER					

Reason: A portion of the existing storm sewer needs repaired prior to the inlets being adjusted. This lump sum portion of the change order is being funded by CBU.

Funding Details			
Protected Bike Lane	1.000	\$10,821.800	\$10,821.80

1 item	Total: \$10,821.80			
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Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,431,458.67	\$21,214.65	\$2,452,673.32
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,641,036.00	\$21,214.65	\$2,662,250.65

Attachments

Document	Name	Description	Submission Date
Change_Order_7th_Street_MOT_City_of_Bloominto	Change Order 7th Street MOT City of Bloominto	Change Order Request from Milesto	10/31/2022 10:11 AM
1 attachment			

Document	Name	Description	Submission Date
n.pdf	n.pdf	ne.	EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Board of Public Works.

_____	_____	_____
Engineer	Contractor	Board of Public Works
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date

Cost Report

Activity Resource	Description	Pcs	Quantity Unit	Unit Cost	Labor	Equip-ment	Material	Supplies	Sub-Contract	Trucking	Total
BID ITEM = 1 Description = PIPE REPLACEMENT Land Item SCHEDULE: 1 100 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000											
1	PIPE REPLACEMENT		Quan: 1.00 LS		Hrs/Shft: 10.00		Cal: 510	WC: 1			
City to provide the pipe. Milestone must load and haul figured 4 hours Price include asphalt surface patch Price include pipe installation, backfill, and concrete cap and collars BLANK (Mod) Blank Crew 12.00 CH Prod: 1.2000 S Lab Pcs: 5.60 Eqp Pcs: 2.83											
2A62A22366	9.5mmSur 25%BR 22366	1.00	3.00 TON	65.000			195				195
2B08	#11 STONE	1.00	10.00 TON	11.350			114				114
2C101	Class A Gravel Concrete	1.00	4.00 CY	145.000			580				580
5103	Haul Exc (HR)	1.00	12.00 HR	125.000						1,500	1,500
8EX1	Excavator - Small 5435	1.00	12.00 HR	111.600		1,339					1,339
8LO4	Skid Steer 52479	1.00	12.00 HR	79.780		957					957
8LOW	Lowboy 34043-43035	0.50	6.00 HR	97.740		586					586
8RO2	Rollers Small Asphalt	0.33	3.96 HR	49.490		196					196
HSUP41-81	Hourly Superintendent 41/8	1.10	13.20 MH	40.650	1,015						1,015
LAB	laborers (all except 41/81)	2.00	24.00 MH	27.400	1,286						1,286
OPR841	operator841	2.00	24.00 MH	34.850	1,704						1,704
TMR1	teamster (lowboy)	0.50	6.00 MH	32.570	364						364
\$9,836.98	67.2000 MH/LS		67.2000MH	[2448.6]	4,370	3,079	889			1,500	9,837
1.2000	Shifts *	0.8333	Un/Shift	0.0149	Unit/MH	4,369.50	3,078.98	888.50		1,500.00	9,836.98
=====> Item Totals: 1 - PIPE REPLACEMENT \$9,836.98 67.2000 MH/LS 67.20MH [2448.6] 4,370 3,079 889 1,500 9,837 9,836.980 1 LS 4,369.50 3,078.98 888.50 1,500.00 9,836.98											
\$9,836.98	*** Report Totals ***	67.20	MH		4,370	3,079	889			1,500	9,837

>>> indicates Non Additive Activity
 -----Report Notes:-----
 The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

Cost Report

Activity Resource	Description	Pcs	Quantity Unit	Unit Cost	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Total
BID ITEM = 1			Land Item	SCHEDULE: 1	100						
Description =	PIPE REPLACEMENT		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:			1.000	
JOB DOES NOT HAVE NOTES											

* on units of MH indicate average labor unit cost was used rather than base rate.
 [] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
 In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
 -----Calendar Codes-----
 508 40 HR WEEK (5 X 8)
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 614 84 HR WEEK (6 X 14)
 800 SATURDAY ONLY (TIME & 1/2)
 900 SUNDAY ONLY (DOUBLE TIME)



Milestone Contractors, L.P. Extra Work Pricing Summary

Project No: 215028

Date Requested: 9/2/2022 **Date Submitted:** 10/21/2022

Description of Work: Replace pipe & asphalt surface patch

Reason for Extra Work: Owner Request

Has Work Already Been Completed? No **When:** THROUGH

MCLP Project No. 215028

Cost Activity Code:

Item: Bike Box markings	Quantity:	1	Units	Each			
Labor:	Cost =	\$ 4,370.00	Markup %	10%	\$ 437.00	Total	\$ 4,807.00
Equipment:	Cost =	\$ 3,079.00	Markup %	10%	\$ 307.90	Total	\$ 3,386.90
Materials:	Cost =	\$ 889.00	Markup %	10%	\$ 88.90	Total	\$ 977.90
Subcontract:	Cost =	\$ -	Markup %	10%	\$ -		\$ -
						Total	\$ -
Trucking:	Cost =	\$ 1,500.00	Markup %	10%	\$ 150.00		\$ 1,650.00
		\$ 9,838.00			\$ 983.80		\$ 10,821.80

Total	\$ 10,821.80
Unit Price	\$ 10,821.80



Board of Public Works Staff Report

Project/Event: Preliminary Engineering Agreement with CSX Transportation, Inc.

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten, Senior Project Manager

Date: 11/22/2022

Report: A section of the B-line Extension Project will be constructed adjacent to the railroad tracks that are owned by CSX Transportation. The City is required to have the railroad review our construction plans so that they may develop a schedule and estimate for the work. This agreement will obligate the City to pay CSX for the review of the project. It is estimated that the cost of the review will be \$12,100.00. Funding for this agreement will be provided through the Consolidated TIF, West 17th Street Area, and is subject to approval by the RDC.

City of Bloomington Contract and Purchase Justification Form

Vendor: CSX Transportation, Inc

Contract Amount: \$12,100.00

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

PURCHASE INFORMATION

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

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

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

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

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

This is a services agreement for the adjacent property owner. Prior to conducting work adjacent to a railroad, the project owner must have the work reviewed and approved by the railroad. This agreement will allow CSX to review the plans for the project.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4
CSXT OP NUMBER IN _____

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 202__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and the CITY OF BLOOMINGTON, a body corporate and political subdivision of the State of Indiana (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed project to construct the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.4, as located in Bloomington, Monroe County, Indiana (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
 - 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT’s approval of or consent to the construction of the Project, which approval or consent may be withheld

for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$12,100.00** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the CSXT Schedule PA form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to

immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
 - 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
 - 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
 - 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
4802 Decoursey Pike
Taylor Mill, Kentucky 41015
Attention: Project Manager – Public Projects

If to Agency: City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404
Attention: Roy Aten, Senior Project Manager

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Indiana**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF BLOOMINGTON, INDIANA

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Brad Armstrong
Project Manager – Public Projects

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4
CSX OP NUMBER IN11 ____

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Proposed project to construct the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.4, as located in Bloomington, Monroe County, Indiana.

CSXT OP# IN11__

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Nicole_Henning@csx.com
And
LShaw@Benesch.com**

(All information below to be completed by Agency providing Payment)

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	\$12,100.00

ESTIMATE SUBJECT TO REVISION AFTER: 11/2/2023 **DOT NO.:** Not Applicable
CITY: Bloomington **COUNTY:** Monroe **STATE:** IN
DESCRIPTION: Construction of B-Line Trail Extension adjacent to CSX (INRD leased).
ZONE: **SUB-DIV:** Monon **MILE POST:** 00Q-219.4
AGENCY PROJECT NUMBER: DES No. 1700735, Contract No. R-40193

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$	11,000
	Subtotal	\$	11,000

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	Days @	\$	-
50	Labor (Foreman/Inspector)	Days @	\$	-
70	Additive (Transportation Department)		\$	-
50	Additive (Engineering Department)		\$	-
	Subtotal		\$	-

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 11,000

900	CONTINGENCIES: 10.00%	\$	1,100
-----	------------------------------	----	-------

PROJECT TOTAL:

 \$ 12,100

CURRENT AUTHORIZED BUDGET:

 \$ -

TOTAL SUPPLEMENT REQUESTED:

 \$ 12,100

DIVISION OF COST:

Agency	100.00%	\$	12,100
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch

Approved by: **BWA** CSXT Public Project Group

DATE: 11/02/22 REVISED: 01/00/00 DATE: 11/02/22



Board of Public Works Staff Report

Project/Event:	Request to Dedicate Alley Right of Way at Johnson Creamery - 400 W 7th Street
Staff Representative:	Patrick Dierkes
Petitioner/Representative:	Peerless Development
Date:	11/22/2022

Peerless Development is seeking to construct a multifamily building in the parking lot north of the existing building at 400 W 7th Street. There is an existing alley that prohibits the construction of the proposed building. Peerless received approval to vacate the existing alley at the November 16 City Council meeting. To satisfy concerns voiced by a few Council members regarding the alley vacation Peerless offered to exchange the existing alley for the alley in this proposal.

The area containing the proposed alley on the original development design was a private access drive and the design remained unchanged with the addition of the proposed alley. This results in the design including an encroachment into the proposed alley of an underground stormwater detention system to serve the development. The underground detention system will occupy a section of the proposed alley that is 73' long by 7.6' wide. An encroachment of this magnitude presents significant impacts to any future use of the alley for underground infrastructure.

Unlike the existing alley which was never constructed and is currently configured as a private parking lot that requires no maintenance by Public Works. This development proposes to construct the alley which in turn results in Public Works being responsible for maintenance.

The decision regarding right of way dedication of the proposed alley should be evaluated separately from the exchange of the alleys. Only the City Council can vacate right of way and acceptance of this dedication is the responsibility of the Board of Public Works. The merits of the proposed dedication should be looked at by the Board as a right of way dedication only.

The proposed alley only provides a connection to properties owned by the same company and once developed the alley will serve as a drive entrance to the sole owner's buildings. Any future extension of the proposed alley to the east is blocked by the existing building. The developer is requesting to use a portion of the alley for their private underground stormwater detention system which will hinder future use of the alley. The proposed alley is not aligned with the adjacent existing east-west alley. The alley appears to provide limited public benefit and will be utilized to the benefit of the sole property owner.

Staff recommend denial of this dedication request.



October 31, 2022

City of Bloomington Board of Public Works
401 N. Morton St. Suite 120
Bloomington, IN 47404

**Request for ROW Alley Dedication at Johnson's Creamery site
400 W. 7th Street, Bloomington, Indiana**

Dear Board of Public Works:

The intent of this Petitioners Statement is to provide a brief summary of the circumstances surrounding this proposed dedication of an alley ROW in the midst of the Johnson's Creamery site at 400 W. 7th St. Based on these circumstances, we are requesting that the Board of Public Works review and approve the proposed alley ROW dedication in question.

The proposed new residential development at 335 W. (the address given to the north half of the 400 W. 7th St. parcel) Street was previously approved by the Plan Commission on October 18, 2021. As part of the Recommendation for Approval of this project, a Condition was noted that we provide "Verification of the east/west alley vacation must be submitted prior to issuance of a grading permit".

Subsequent to this meeting, and after significant research at the City and County level by multiple parties involved, we were unable to find evidence of the formal vacation of the east/west alley. At that point, we were informed by the Plan Commission that in order for the project to proceed as approved, we would be required to submit a new request for the vacation of the east/west alley in question. This request for alley vacation was presented to City Council on various occasions in the past, each being continued. The last such presentation was at the July 20, 2022 City Council meeting. During that meeting, a supplemental proposal was made by Peerless Development to Council. This supplement proposal suggested that Peerless Development would offer to dedicate a new alley, of similar length and width and with the same dead-end feature, to the City of Bloomington in exchange for the requested vacation of the existing alley. This newly proposed alley would be just south of the existing alley, yet still accessible from the existing north-south alley on that block. This proposed exchange of land was supported by staff and legal counsel, and appeared to have been met with positive response from the Council. It was requested by Council that Peerless Development present this suggested alley dedication / alley vacation exchange to the Board of Public Works first, to ensure that there were no concerns regarding utilities or other aspects related to BPW purview.



The newly dedicated alley ROW would replace the existing alley (once the proposed vacation is complete) and would continue to provide access to the site for City services from the existing north-south alley; similar to how the site functions today. This newly proposed alley ROW would also better align with the newly designed residential parking garage access and the existing parking at the Johnson Creamery building. An Alley Exhibit and Legal Description of the proposed alley ROW to be dedicated have been provided for reference as well.

Based on recent discussions with BPW staff, we are requesting a vote by City Council on the proposed alley vacation first, at the November 2nd City Council meeting. Peerless Development would then present the proposed alley ROW dedication to the Board of Public Works at the next available meeting, now with the anticipated approval from the City Council regarding the requested alley vacation in hand.

Based on the circumstances summarized in the statement above, we believe it is apparent that this is a unique request, requiring a unique solution. With this understanding, we are requesting approval of the proposed alley ROW dedication.

We appreciate the opportunity to work in the Bloomington community and would like to thank the Board for its consideration in this matter.

Sincerely,

Joseph Patrick
Director of Development
Peerless Development

335 W. 8th Street
335 W. 8th Street
Bloomington, Indiana
47404

Owner
PEERLESS DEVELOPMENT
501 North Clinton Street
Chicago, Illinois 60654

Architect
RATIO
101 South Pennsylvania Street
Indianapolis, Indiana 46204
317-633-4040

Structural Engineer
LYNCH, HARRISON & BRUMLEVE, INC.
550 Virginia Avenue
Indianapolis, Indiana 46203
317-423-1550

Mechanical / Electrical Engineer
CIRCLE DESIGN GROUP
9229 Delegates Row, Suite 150
Indianapolis, Indiana 46240
317-781-6200

Civil Engineer
SMITH DESIGN GROUP
2755 East Canada Drive, Suite 101
Bloomington, Indiana 47401
812-336-6536

Technology Consultant
ENGINEERING PLUS
9018 Heritage Parkway, Suite 1000
Woodridge, Illinois 60517
630-786-4200

Interior Designer
CLINE DESIGN
125 N. Harrington St.
Raleigh, NC 27603
704-333-7272

04/15/2022

SHEET ISSUE		
1	100% DD	2/3/2022
2	GRADING PERMIT SUBMITTAL	3/10/2022
3	50% CD SET	3/17/2022
4	CBU SUBMISSION	3/23/2022
5	GMP AND PERMIT SET	4/15/2022
6	ADDENDUM 1	4/29/2022
7	GRADING PERMIT AND CBU SUBMITTAL	6/17/2022
8	CONFORMED SET	6/17/2022
	ALLEY EXHIBIT	10/31/2022

RATIO
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PROJECT NO. 21041.000

SHEET TITLE
ALLEY EXHIBIT

SHEET NUMBER

1

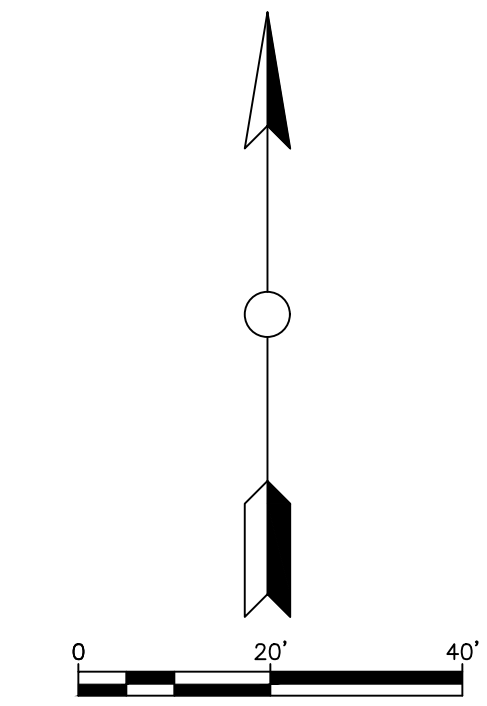
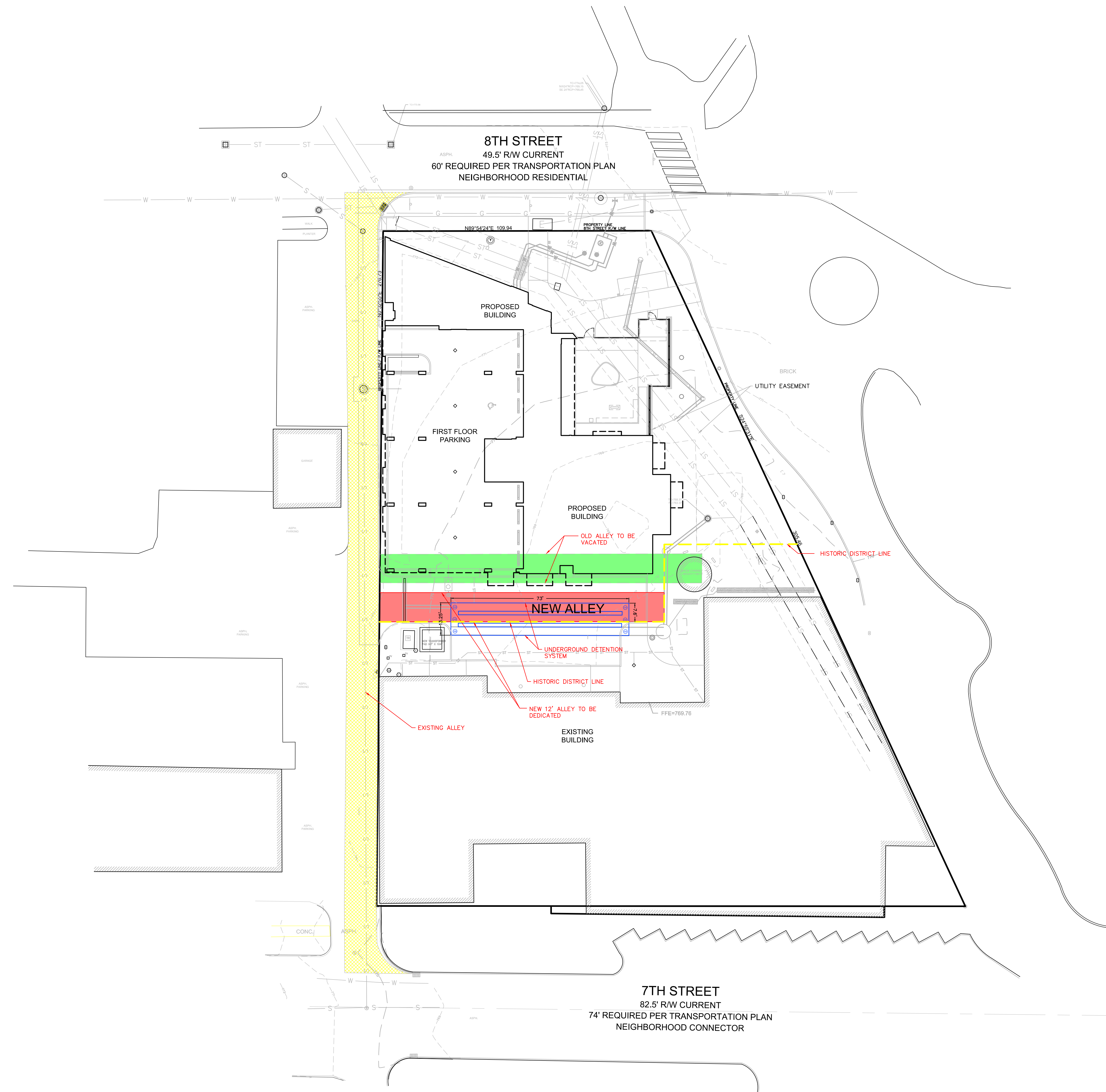


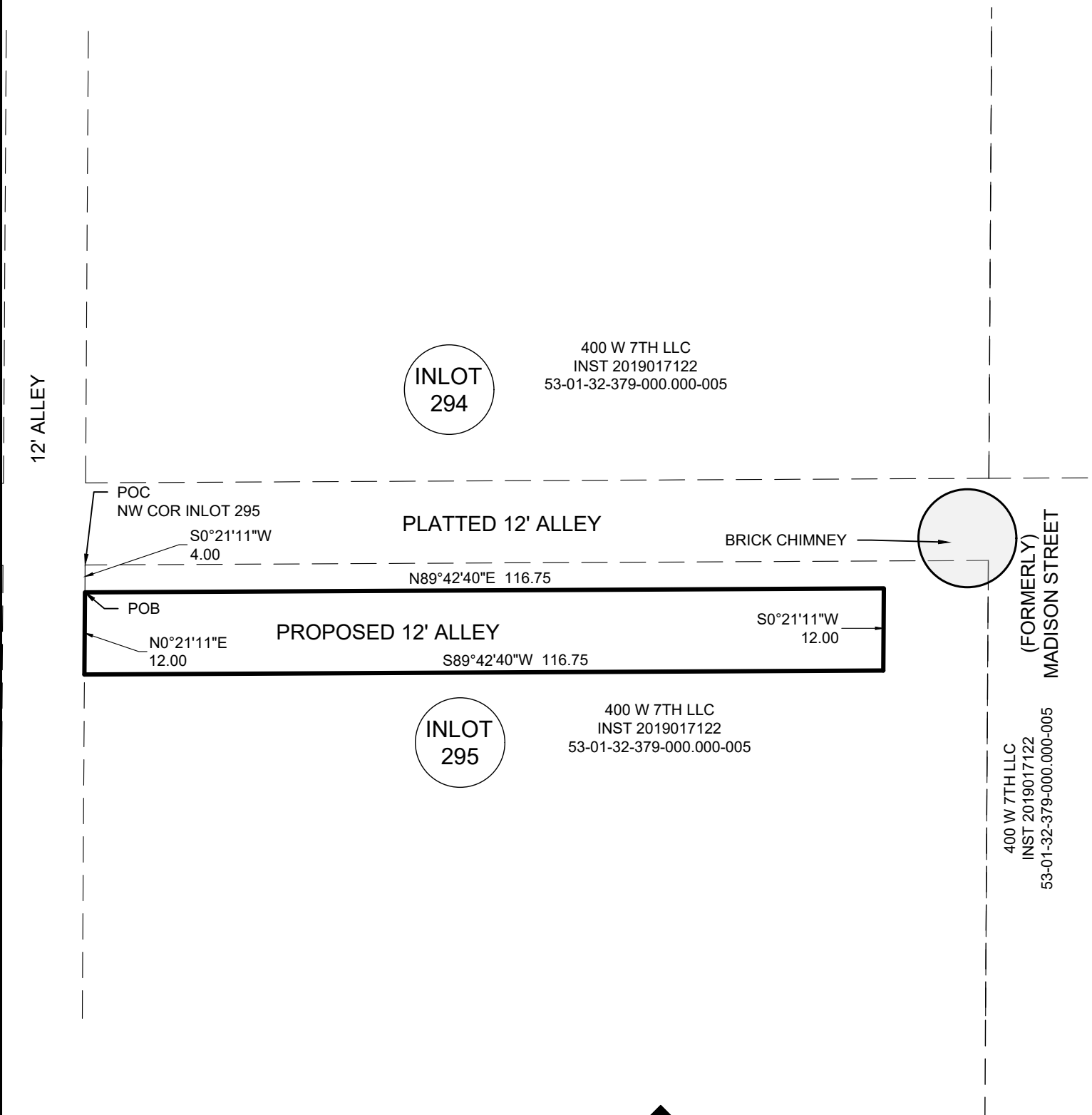
EXHIBIT 'B'

PROPOSED 12' ALLEY

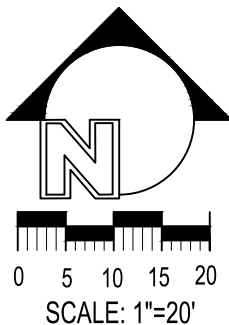
LEGAL DESCRIPTION


BEING A PART OF INLOT 295 IN THE ORIGINAL PLAT OF THE TOWN OF BLOOMINGTON, AS SHOWN IN THE PLAT THEREOF, RECORDED IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF INLOT 295, THENCE SOUTH 00 DEGREES 21 MINUTES 11 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG THE WEST LINE THEREOF 4.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 40 SECONDS EAST 116.75 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 11 SECONDS WEST 12.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS WEST 116.75 FEET TO THE SAID WEST LINE OF INLOT 295; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 21 MINUTES 11 SECONDS EAST TO THE POINT OF BEGINNING, CONTAINING 0.032 ACRES, MORE OR LESS.



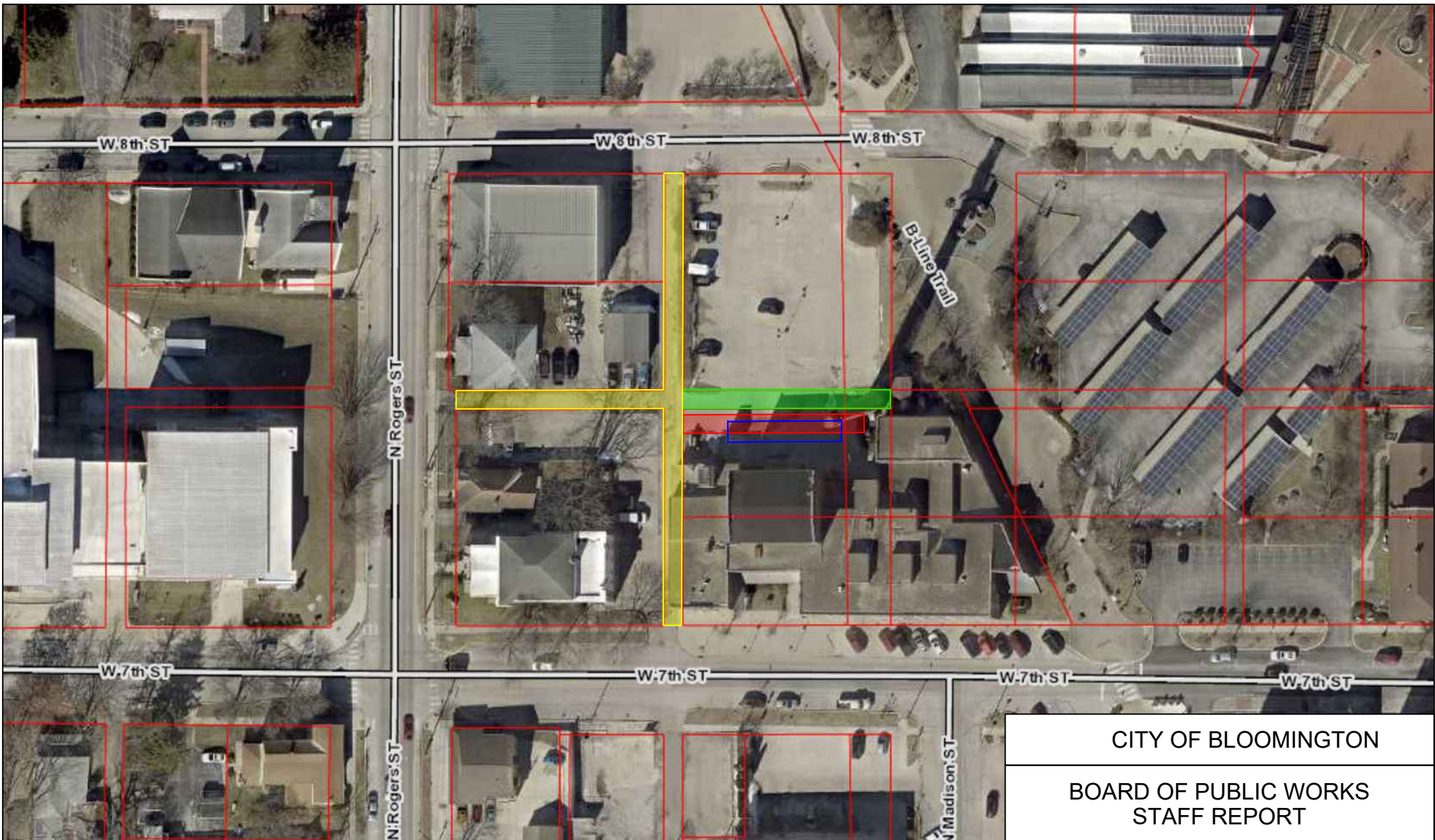
NOTE:
THIS EXHIBIT WAS PREPARED BASED UPON DOCUMENTS OBTAINED FROM THE OFFICE OF THE RECORDER OF MONROE COUNTY, AND OTHER SOURCES AND IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.





**SMITH
DESIGN
GROUP**

CIVIL ENGINEERING - LAND SURVEYING
2755 E Canada Dr Suite 101 Bloomington, IN 47401
(812) 336-6536 - smithdginc.com
JOB:6028 DATE:09/19/2022 PAGE: 1/1



CITY OF BLOOMINGTON

BOARD OF PUBLIC WORKS
STAFF REPORT

EXHIBIT "A"

LEGEND

- Proposed Storm Water Detention Encroachment
- Proposed Alley Dedication
- Existing Alley Pending Vacation
- Existing Alleys

ENGINEER

DATE



Board of Public Works Staff Report

Project/Event:	Approve Change Order #1, and #2 for the Crosswalks HSIP Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Sara Gomez
Meeting Date:	November 22, 2022

This project was awarded to Ragle, Inc. The contract included the installation of ADA ramps, concrete curbs, RRFB's, pavement markings and signs. The original contract amount for the project was \$635,043.42.

Change Order #1 will deduct \$3,200.97 for the addition of Class A concrete in place of full depth HMA (as designed) along all curb edges. Change Order #2 will add \$5,747.50 for the rework of the center curb at 3rd and Grant to meet the designer's intended design. The change orders will add a total of \$2,546.53 to the contract, and the total adjusted contract amount is \$637,589.85.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the two change orders and are recommending approval.

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -40337

AE:Wren, Rachel

Letting Date:04/06/2022

PE/S:Robertson, Steve

Status:Draft

Change Order Information

Date Generated: 10/31/2022

Change Order No.: 001

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Materials Related

Description: Modification of Widening Materials

Original Contract Amount

\$ 635,043.42

Current Change Order Amount

\$ -3,200.98

Percent: -0.504 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ -3,200.98

Percent: -0.504 %

Modified Contract Amount

\$ 631,842.44

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -40337
 Project: 1700976 - State:170097600LC5
 Change Order Nbr: 001
 Change Order Description: Modification of Widening Materials
 Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0019	1700976	0019	304-07493	TON	300.000	-27.610	C	Amount:\$ -8,283.00
Item Description: WIDENING WITH HMA, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0068	1700976	0068	305-07471	SYS	77.790	65.330	C	Amount:\$ 5,082.02
Item Description: WIDENING WITH PCC BASE 8 IN								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 001 = \$ -3,200.97

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change. The area for HMA wideing in front of the curb and gutter measured 1.0 foot in width. This was too narrow to properly compact the HMA material as designed. This area is shown on the typical cross section. Class A concrete was substituted to fill the void and to have a properly compacted base. The use of concrete will reduce the amount of hma needed. The designer approved this change of material. The contractor stated that they only wanted paid for the actual material. They would not charge for the labor to install the concrete. The removal of the existitng material was included in the cost of other items. A review of change order price history and bid tabs history returned an average price of 250.00 dollars per sys. This price would include the removal of the existing material. The INDOT AE and the INDOT PM were not notified at the time of discovery for this change order work.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: Ragle, Inc.

Signed By: Michael Runion

Date: 11/10/2022

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -40337

AE:Wren, Rachel

Letting Date:04/06/2022

PE/S:Robertson, Steve

Status:Draft

Change Order Information

Date Generated: 11/10/2022

Change Order No.: 002

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Modification to Center Curb at 3rd and Grant

Original Contract Amount

\$ 635,043.42

Current Change Order Amount

\$ 5,747.50

Percent: 0.905 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 5,747.50

Percent: 0.905 %

Modified Contract Amount

\$ 640,790.92

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -40337
 Project: 1700976 - State:170097600LC5
 Change Order Nbr: 002
 Change Order Description: Modification to Center Curb at 3rd and Grant
 Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0069	1700976	0069	202-05677	EACH	5,747.500	1.000	C	Amount:\$ 5,747.50

Item Description: BARRIER ISLAND REMOVE

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 002 = \$ 5,747.50

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change. The center curb on 3rd Street and Grant Street needed to be reworked to meet the designers intended design. There was confusion on the plans as to the intended design. The intent was to have two pedestrian crossings and two bike crossings. The contractor did not construct the two bike crossings initially. Portions of the center curb were removed and reworked with concrete to accommodate the bicycle crossings. The plans were not clear as to the bike crossings except on the pavement marking sheet. It was determined that this was an all fault situation and the cost would be split in half. The attached documentation outlines this agreement. The contractor submitted pricing for the concrete removal at 6837 dollars. The new concrete work was submitted at 4658 dollars. A total of 11495 dollars. The split of the cost is 5747 dollars and 50 cents. The contractor will pay half and the City of Bloomington will pay the other half. This is a non-participating change order due to it being rework.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Ragle, Inc.

Signed By: Michael Runion

Date: 11/10/2022

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------



Board of Public Works Staff Report

Project/Event: Award Construction Contract for the W Allen St Greenway Project

Petitioner/Representative: Engineering Department

Staff Representative: Sara Gomez, Project Manager

Date: 11/22/2022

Report: This project will construct neighborhood greenway improvements consisting of speed cushions, curb bumpouts, rain gardens, modified median island, pavement markings, and signs on W Allen St from Patterson Dr to Walnut St. The project was initially prioritized within the City's Transportation Plan, and project development included a public process with two public meetings and approval by the Bicycle and Pedestrian Safety Commission. This project will be funded by ARPA 176-07-G21005-54310.

Maintenance of Traffic and Road Closure

Construction is scheduled for 2023 to last 60 days with completion by August 8th, 2023. Most work will be completed with minimal lane restrictions, but a full closure of Rogers will be allowed for up to 7 days during modifications to the median island at Rogers and Allen.

Bids

Bids were received at a Board of Public Works Work Session on Monday November 21st, 2022. The Board has received the following # bids.

- **Rivertown Construction, LLC: \$298,426.00**
- **E&B Paving, LLC: \$290,00.00**
- **Crider & Crider, Inc.: \$320,386.75**
- **Milestone Contractors: \$344,300.00**
- **Smock Fansler Corporation: \$293,731.25**

With E&B Paving, LLC as the apparent lowest responsive and responsible bidder.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$290,000.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 5	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

They were th lowest, responsible, and responsive bidder.

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

E&B Paving, LLC

FOR

West Allen Street Greenway from Patterson Drive to Walnut Street

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of speed cushions, curb bump outs, raingardens, median island, pavement markings, and signs on West Allen Street from Patterson Drive to Walnut Street (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each

Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee,

agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this

Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 **Extent of Agreement: Integration**

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

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

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

5.05 **Insurance**

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

<u>Coverage</u>	<u>Limits</u>
A. Worker’s Compensation & Disability	Statutory Requirements
B. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000

D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or

design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Sara Gomez		
P.O. Box 100 Suite 130		
Bloomington, Indiana 47402		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington

Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

W Allen St Greenway from Patterson Dr. to Walnut St.

Greenway improvements along West Allen Street from the Patterson Drive to Walnut Street include, but are not necessarily limited to, a one-block diversion to an existing alley between Madison and Morton Streets. Work includes the installation of asphalt speed cushions and adjacent curb bumpouts, incidental patching at front of curbs, and restoration of areas behind these installations with topsoil and sodding. Contractor shall install concrete curbs, limestone blocks, sidewalks, and ramps where indicated on the Plans. Contractor shall install all signs and permanent pavement markings. The curbed median in the intersection of Allen and Rogers is to be modified. Work includes two curbed rain gardens. Contractor shall install or modify Greenway signage. Contractor shall install all signs and permanent pavement markings.

All work shall be conducted in coordination with the City of Bloomington Engineering Department and is subject to the complete requirements detailed in the Invitation to Bidders, including but not limited to any required general and special conditions for the project.

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	N/A	N/a	N/a	N/a	N/a
B.					
C.					
D.					
				Total	\$ <u>N/a</u>

Method of Compliance (Specify) N/a

Date: November 21, 2022

Garrett Gough
Signature

Garrett Gough, Division Manager
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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

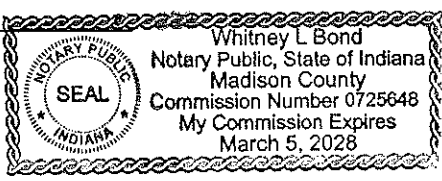
My Commission Expires: March 5, 2028

Whitney L Bond
Signature of Notary Public

County of Residence: Madison

Whitney L Bond
Printed Name of Notary Public

Commission #: 0725648



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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

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

Signature
Garrett Gough

Printed Name
Garrett Gough

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 21 day of November, 20 21.

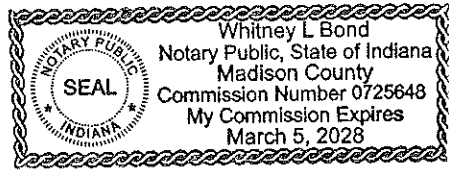
My Commission Expires: March 5, 2028

Signature of Notary Public
Whitney L Bond

County of Residence: Madison

Printed Name of Notary Public
Whitney L Bond

My Commission #: 0725648



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 21 day of November, 2022.

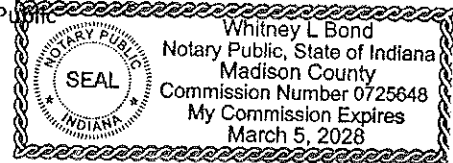
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Signature of Notary Public

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Whitney L Bond
Printed Name of Notary Public

My Commission #: 0725648





**City of Bloomington
Engineering Department**

ATTACHMENT 'E'

Letting Date: November 21st, 2022

Unit Prices

Page 1 of 2

Project Title : West Allen Street Greenway

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	9,000.00	\$9,000.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	14,000.00	\$14,000.00
003	201-52370	CLEARING RIGHT OF WAY	1	LS	53,617.00	\$53,617.00
004	303-01180	COMPACTED AGGREGATE NO 53	19	TON	180.00	\$3,420.00
005	304-12624	HMA PATCHING, PARTIAL DEPTH, TYPE B	5	TON	1,000.00	\$5,000.00
006	305-07468	PCCP BASE PATCHING, 12 IN	24	SYS	100.00	\$2,400.00
007	306-08033	MILLING, ASPHALT, 1 IN.	24	SYS	50.00	\$1,200.00
008	402-XXXXX	HMA SPEED CUSHION	14	EACH	2,600.00	\$36,400.00
009	406-05520	ASPHALT FOR TACK COAT	59	SYS	6.00	\$354.00
0010	604-04452	LIMESTONE	76	CFT	110.00	\$8,360.00
0011	604-06070	SIDEWALK CONCRETE, 4 IN. OR 6 IN.	47	SYS	140.00	\$6,580.00
0012	604-08086	CURB RAMP, CONCRETE	4	SYS	400.00	\$1,600.00
0013	604-12083	DETECTABLE WARNING SURFACES	2	SYS	700.00	\$1,400.00
0014	605-06120	CURB, CONCRETE	110	LFT	115.00	\$12,650.00
0015	605-06125	CURB, CONCRETE, MODIFIED - REINFORCED	129	LFT	145.00	\$18,705.00
0016	605-06225	CENTER CURB, B, MODIFIED	39	SYS	350.00	\$13,650.00
0017	616-03096	RIVER ROCK	4	TON	250.00	\$1,000.00
0018	616-06396	RIPRAP, LARGE AGG RIVER ROCK	4	TON	250.00	\$1,000.00
0019	621-06575	SODDING, NURSERY	22	SYS	50.00	\$1,100.00
0020	621-09908	SOIL, ENGINEERED	20	CYS	300.00	\$6,000.00
0021	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5	1	EACH	1,000.00	\$1,000.00
0022	622-05654	^{IN} PLANT, PERENNIAL	166	EACH	38.00	\$6,308.00
0023	702-03607	CORED HOLE IN CONCRETE, MANHOLE	1	EACH	1,500.00	\$1,500.00
0024	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	30	LFT	40.00	\$1,200.00
0025	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	4	LFT	200.00	\$800.00
0026	720-45270	PIPE CATCH BASIN, 18 IN.	1	EACH	2,000.00	\$2,000.00

Continued on next page.



Project Title : West Allen Street Greenway

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0027	721-10149	DEBRIS SCREEN	2	EACH	4,000.00	\$8,000.00
0028	801-04308	ROAD CLOSURE SIGN ASSEMBLY	11	EACH	208.00	\$2,288.00
0029	801-06625	DETOUR ROUTE MARKER ASSEMBLY	20	EACH	198.00	\$3,960.00
0030	801-06640	CONSTRUCTION SIGN, A	18	EACH	166.00	\$2,988.00
0031	801-06645	CONSTRUCTION SIGN, B	4	EACH	81.00	\$324.00
0032	801-06775	MAINTAINING TRAFFIC	1	LS	30,000.00	\$30,000.00
0033	801-07119	BARRICADE, III-B	230	LFT	15.00	\$3,450.00
0034	802-05704	SIGN POST, SQUARE TYPE 1 UNREINFORCED ANCHOR BASE	132	LFT	26.00	\$3,432.00
0035	802-07060	SIGN, SHEET, RELOCATE	7	EACH	200.00	\$1,400.00
0036	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	74	SFT	31.00	\$2,294.00
0037	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	23	EACH	250.00	\$5,750.00
0038	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	36	LFT	15.00	\$540.00
0039	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON (PAIRS) WHITE	23	EACH	200.00	\$4,600.00
0040	808-XXXXX	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	22	EACH	425.00	\$9,350.00
0041	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	120	LFT	2.00	\$240.00
0042	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	10	LFT	15.00	\$150.00
0043	808-95933	CURB PAINTING, YELLOW	99	LFT	10.00	\$990.00
					BASE BID:	\$290,000.00

Bidder acknowledges that:

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

ESCROW AGREEMENT

West Allen Street Greenway from Patterson Drive to Walnut Street

THIS ESCROW AGREEMENT is made and entered into this 22 day of November, 2022, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E&B Paving, LLC (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 22nd day of November, 2022, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled

thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

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

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

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

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

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

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

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

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

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

follows:

If to Owner:

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

If to Escrow Agent:

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

If to Contractor:

Name: _____
Address: _____
City/State: _____
Attn: _____

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

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

Reviewed and Approved By:

Jeffrey Underwood, Controller
City of Bloomington

Dated: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Amy Kaiser, Vice President,
Treasury Management Services



Board of Public Works Staff Report

Project/Event: Atlantic Engineering Group (AEG)
Staff Representative: Jason Kerr
Petitioner/Representative: Bret Simons
Date: November 22nd, 2022

Report: AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from November 25th through end of project, which we're estimating to be 4 weeks per project area.

AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 2 area projects to be granted through this BPW meeting. The following areas include...

E Morningside Dr North to south, this is between Park Ridge Ct & E Morningside Dr
 West to east, this is between N Sheffield Dr and N Park Ridge Rd

S Dunn St North to south, this is between E 2nd St and E Allen St
 West to east, this is between S Lincoln St and S Park Ave



P.O. Box 349 | Buford, Georgia 30515
Main Office: (706)654-2298
www.aeg.cc

To: City of Bloomington – Engineering Department
Subject: City of Bloomington Right of Way Application

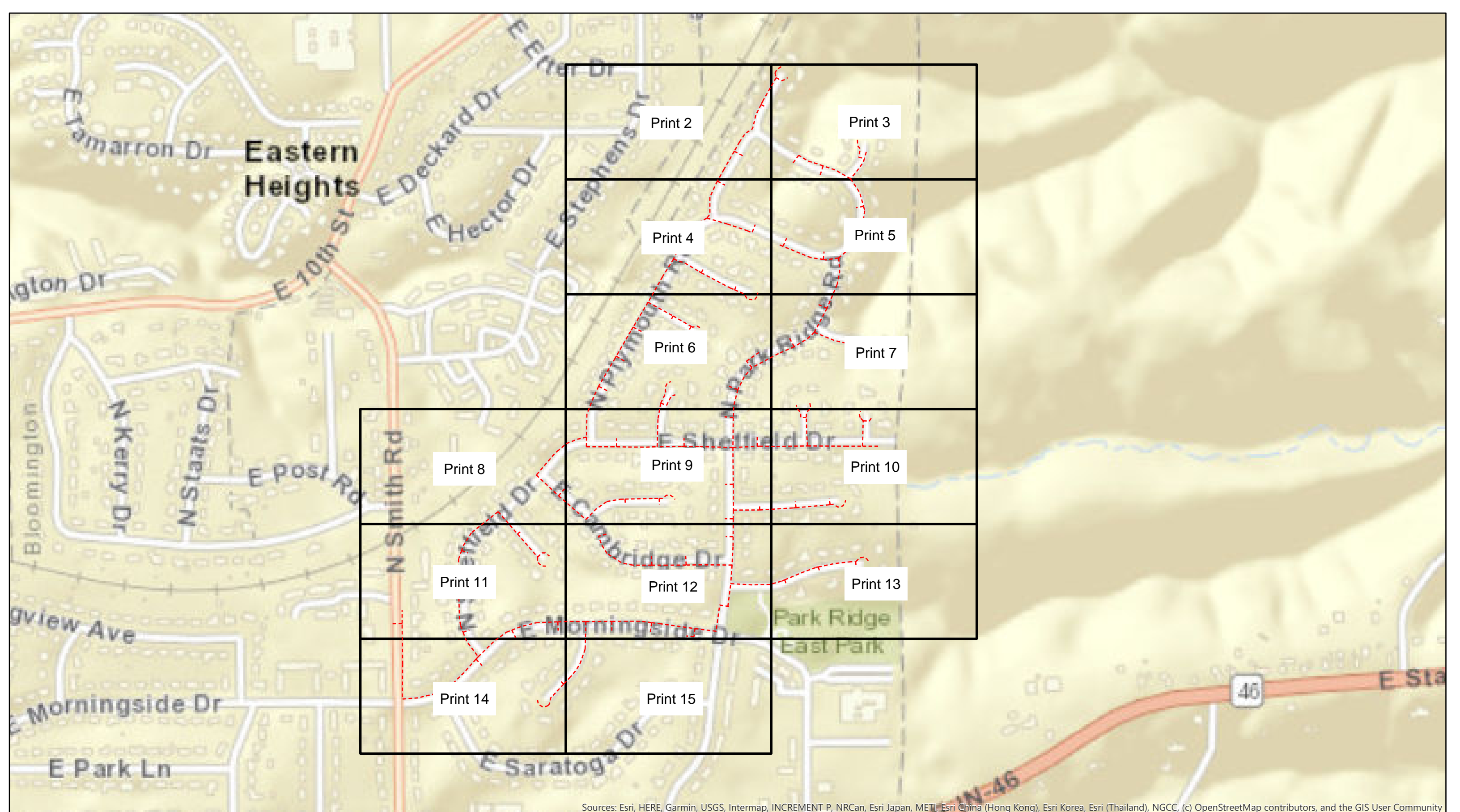
Dear Board Members,

Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these up coming projects, AEG is respectfully requesting access the to ROW as planned out in the submitted permits.

Traffic control plans will be attached to each permit. No long-term road closures or sidewalk closures are expected. Signs and flaggers will be present when needed and move with the project as it moves throughout the city. The areas will all be identified on the plans we submit to the cities Engineering Department.

Proper door hangers will be placed prior to the construction starting in a particular area. The door hangers will provide information about the construction and contact information if any issues arise.

Bret Simons
Project Coordinator
Atlantic Engineering Group

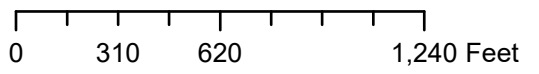


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



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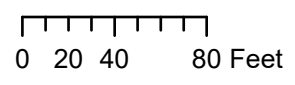
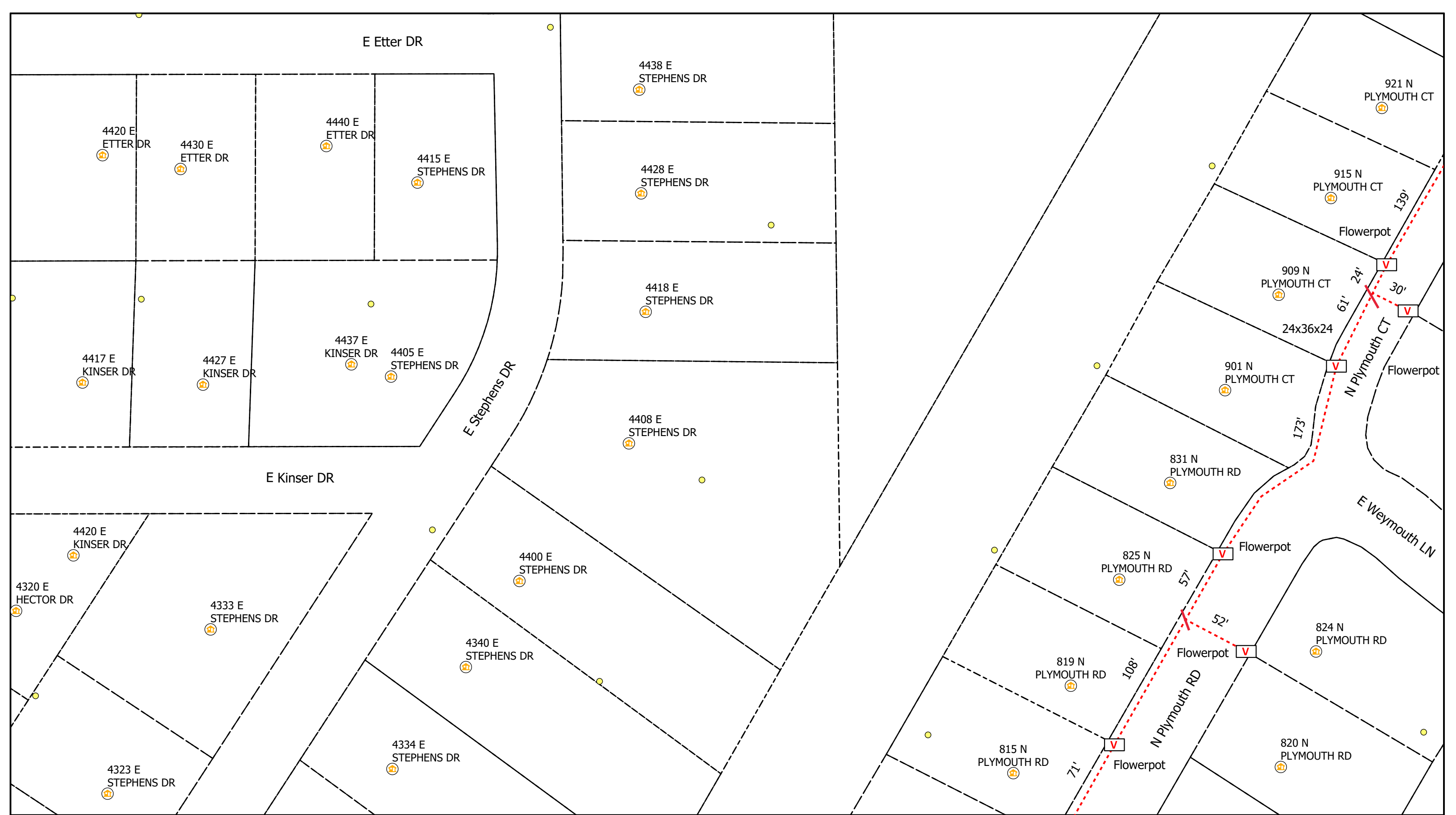
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City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

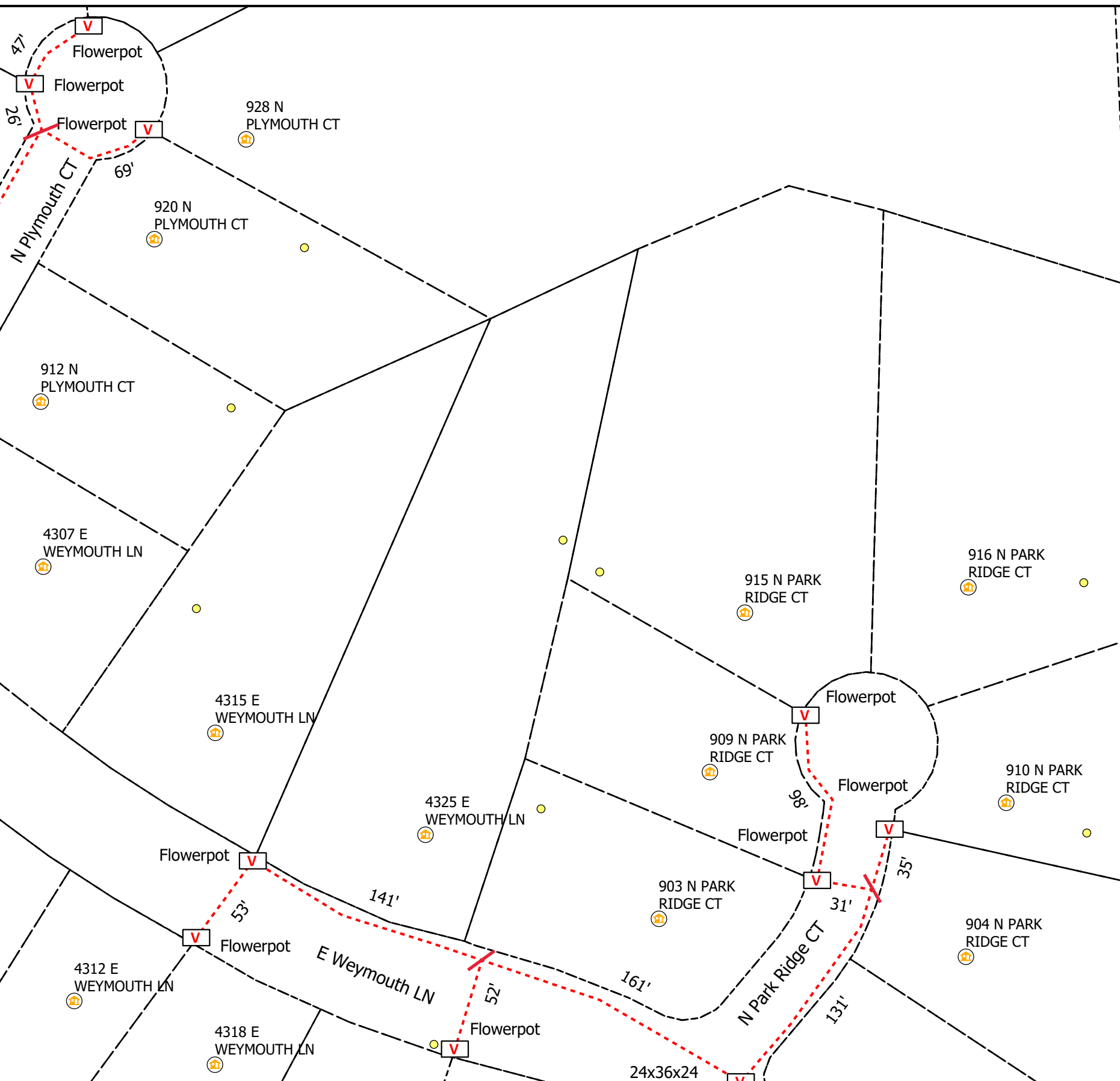
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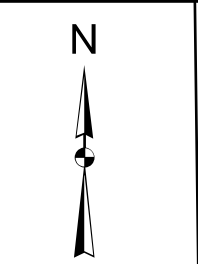


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- Ⓜ Address
- Ⓜ Grids
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- Ⓜ Sidewalk

V Vaults
— Overhead Strand
 Conduit

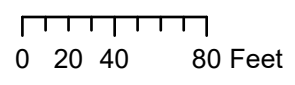
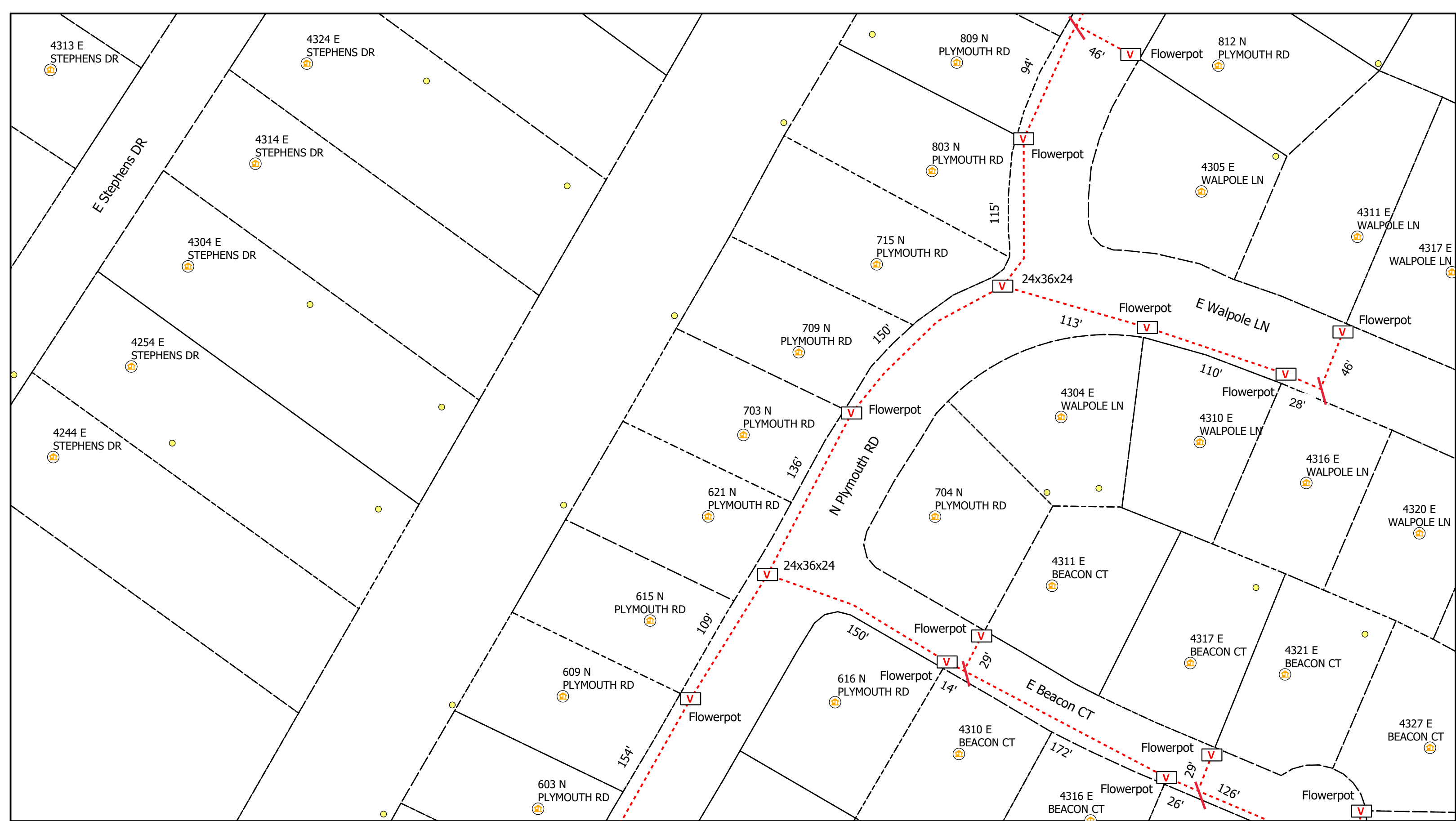
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Print 3 of 15



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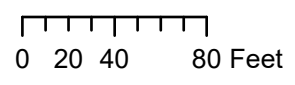
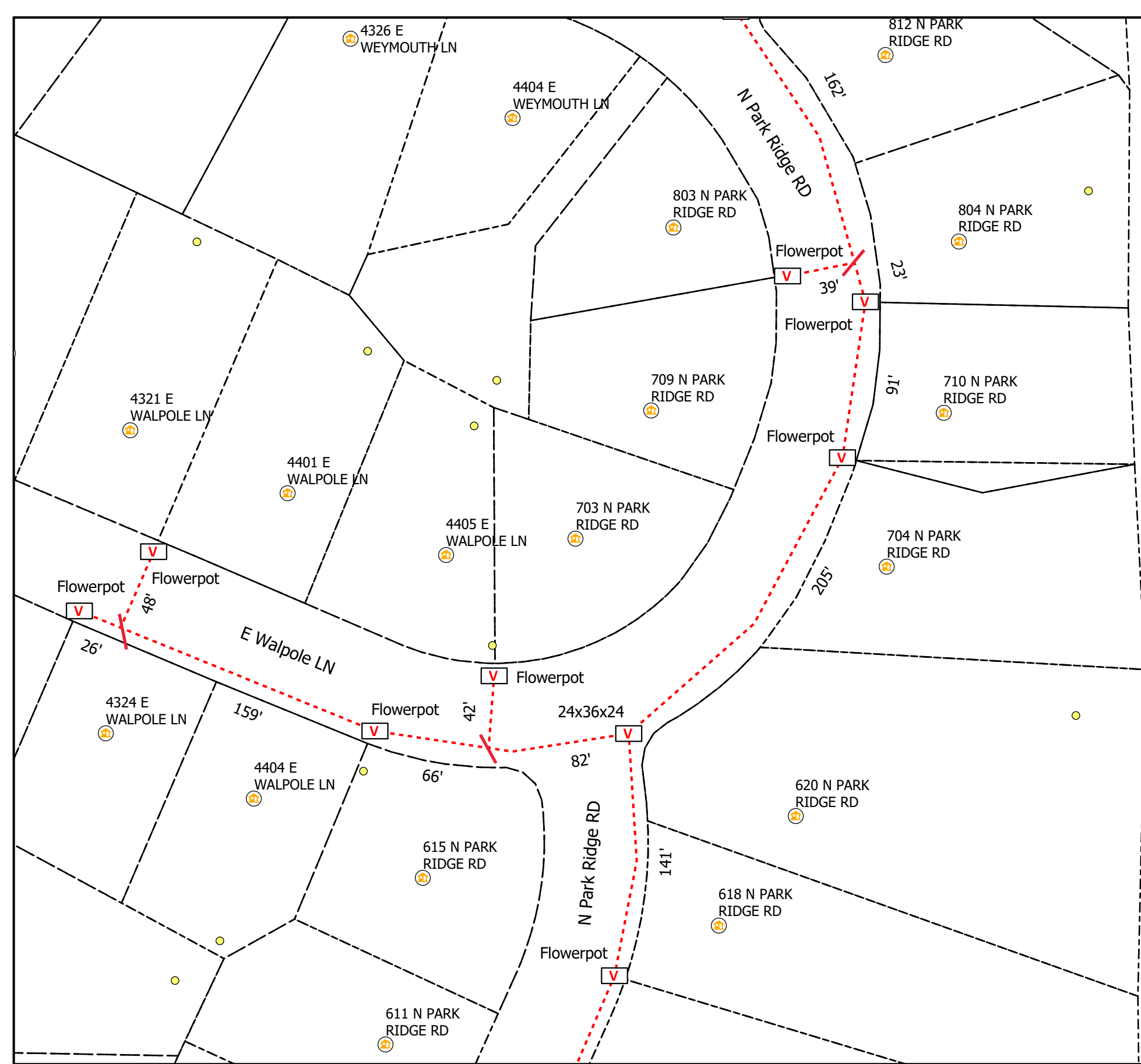
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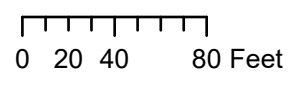
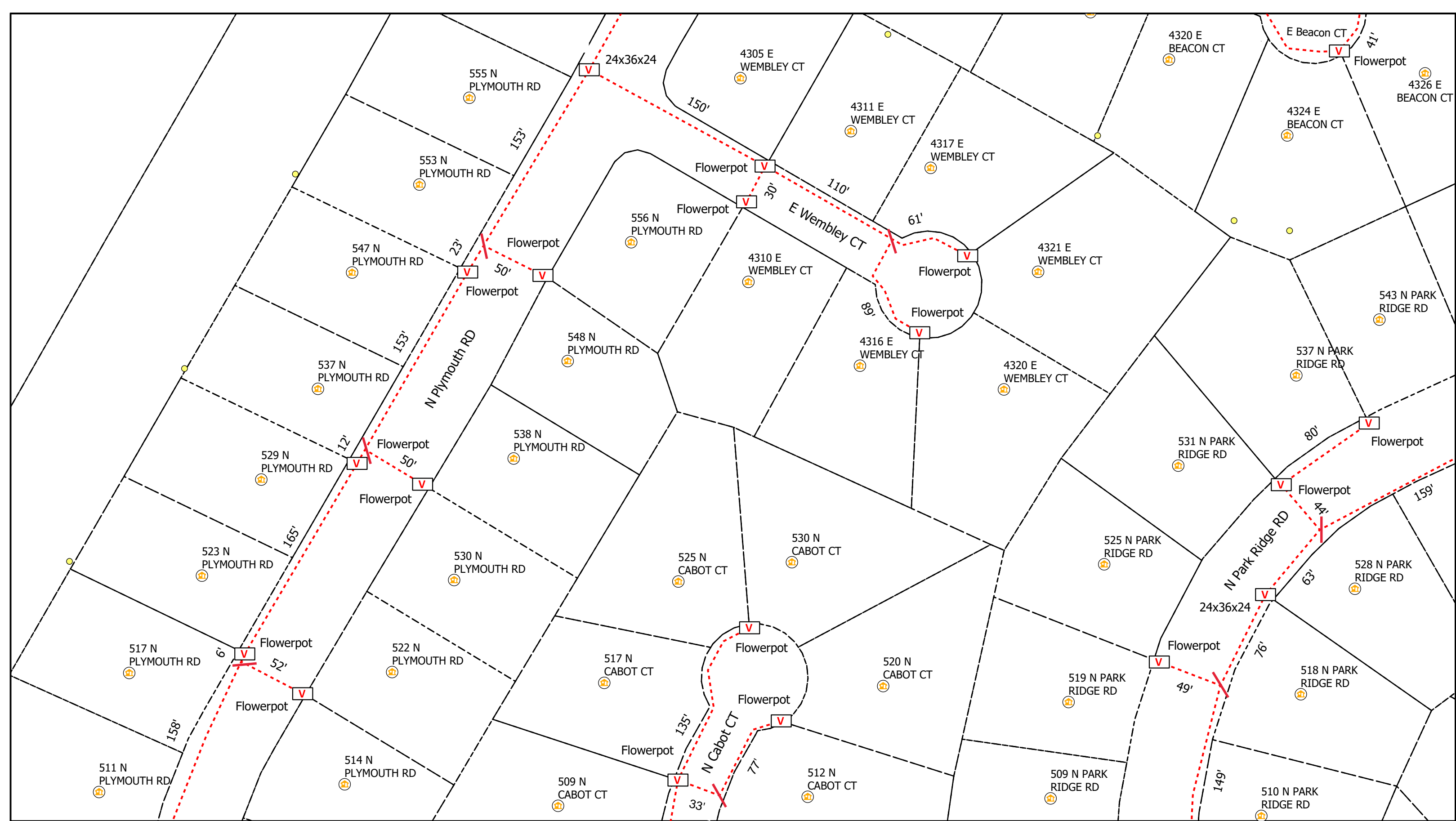
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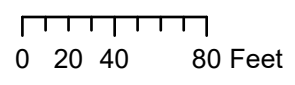
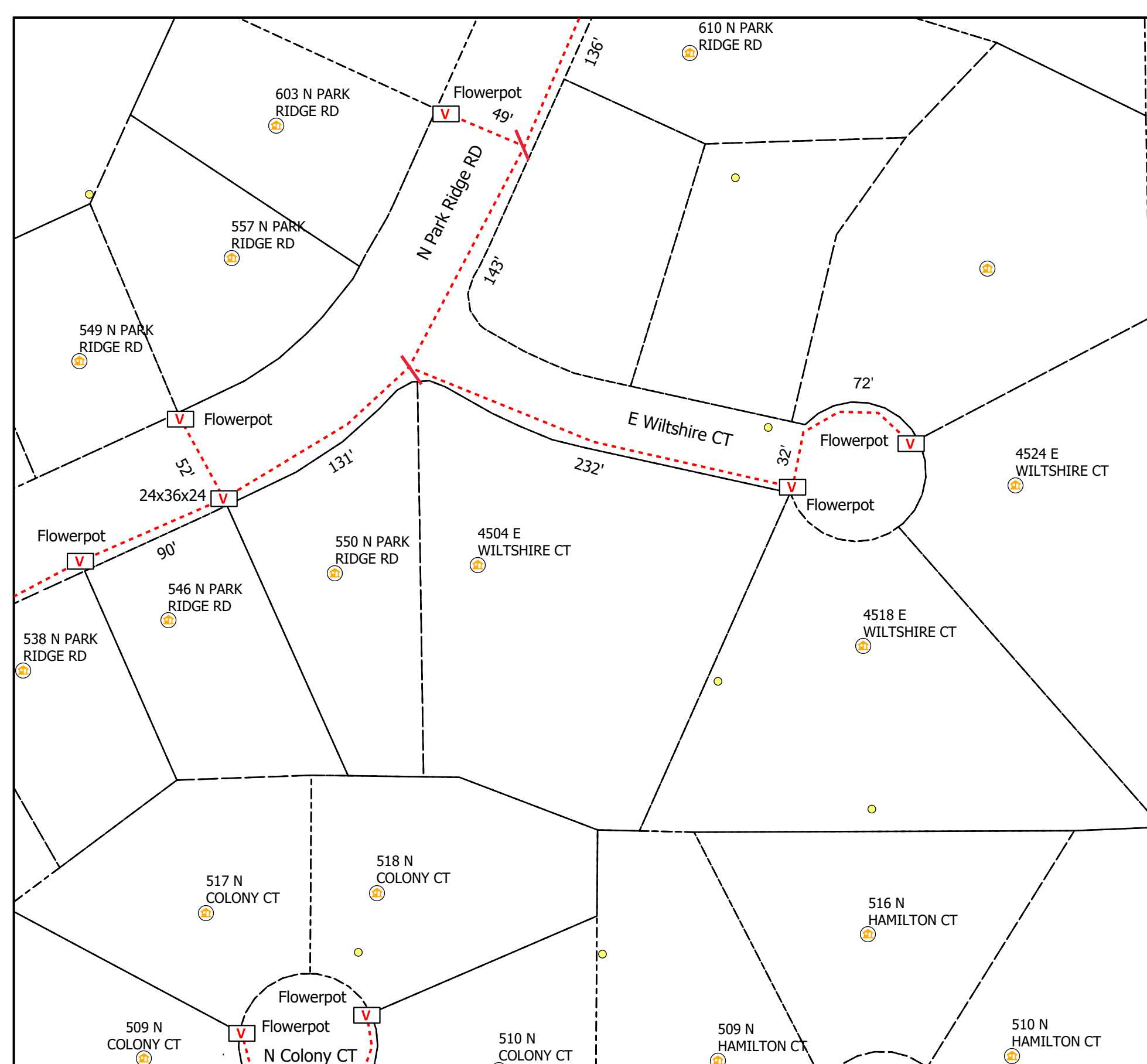
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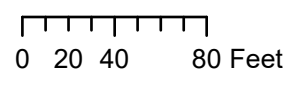
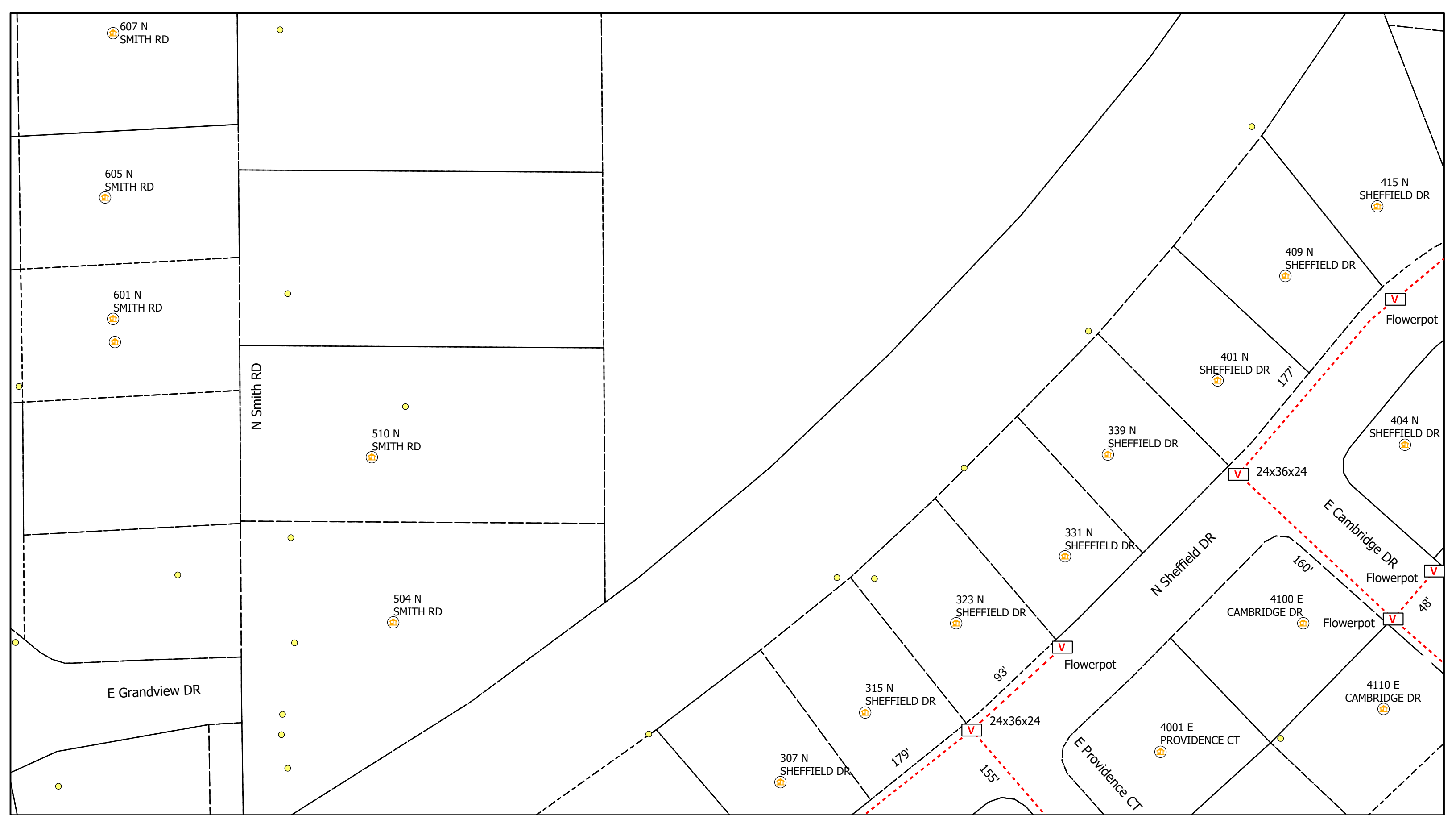
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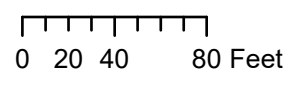
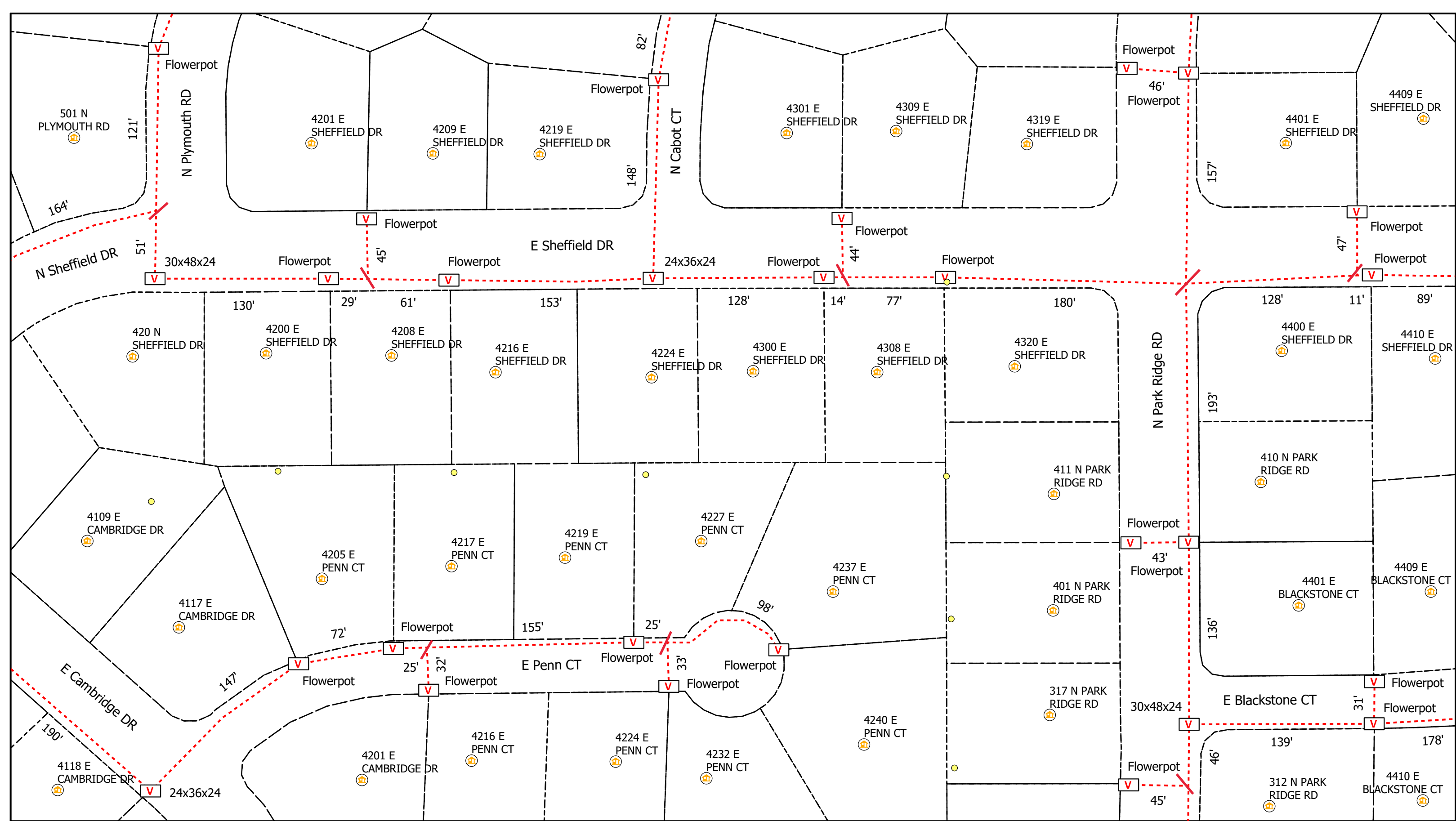
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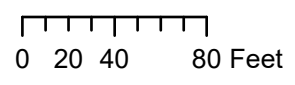
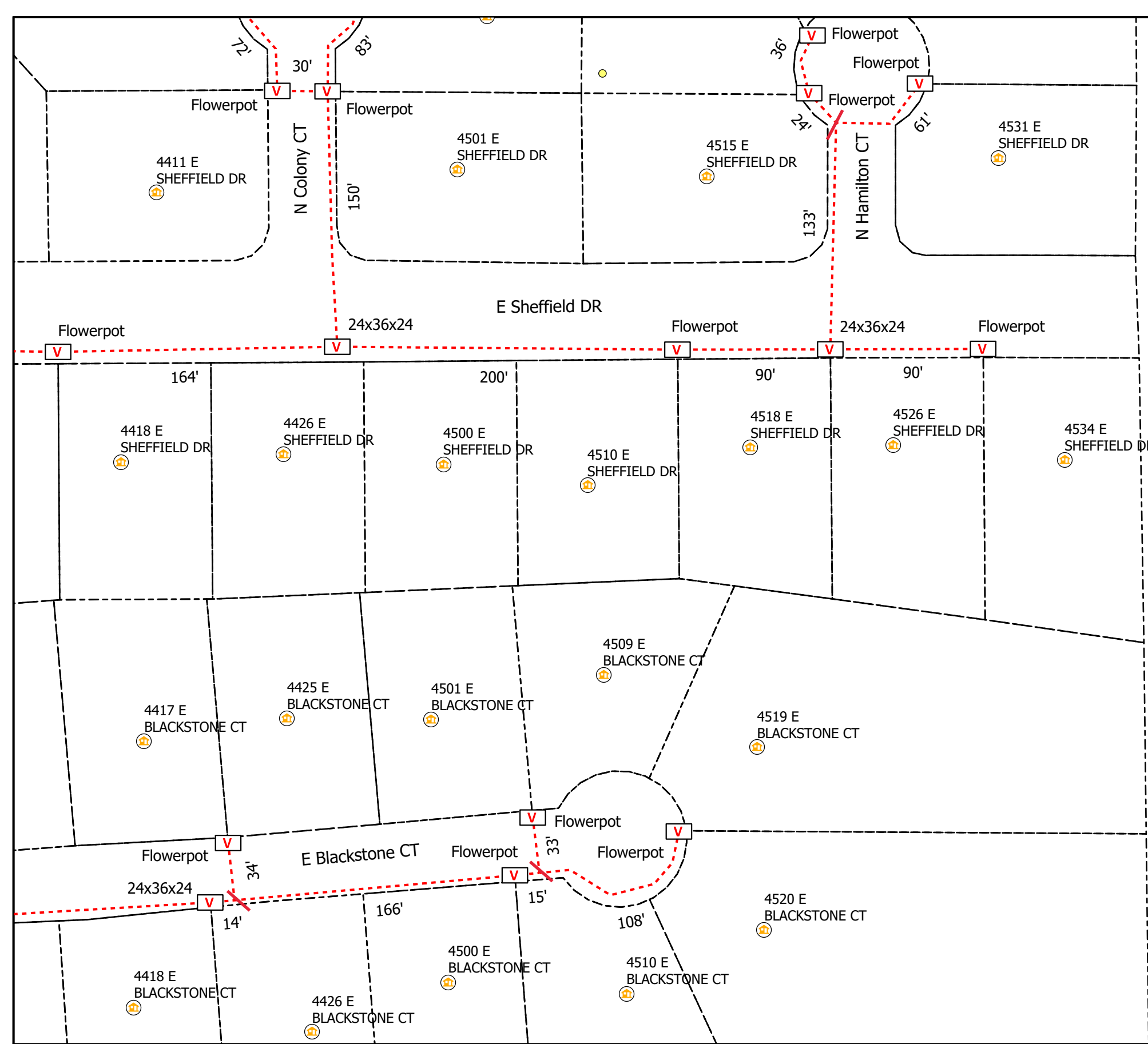
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Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

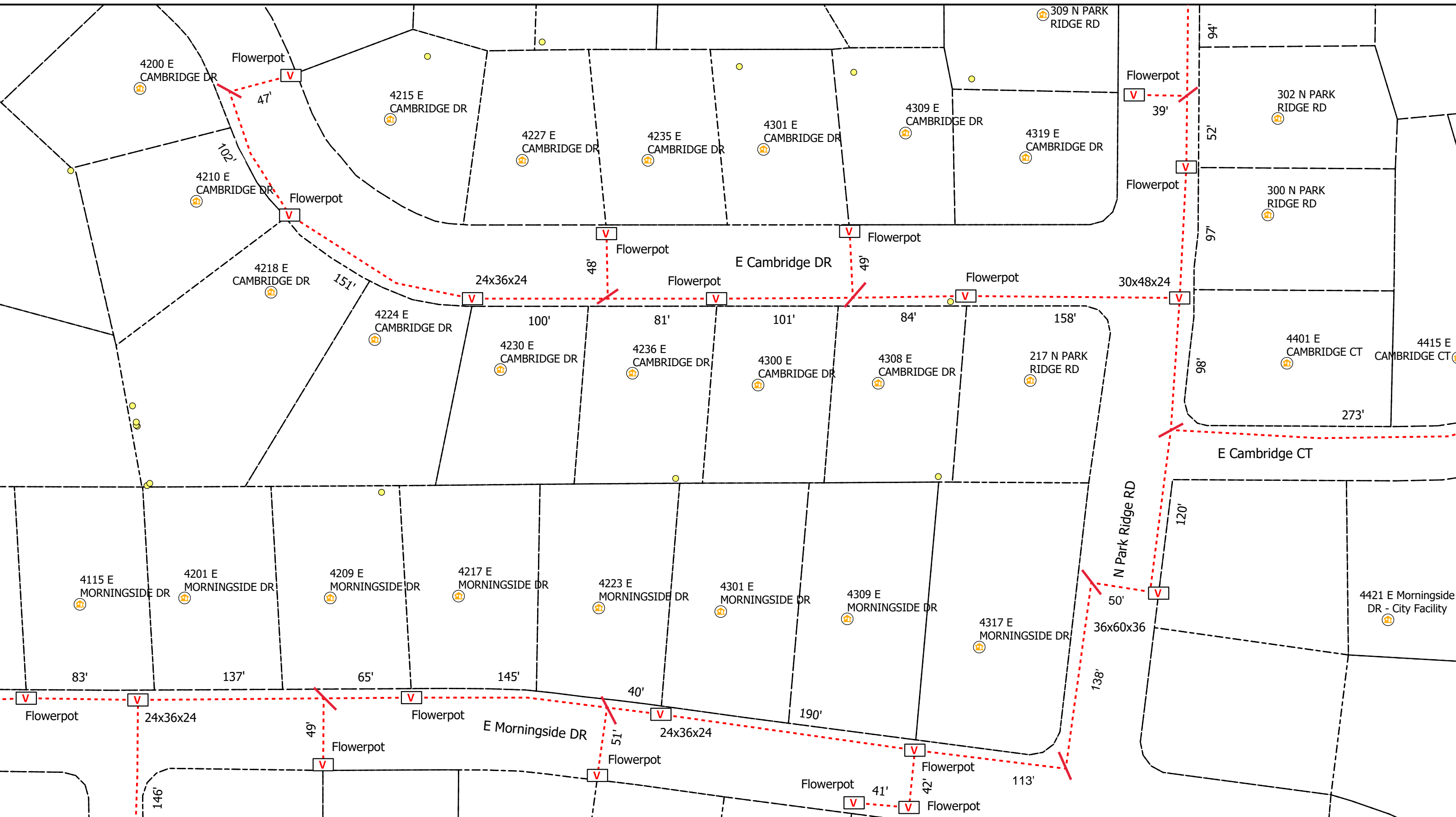
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



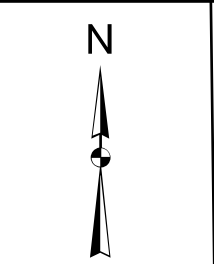


0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

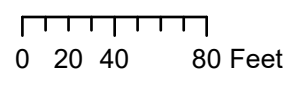
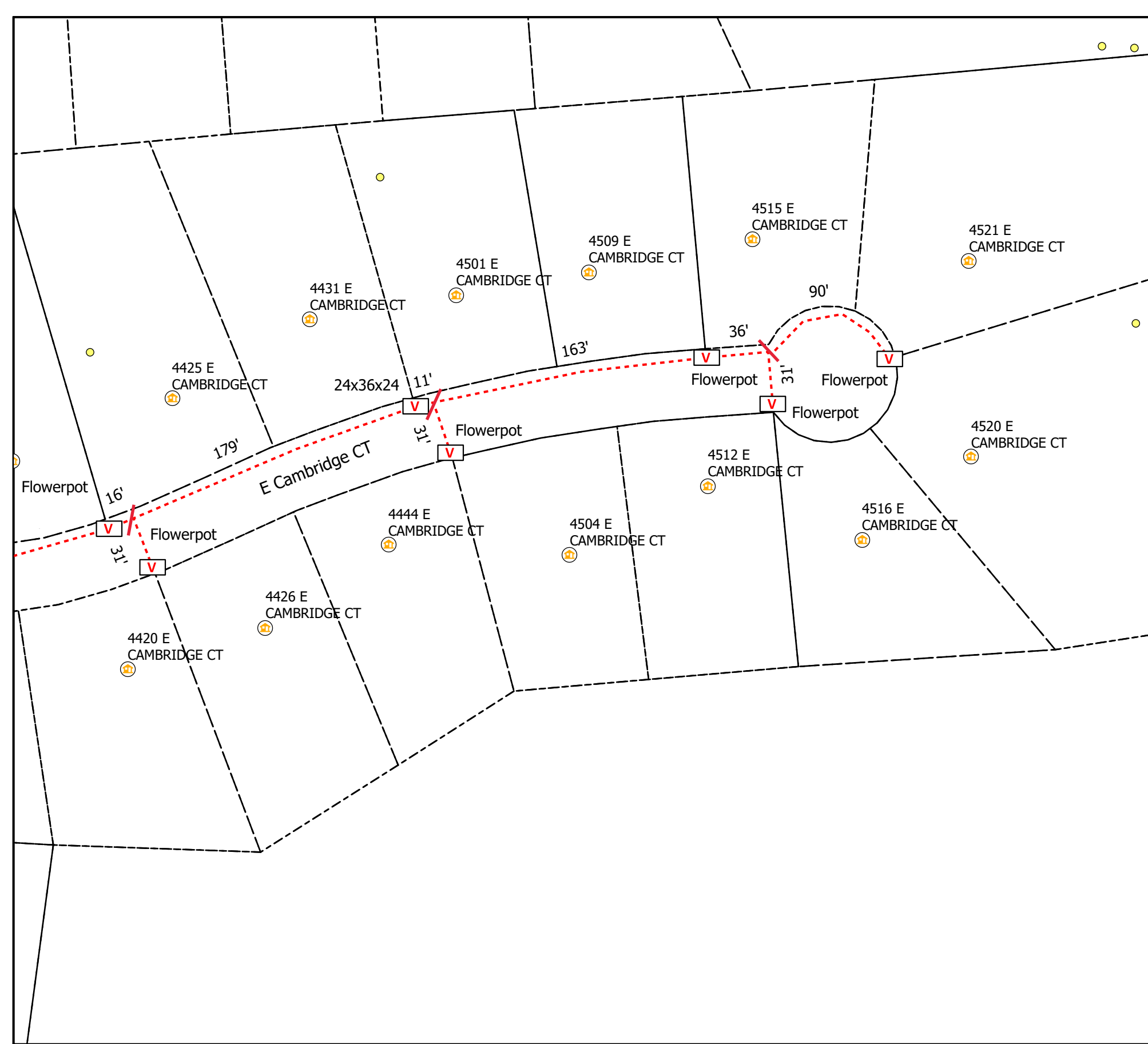
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 12 of 15



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
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- Address
- Anchor
- Sidewalk
- Grids

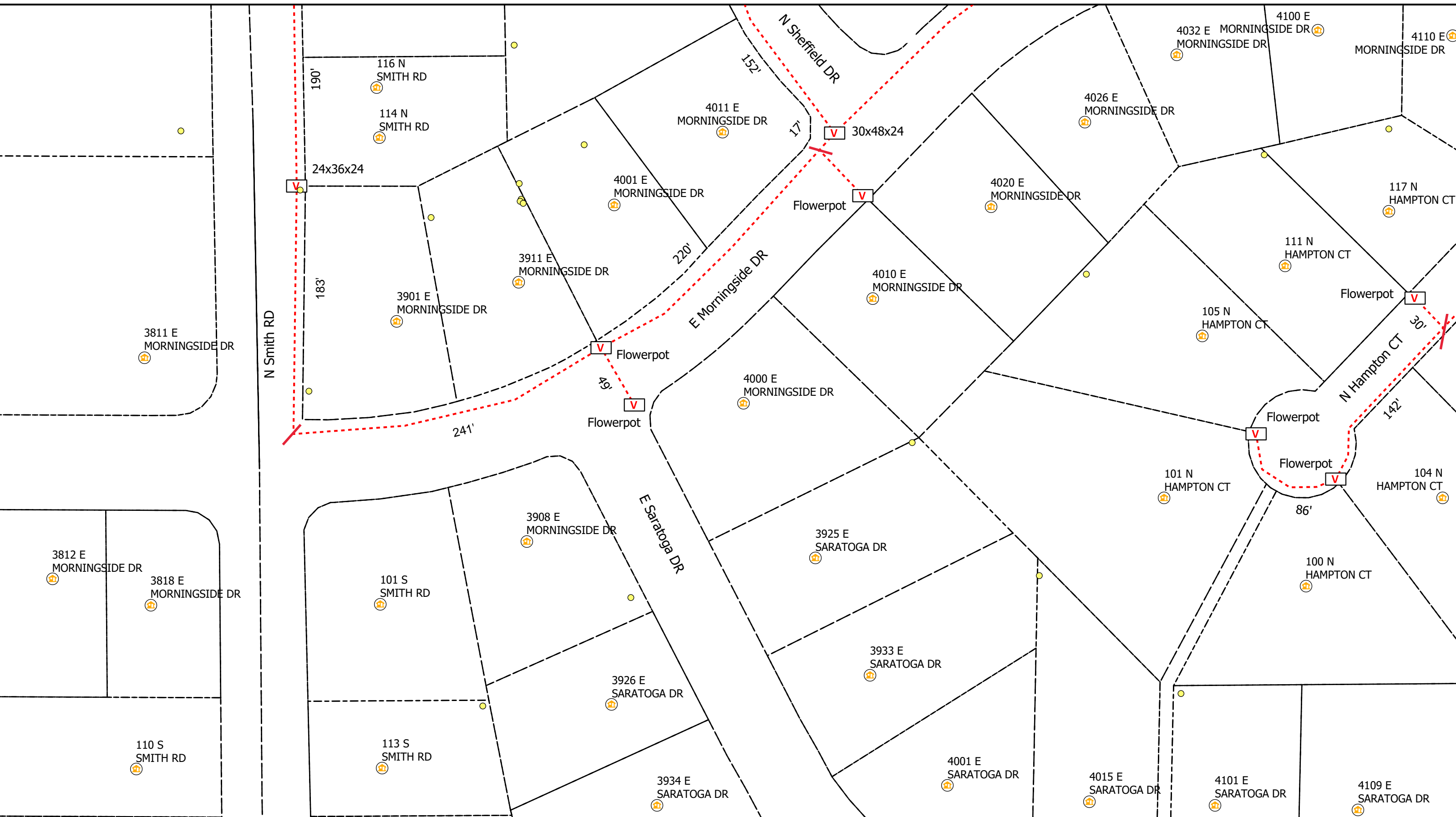
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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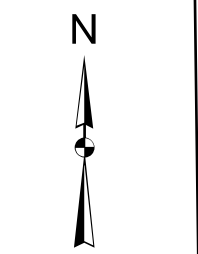




Legend

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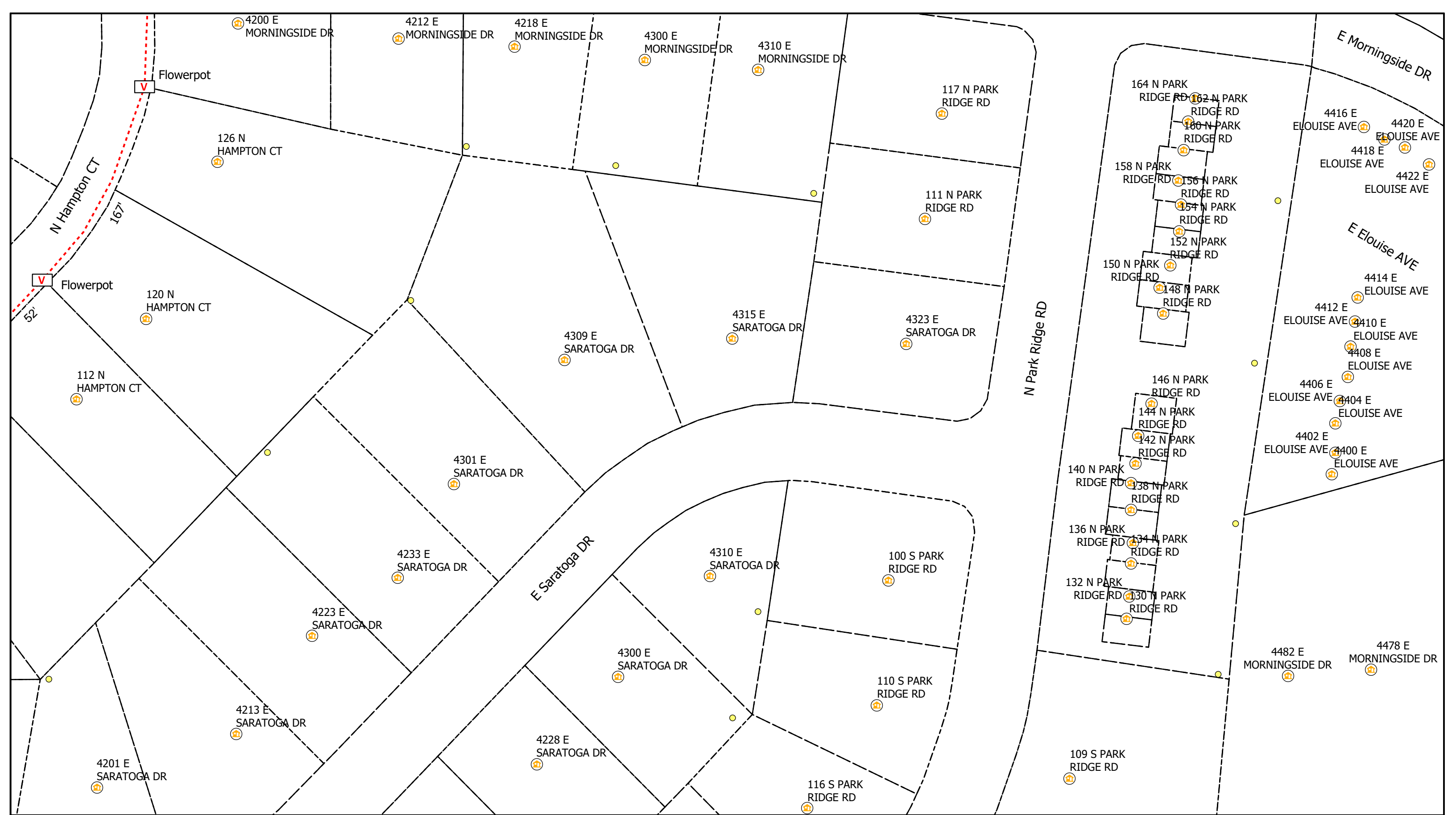
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 14 of 15



0 20 40 80 Feet

Legend

- Poles
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All Flowerpots 12" DIA

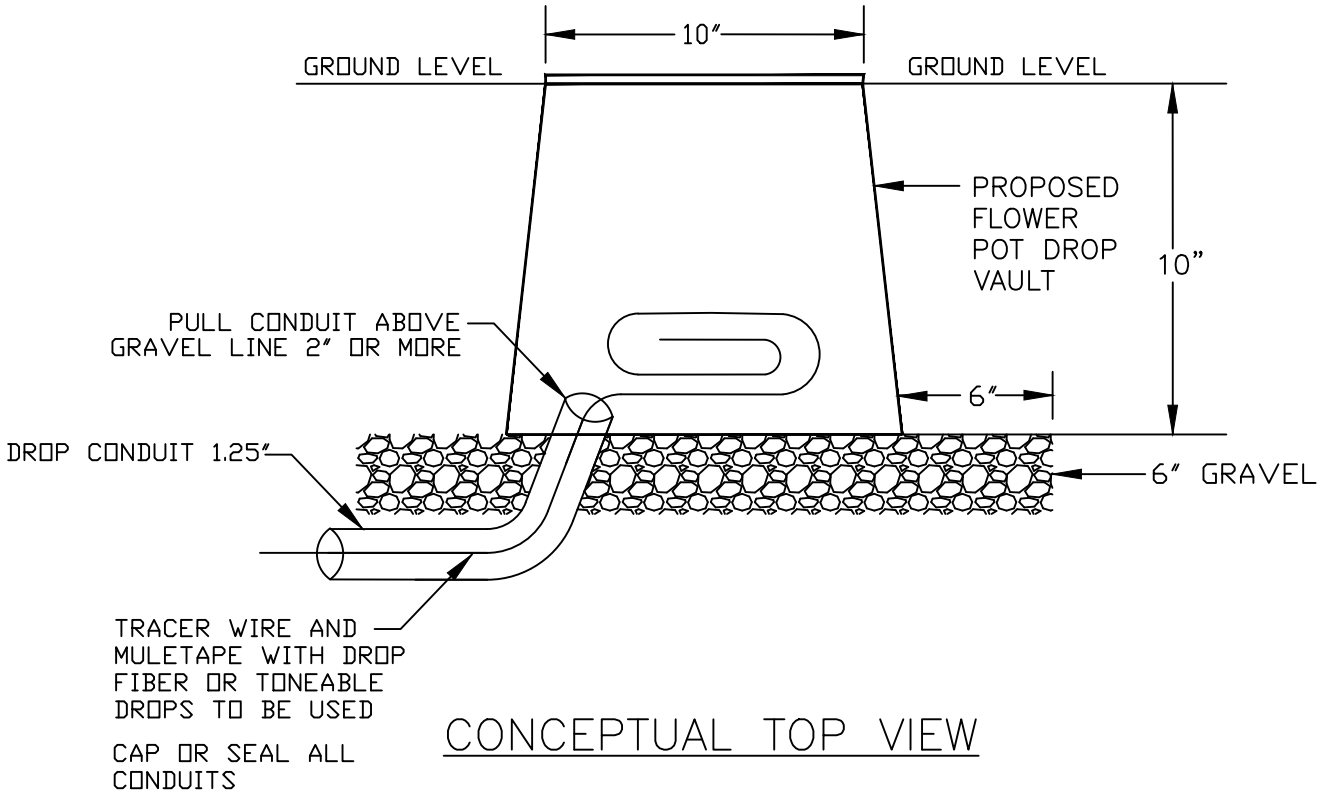


City of Bloomington, IN Permit:
Design View

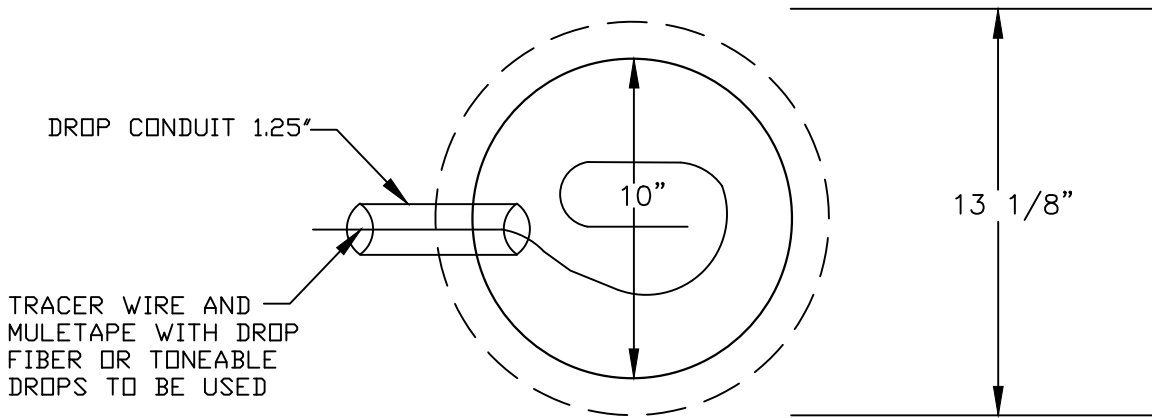
INI	BY	DATE	DESCRIPTION



CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

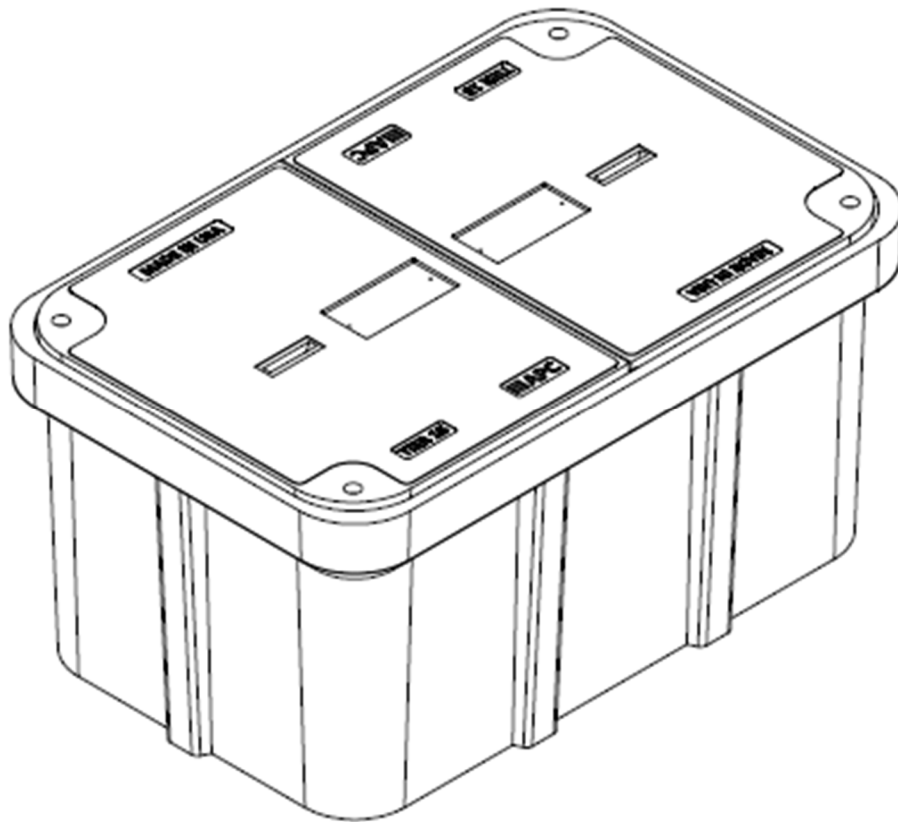


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

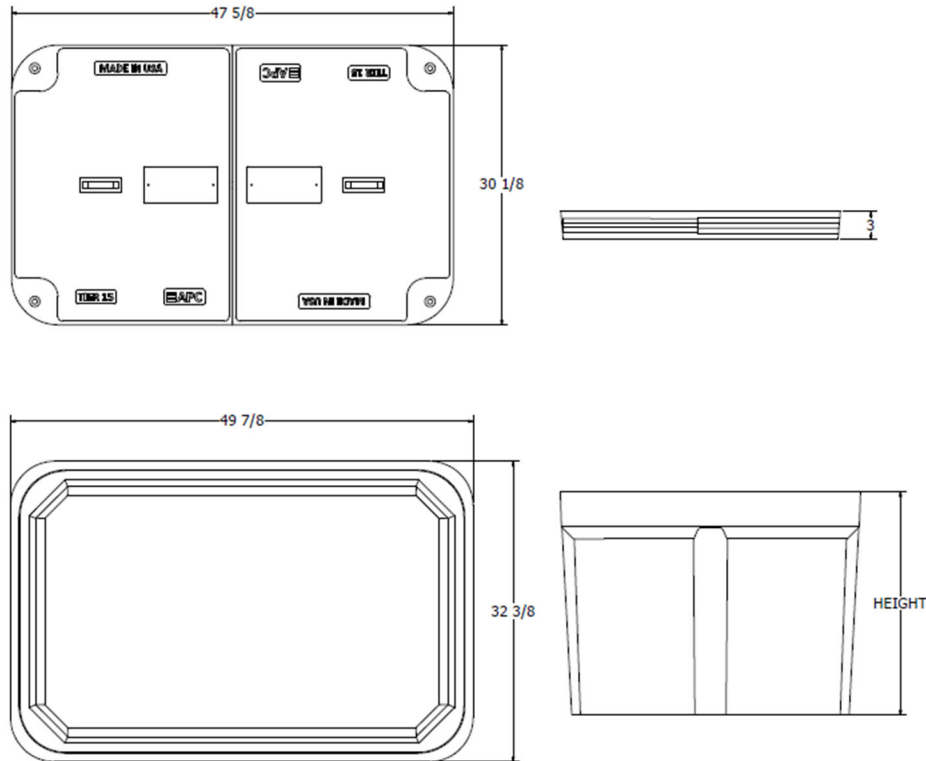


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



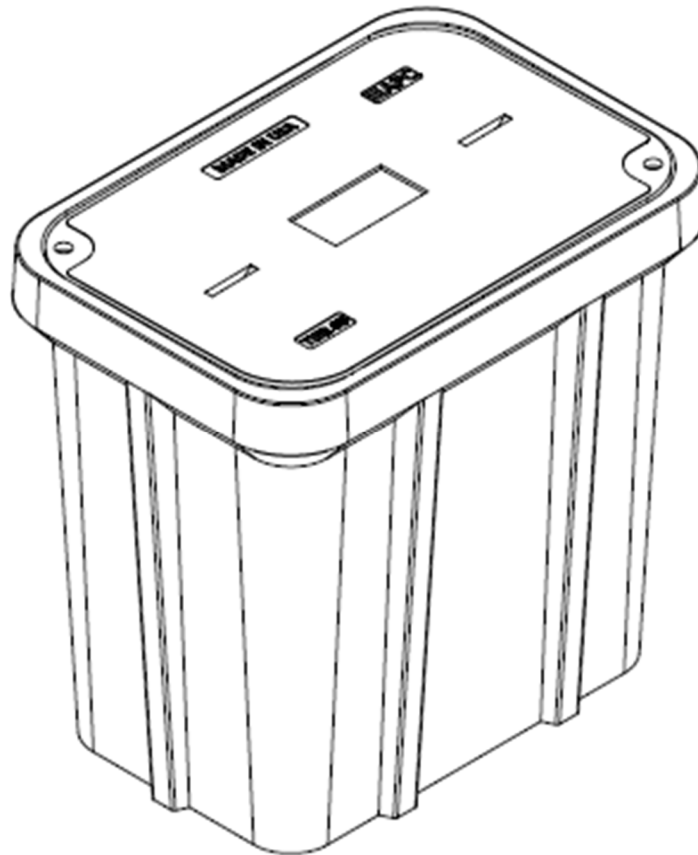
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

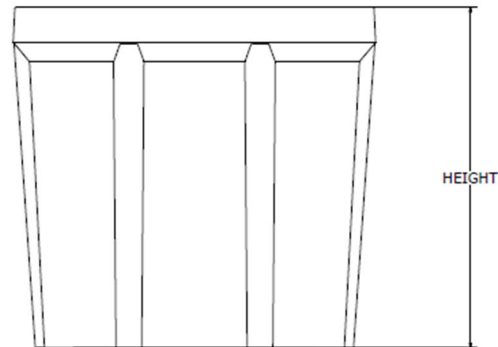
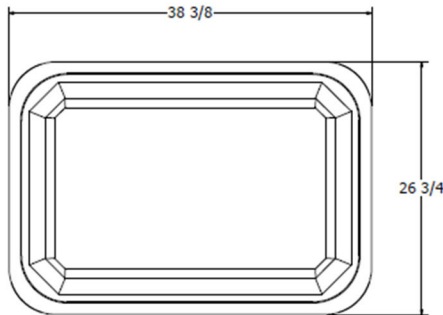
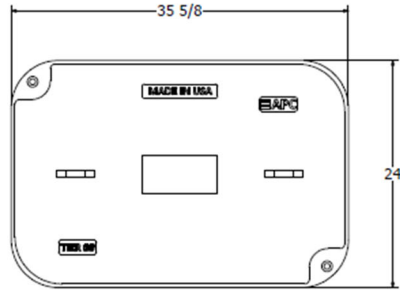


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



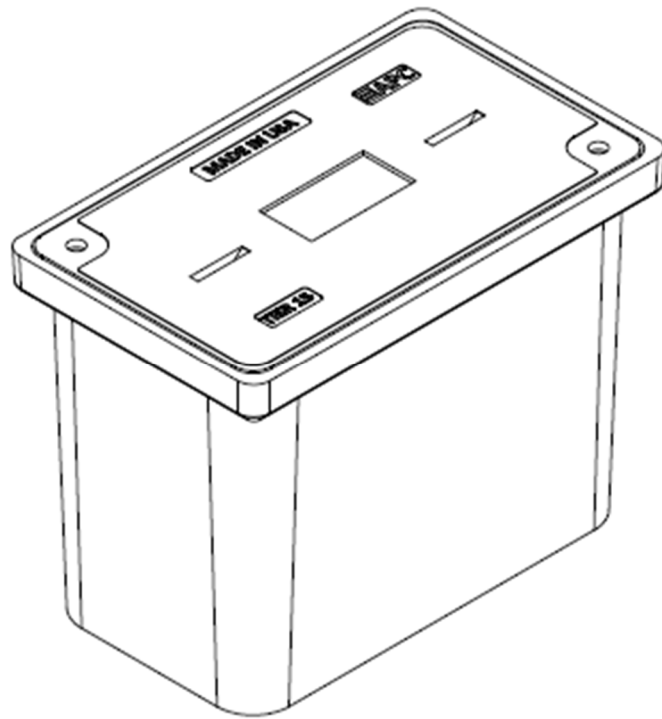
Auger Thread



17"x30" PC UNIT, TIER 15/22
 12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

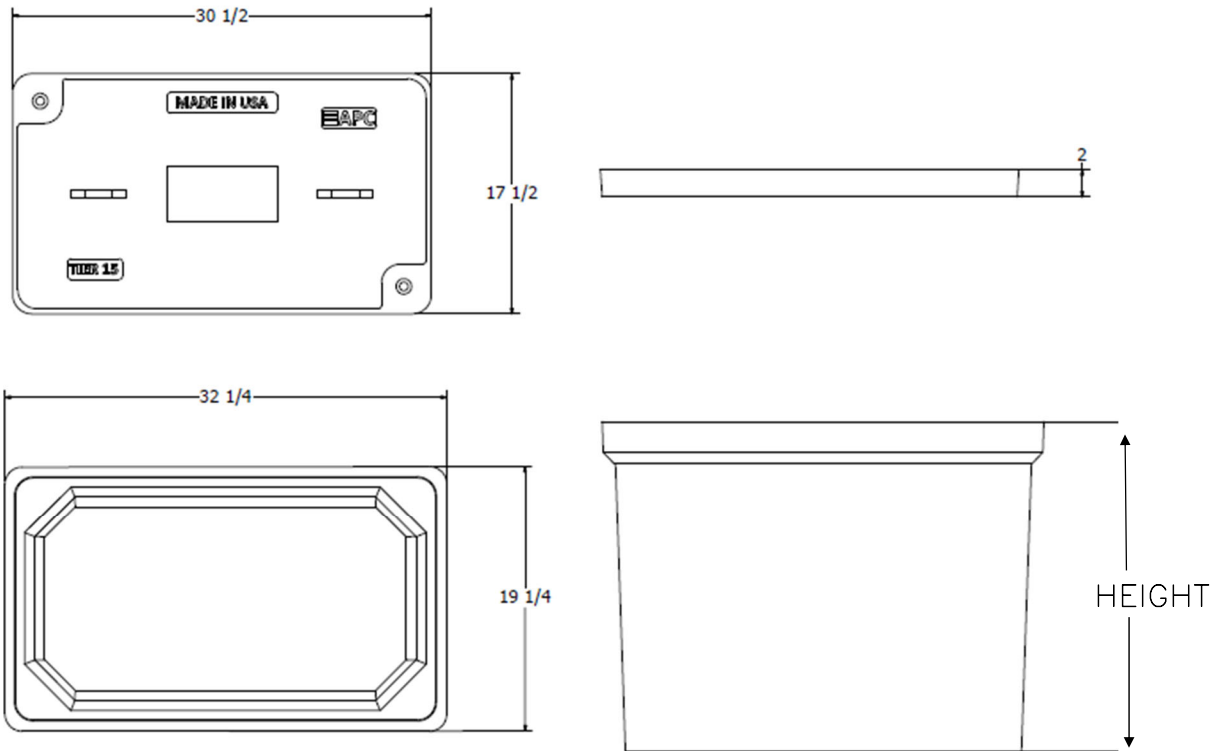


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



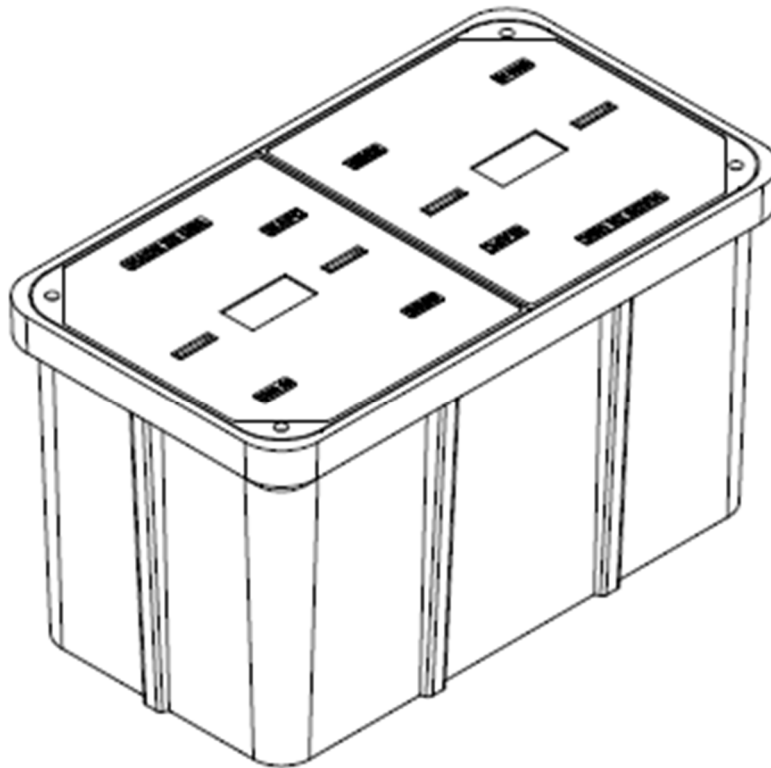
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

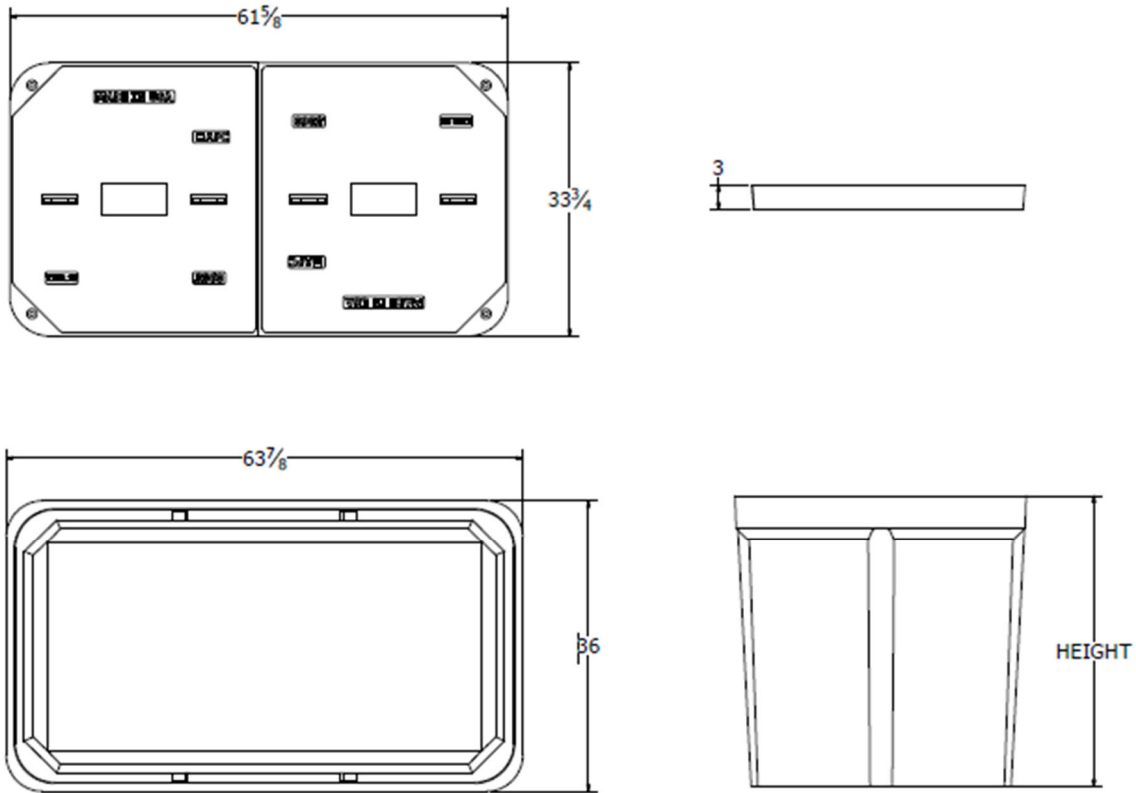


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Spacing Charts Based on MUTCD			Must be Approved by an Engineer				
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
15202 - E Morningside Dr TCP

Signature: _____

Company: _____

Date: 10/24/2022 **Project:** 15202 - E Morningside Dr TCP :
: **Traffic Control Suggestion For:** AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.






CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

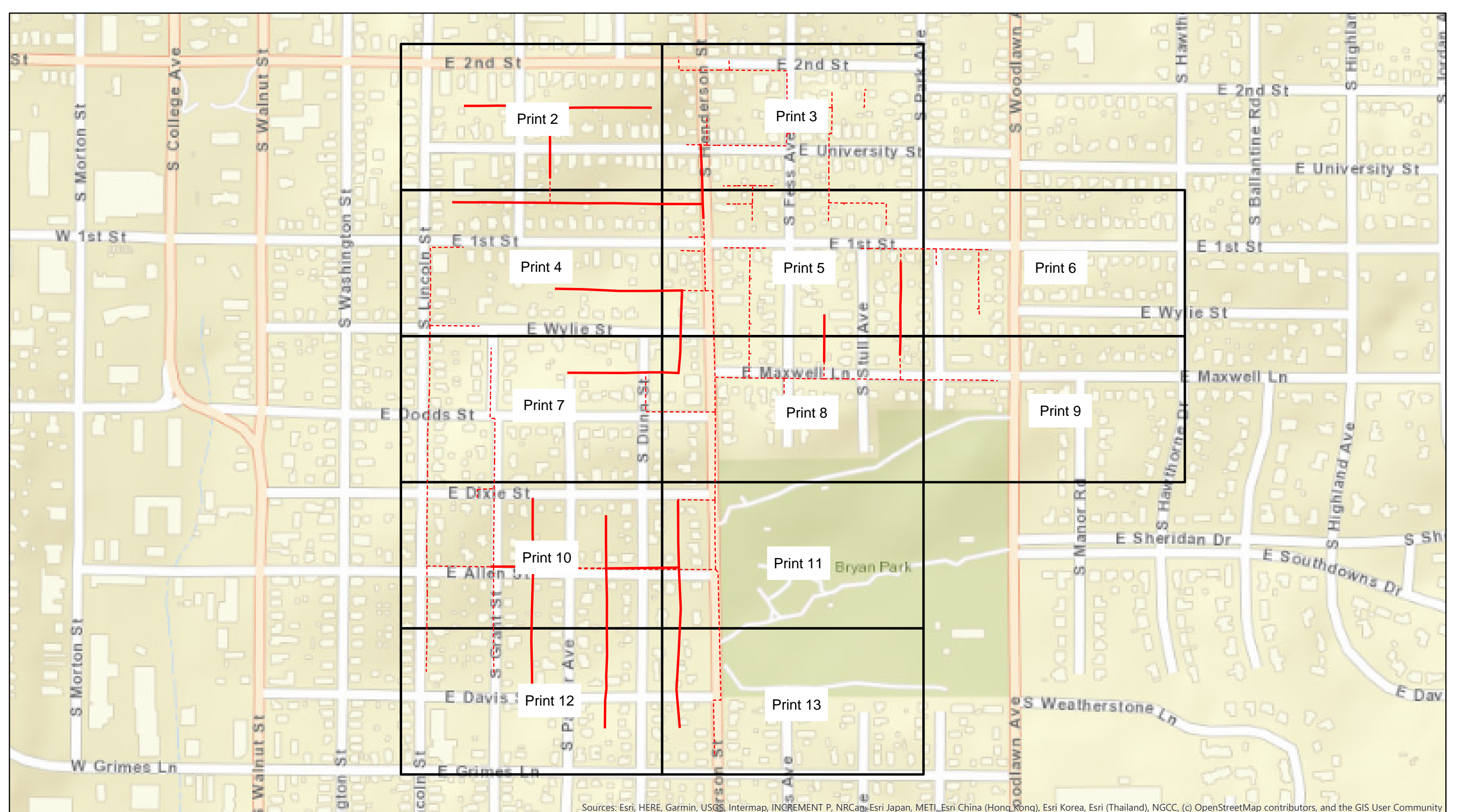
ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: _____		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: _____		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: _____		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: _____		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: _____			
24-HR EMERGENCY CONTACT NAME: _____		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: TB5-691-473497-082 COMPANY: ACORD		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND#*: _____ COMPANY: _____		PROJECT NAME: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: _____	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: _____		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: _____	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simans</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: _____	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend BLC02a-F09_S Dunn St

- Overhead Strand
- ⋯ Conduit
- Grids

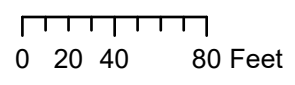
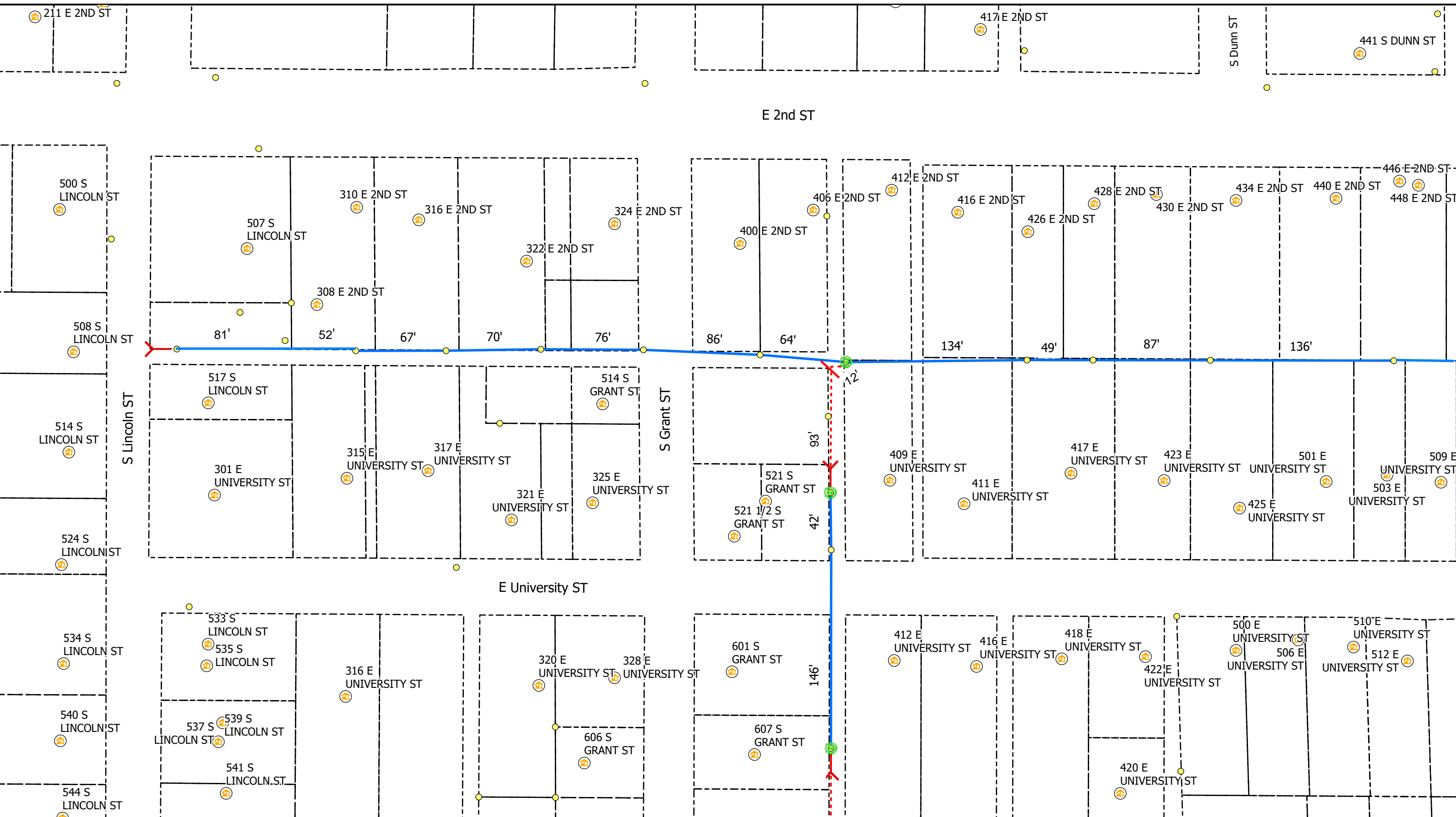


City of Bloomington, IN Permit:
Design View

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0 245 490 980 Feet



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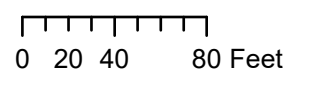
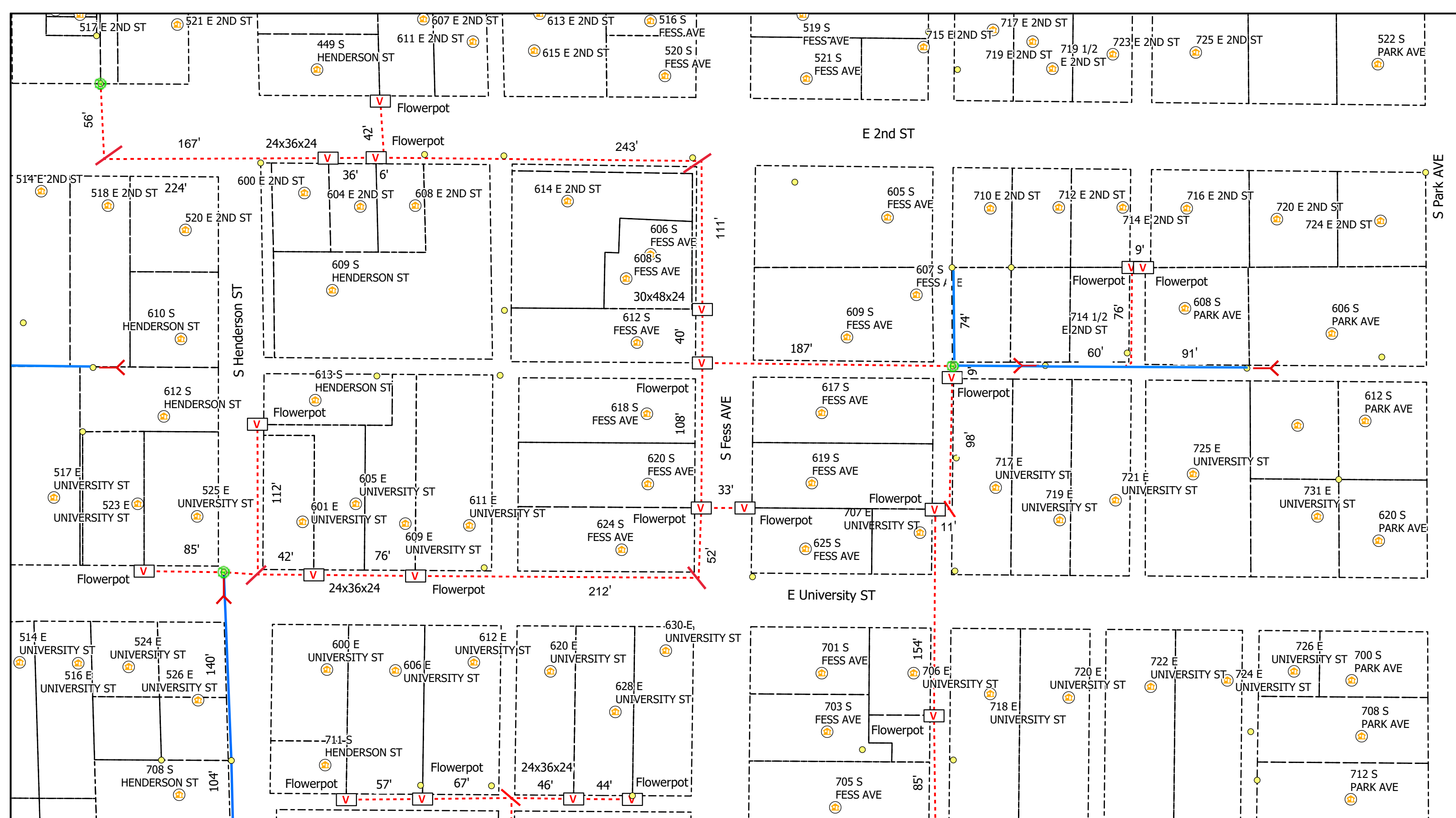
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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- Sidewalk
- Overhead Strand
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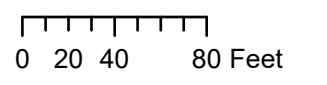
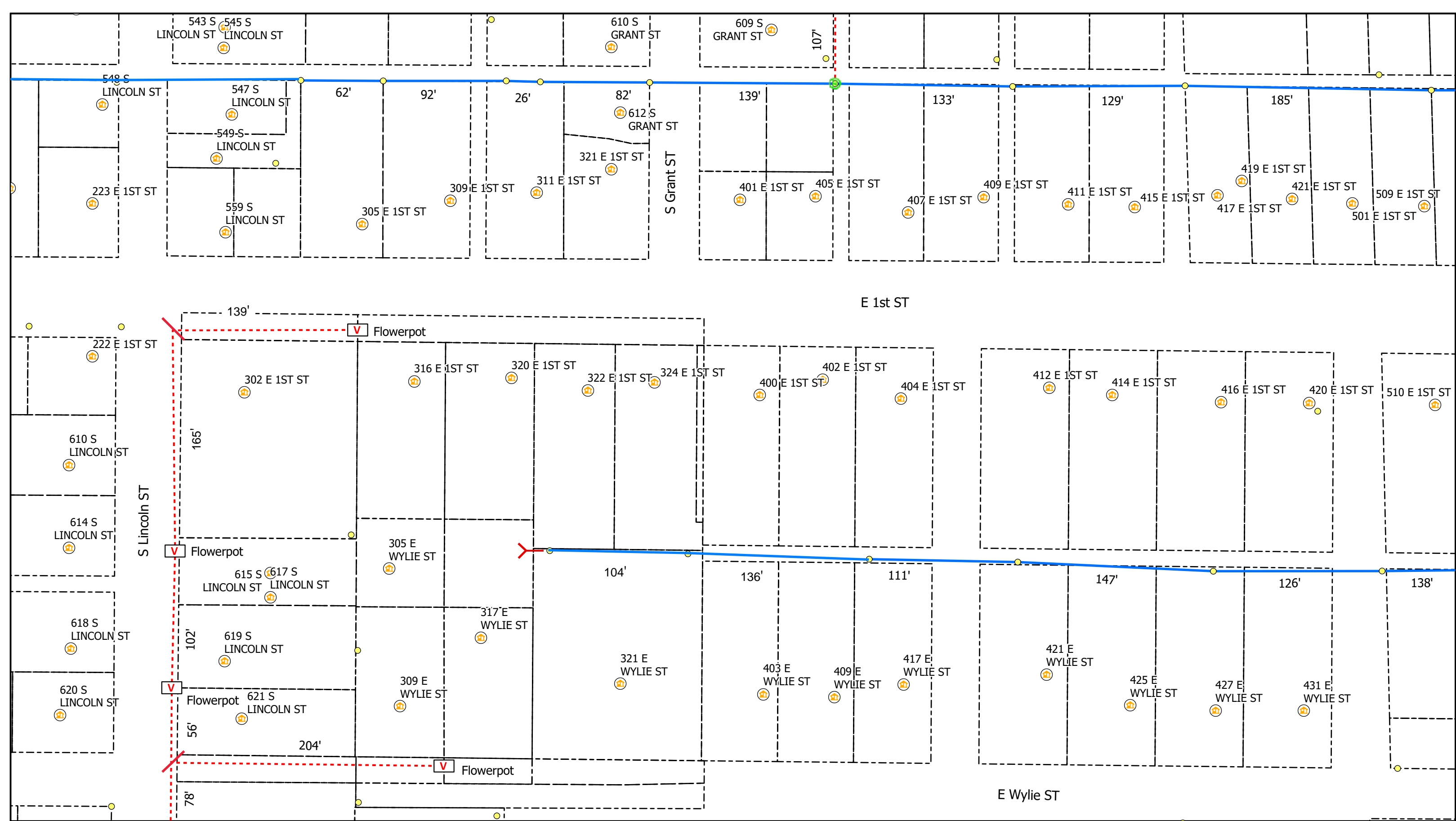
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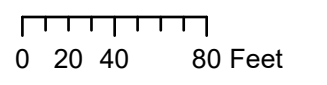
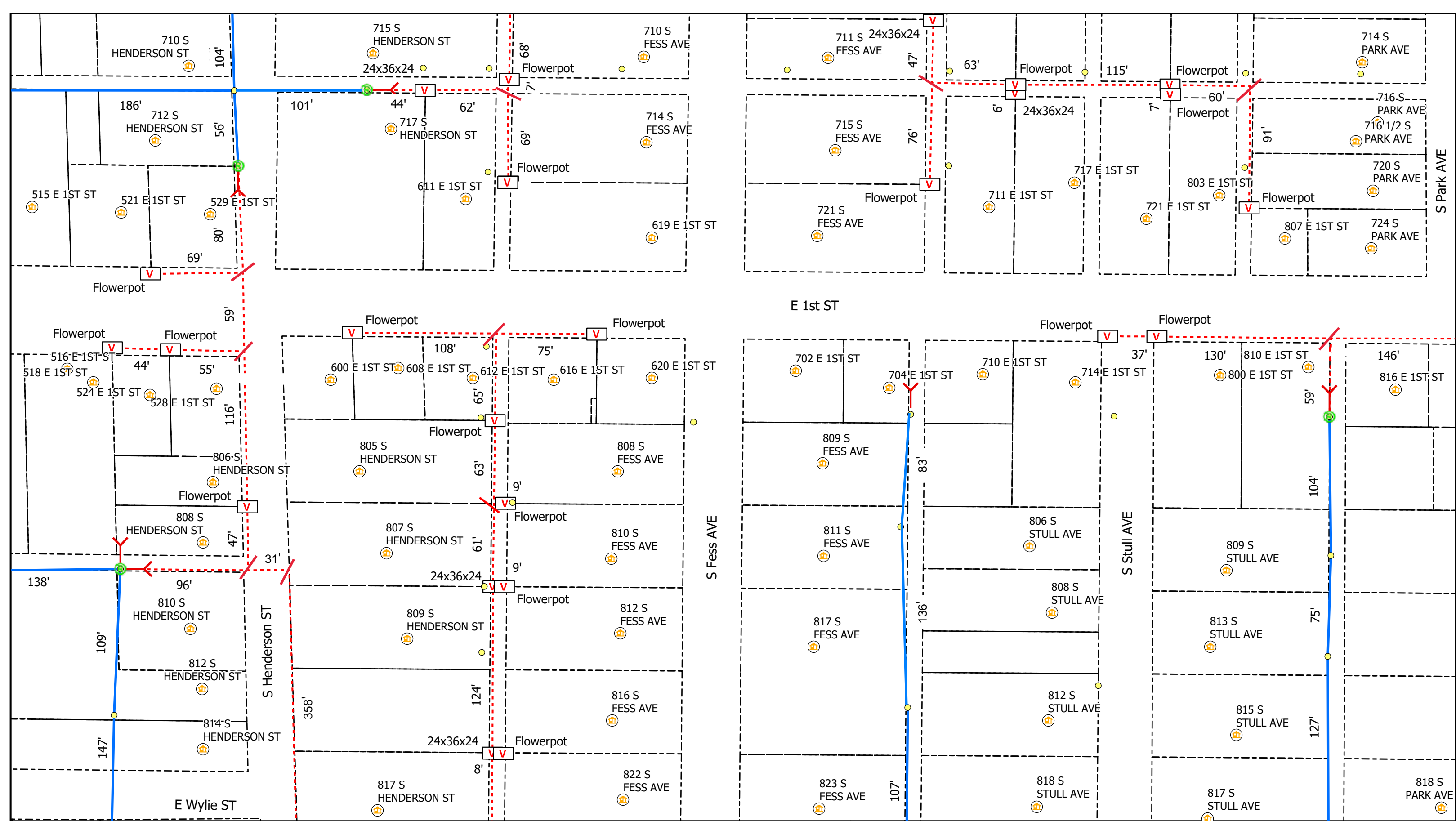
All Flowerpots 12" DIA



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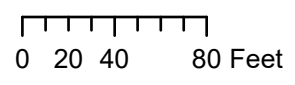
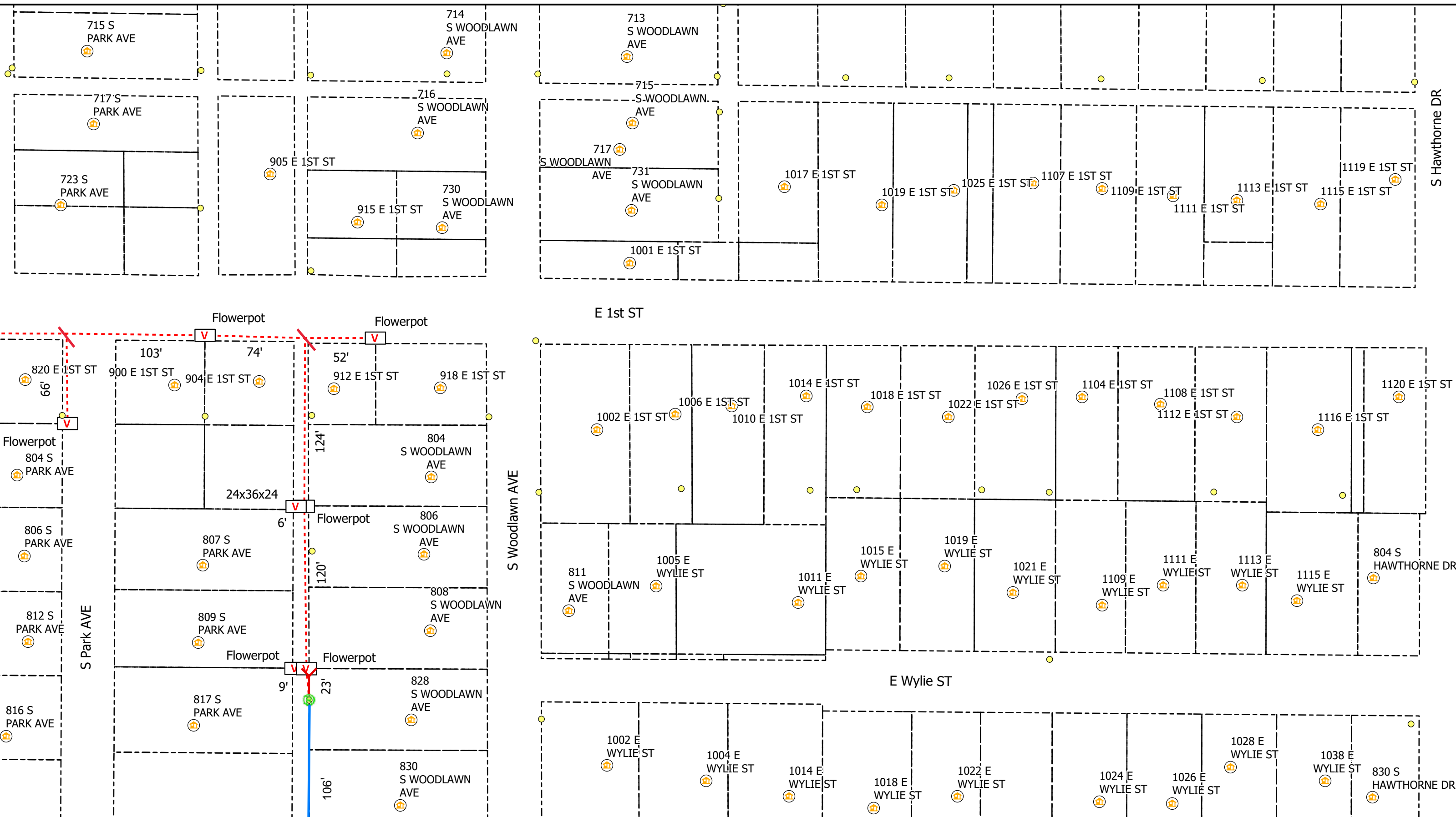
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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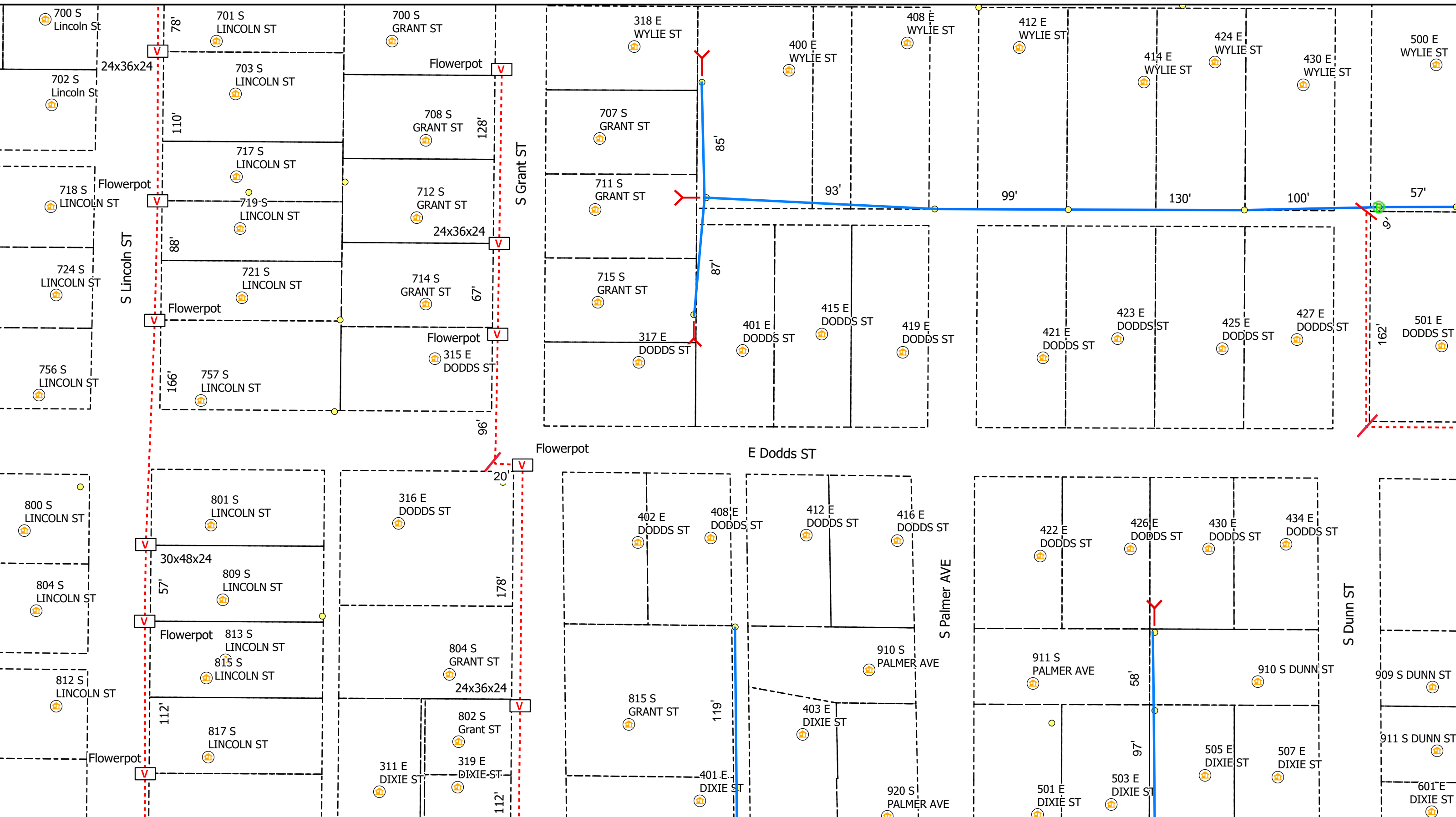
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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Legend

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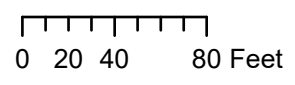
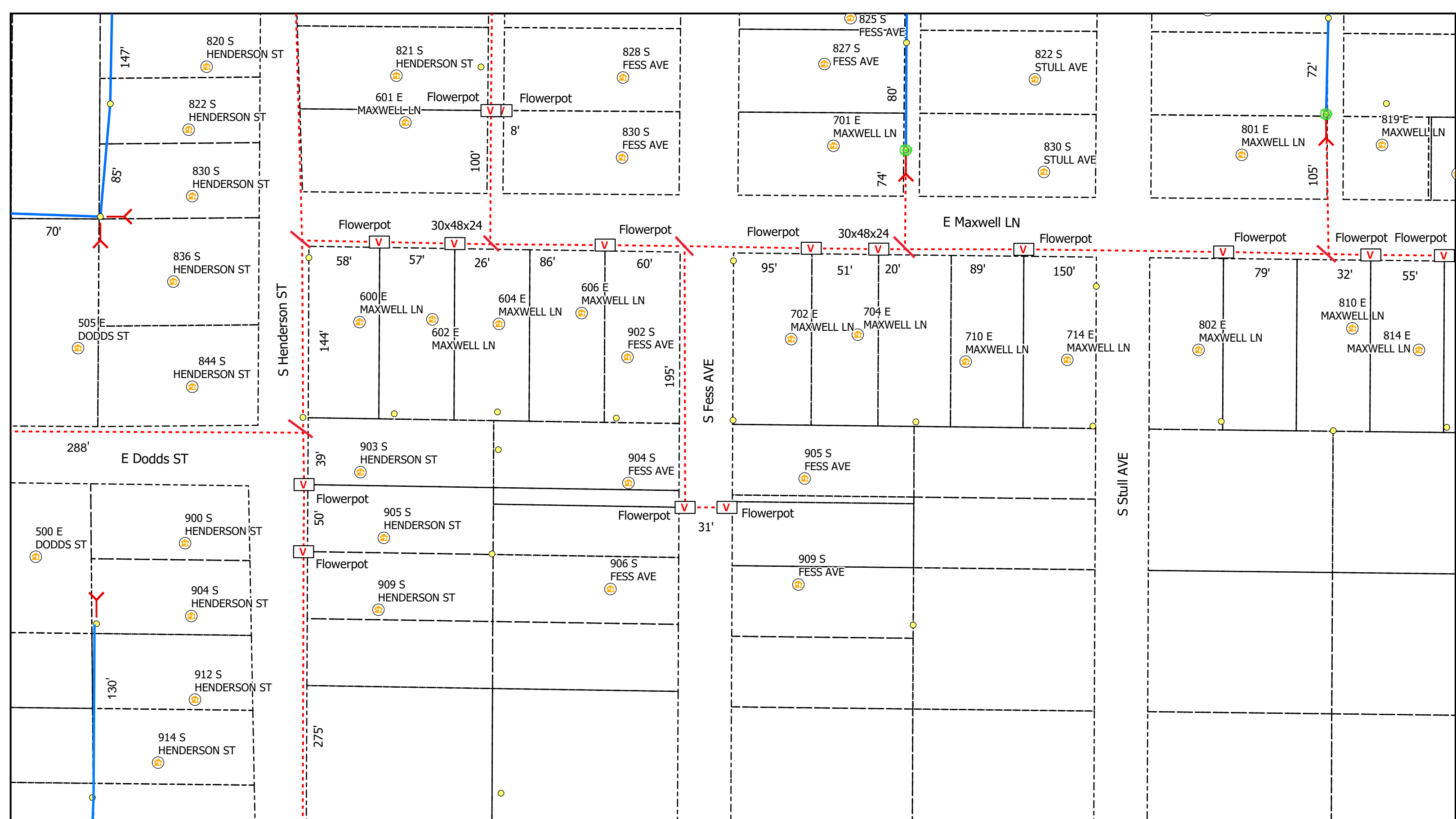
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vault
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

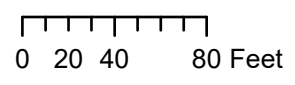
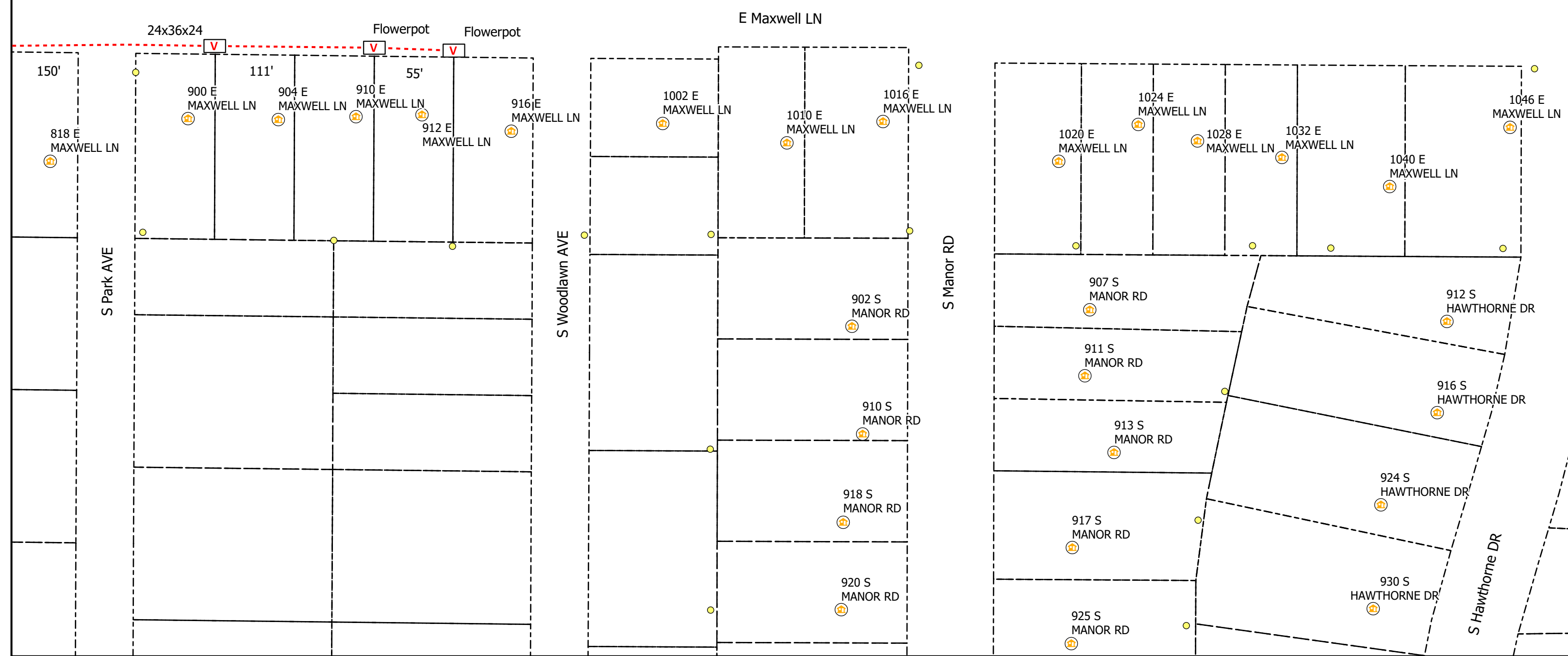
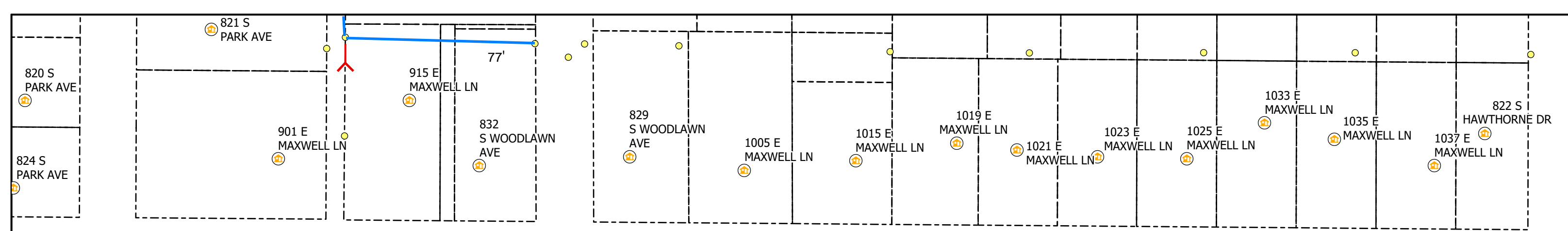
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- 🏠 Address
- Y Anchor
- ↩ Sidewalk
- Grids

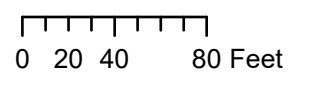
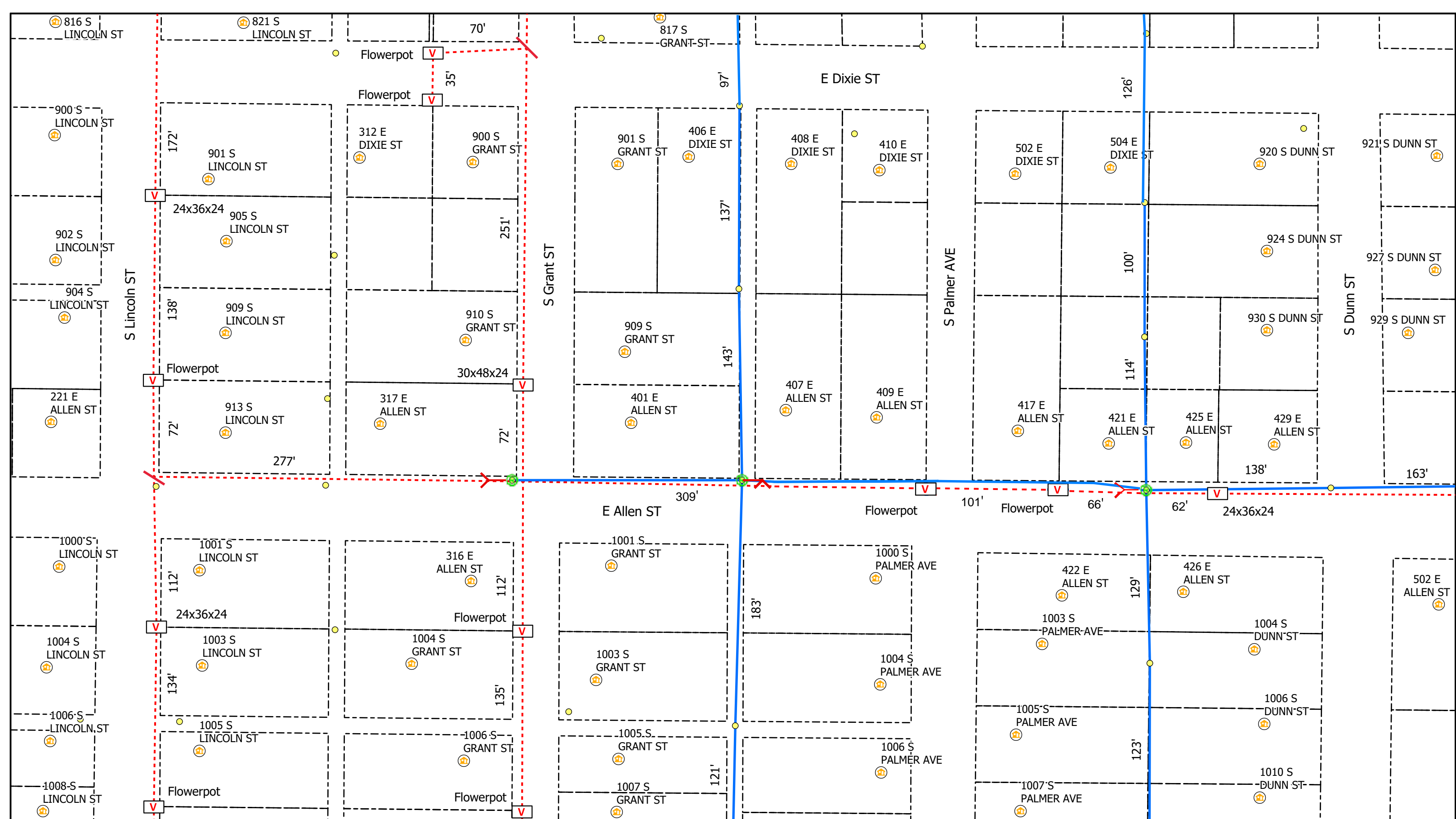
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

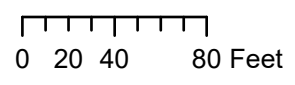
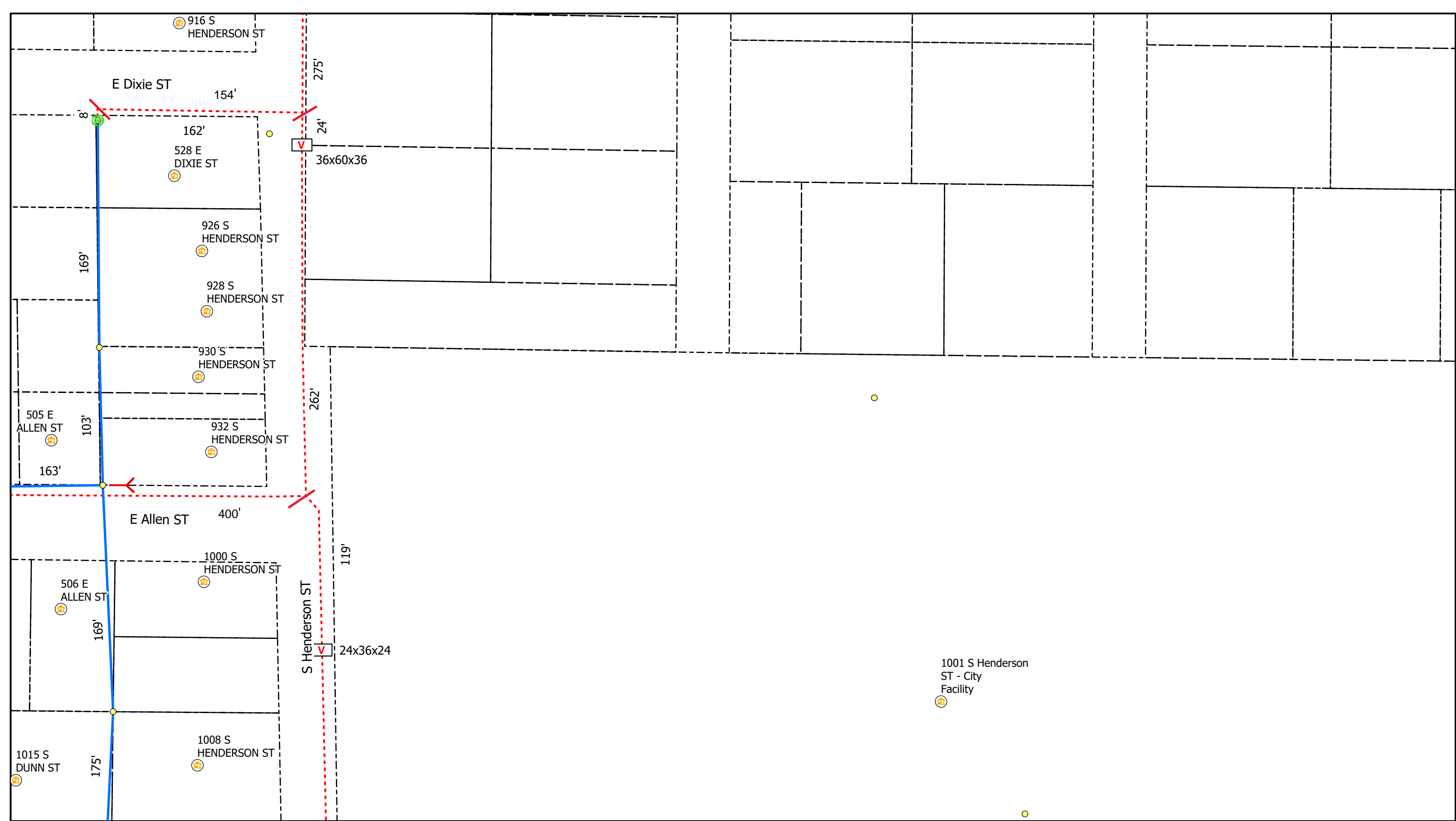
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Address
- Y Anchor
- ← Sidewalk
- Grids

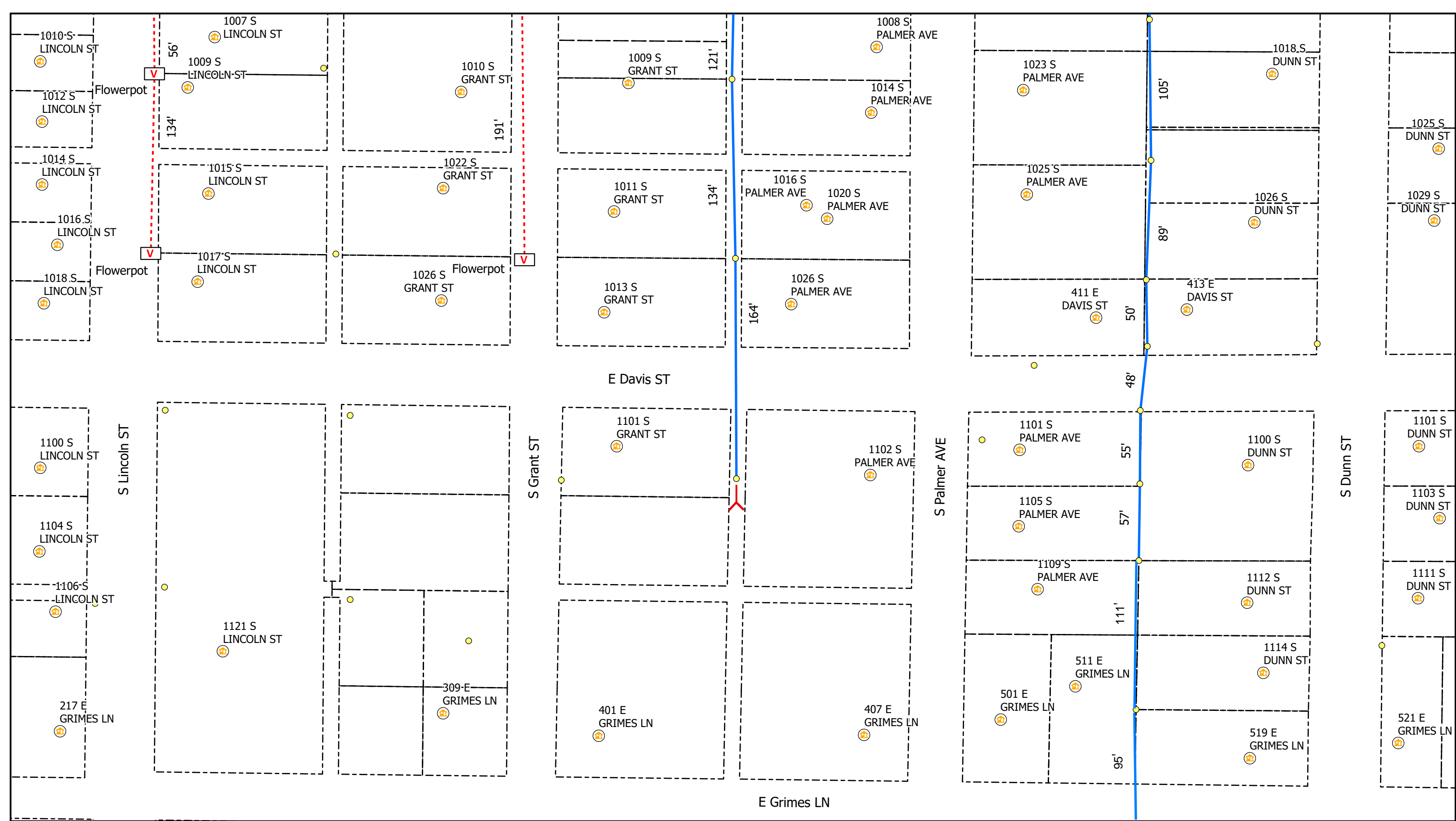
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

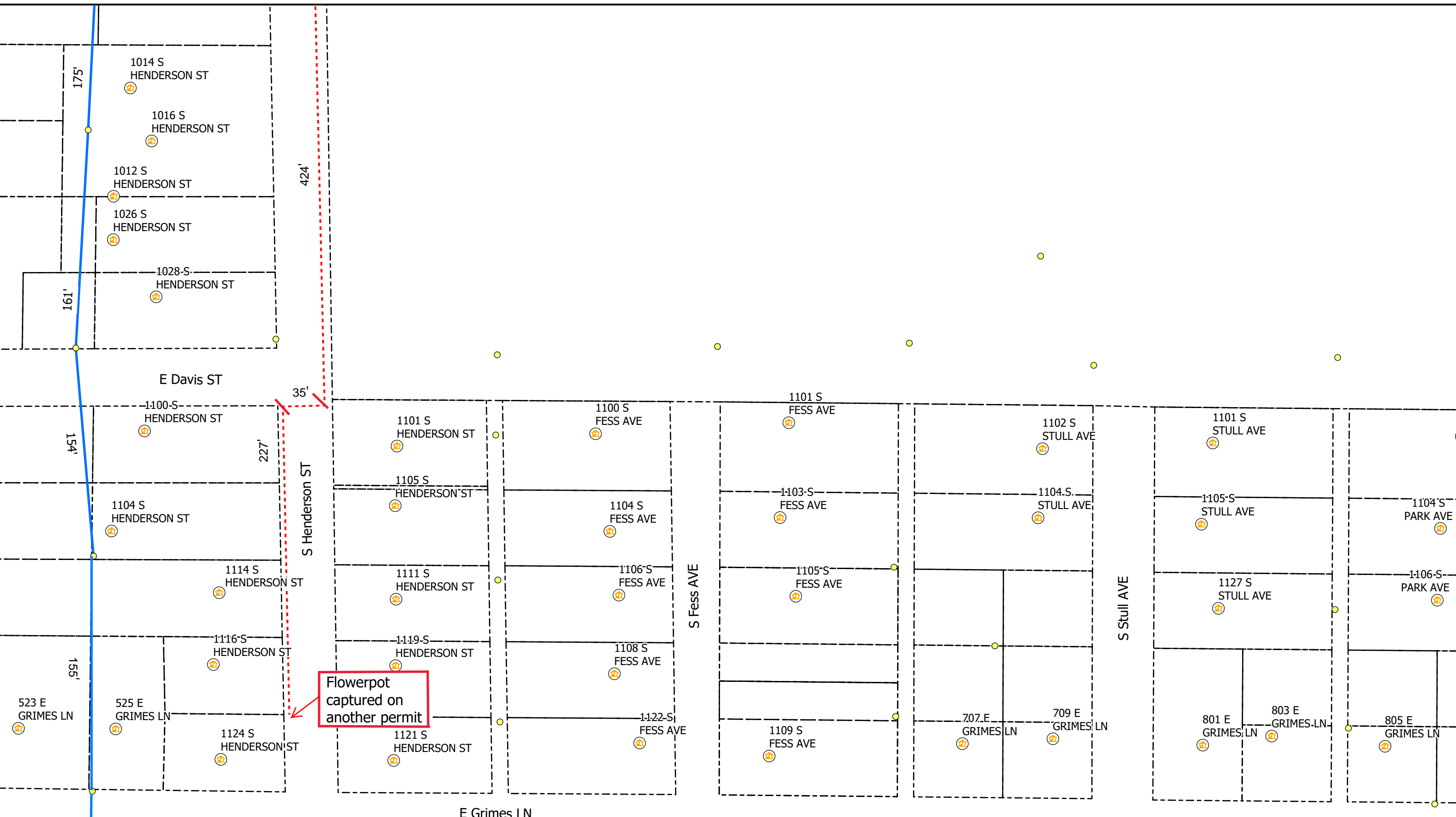
All Flowerpots 12" DIA



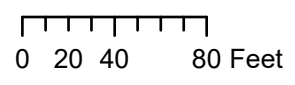
City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Flowerpot captured on another permit



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

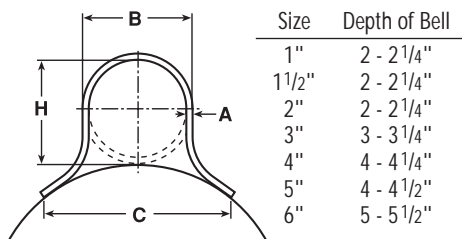


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell



Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

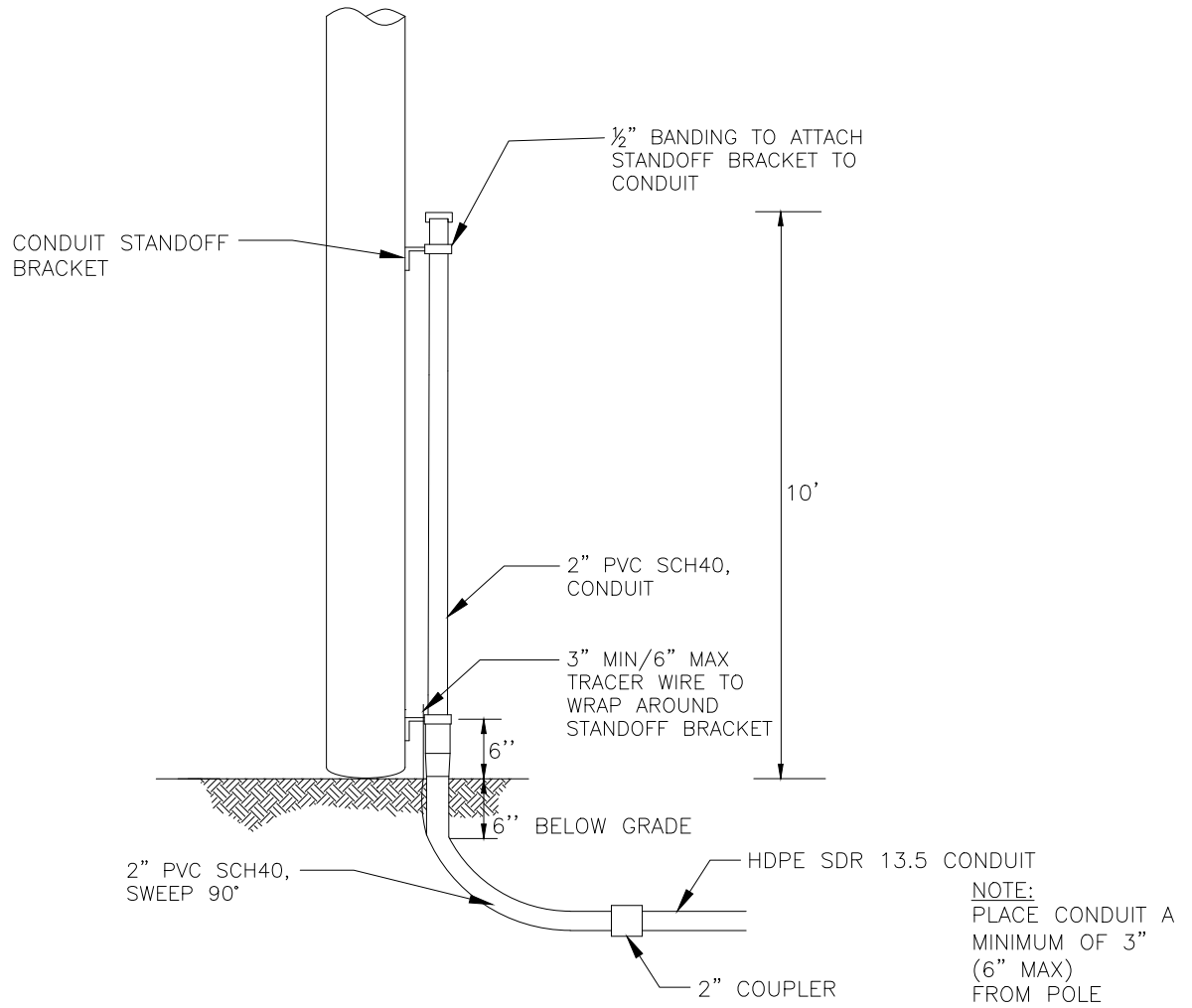
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



DESCRIPTION

QTY

MANUFACTURER
(PREFERRED)

PART #

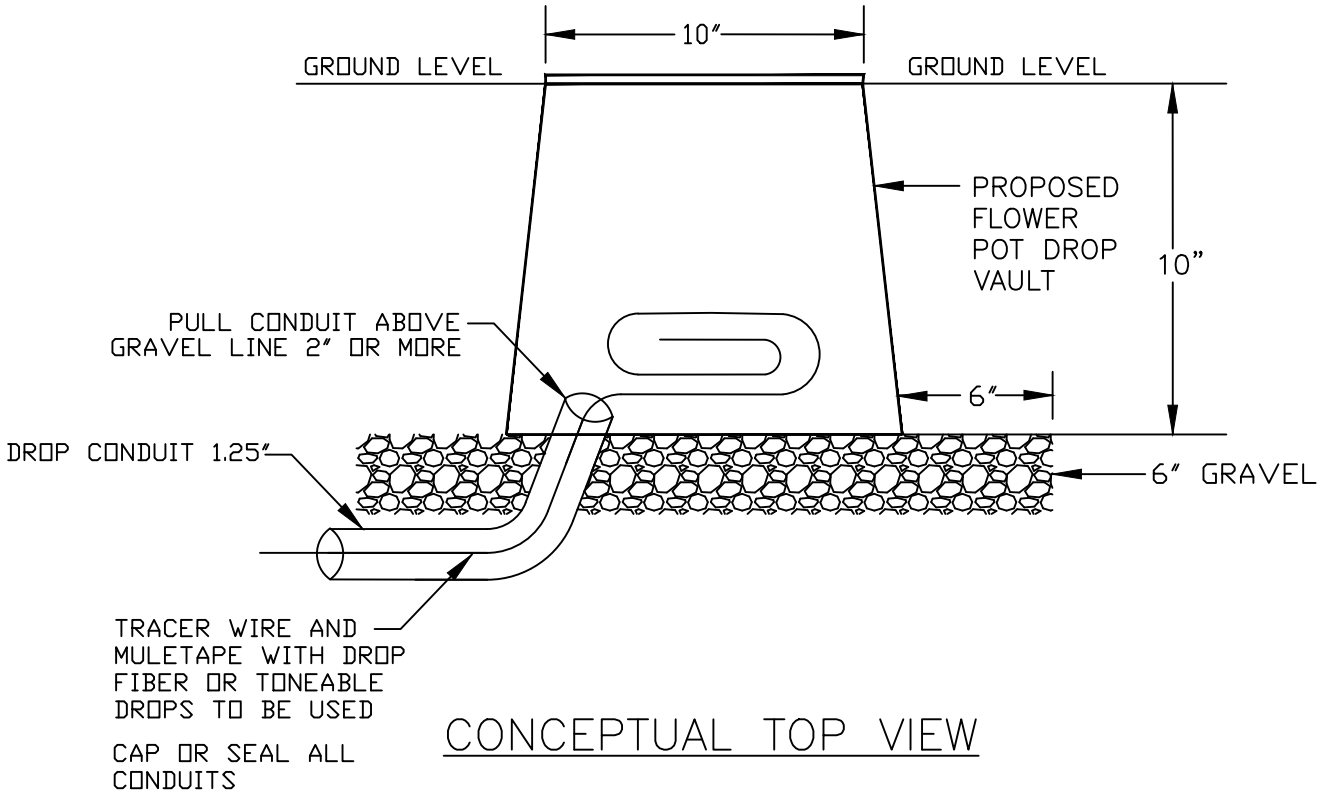
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



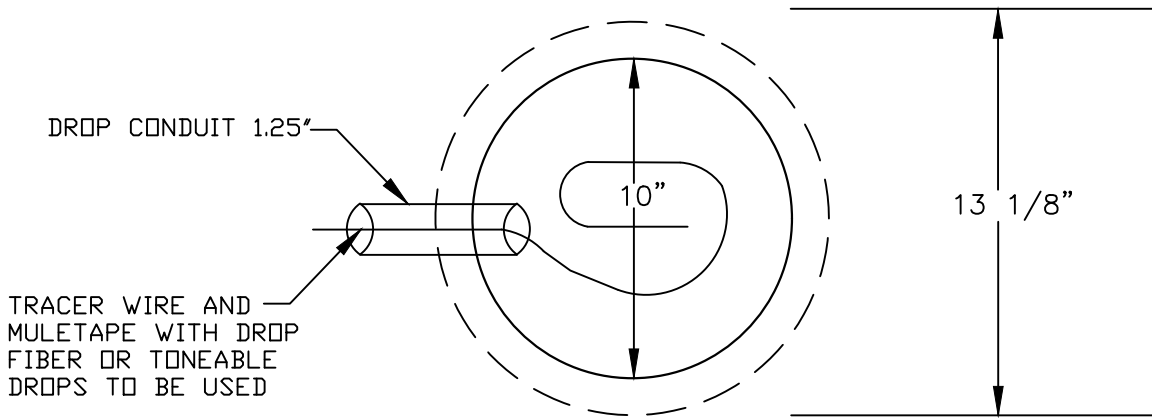
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

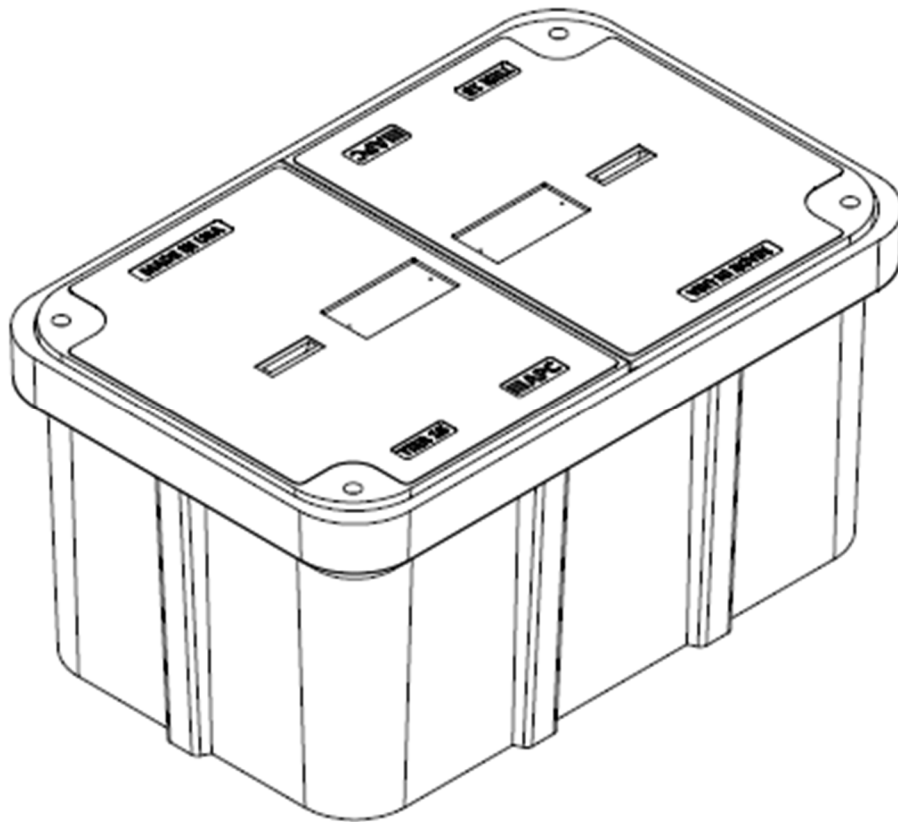


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

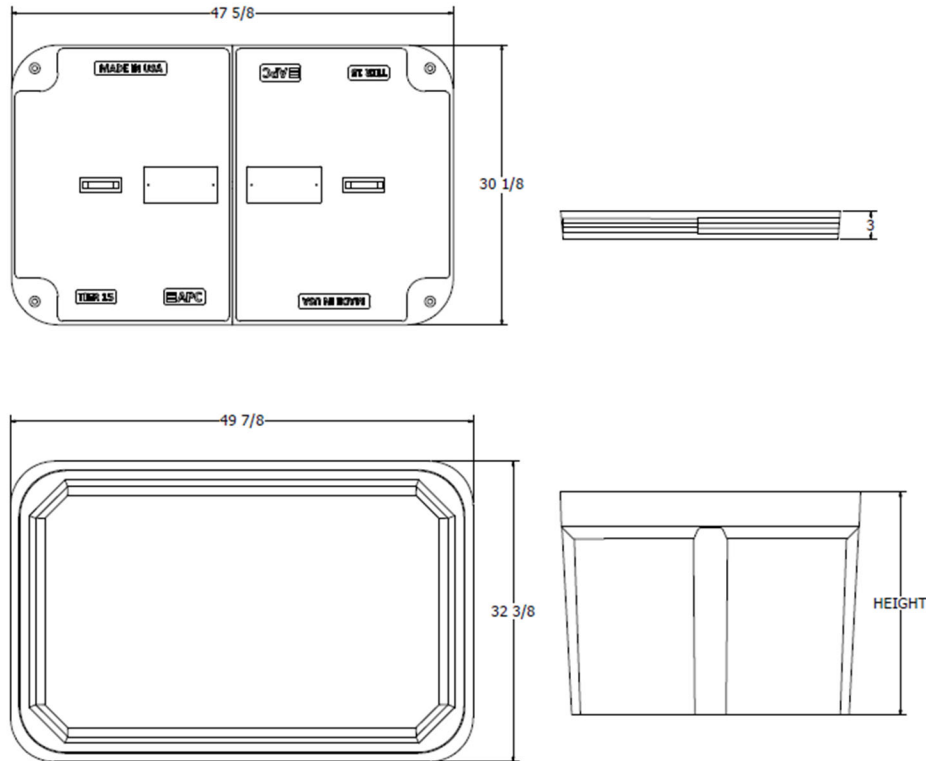


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



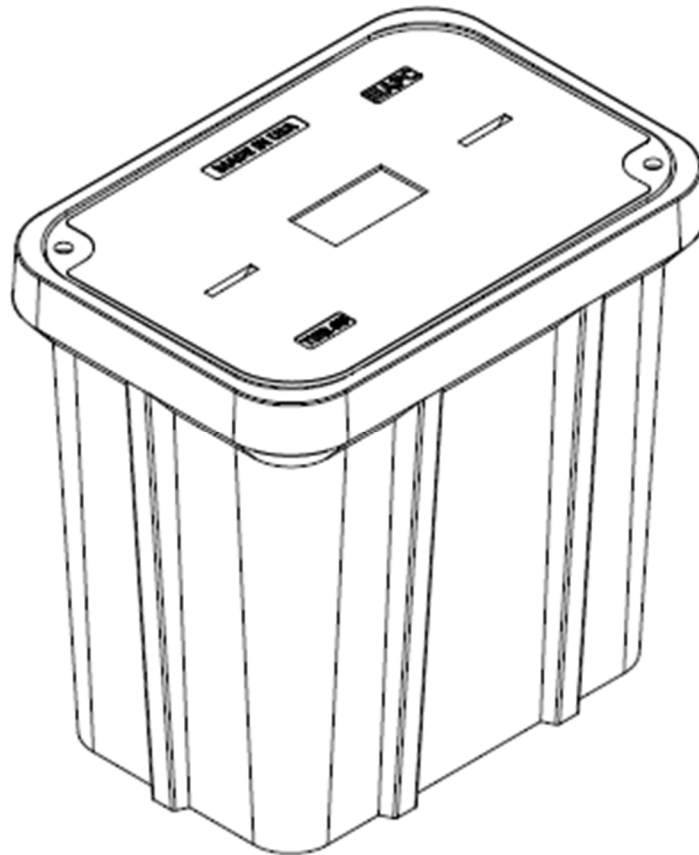
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

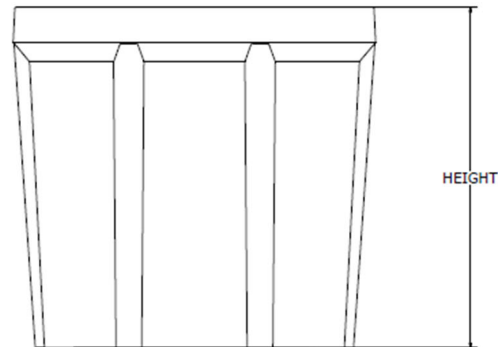
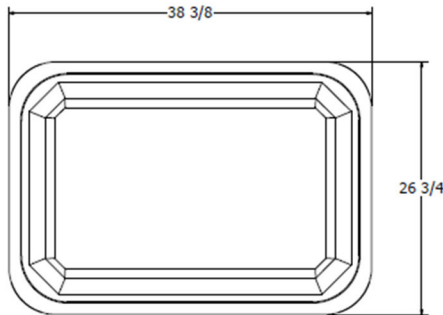
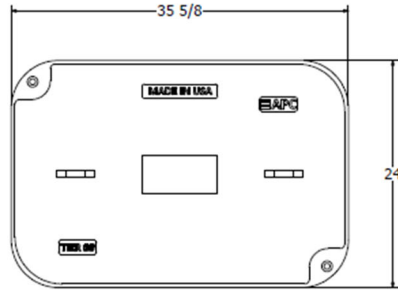


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



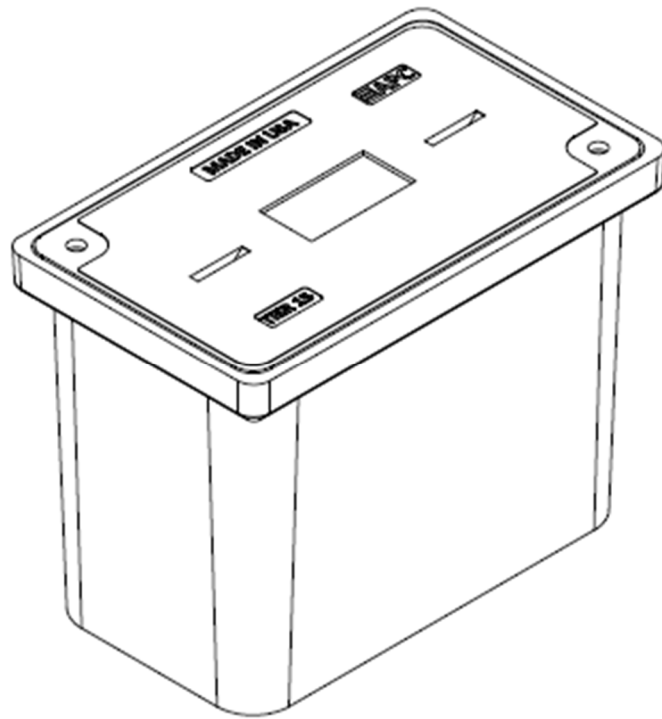
Auger Thread



17"x30" PC UNIT, TIER 15/22
 12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

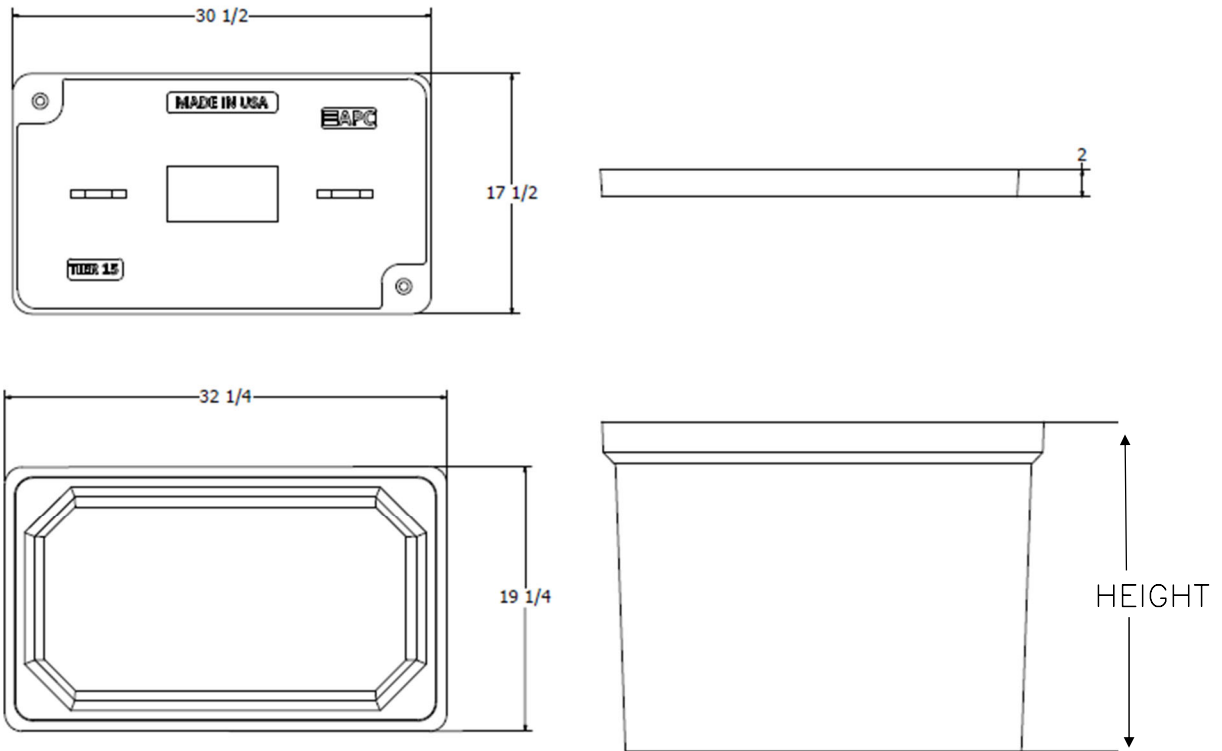


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



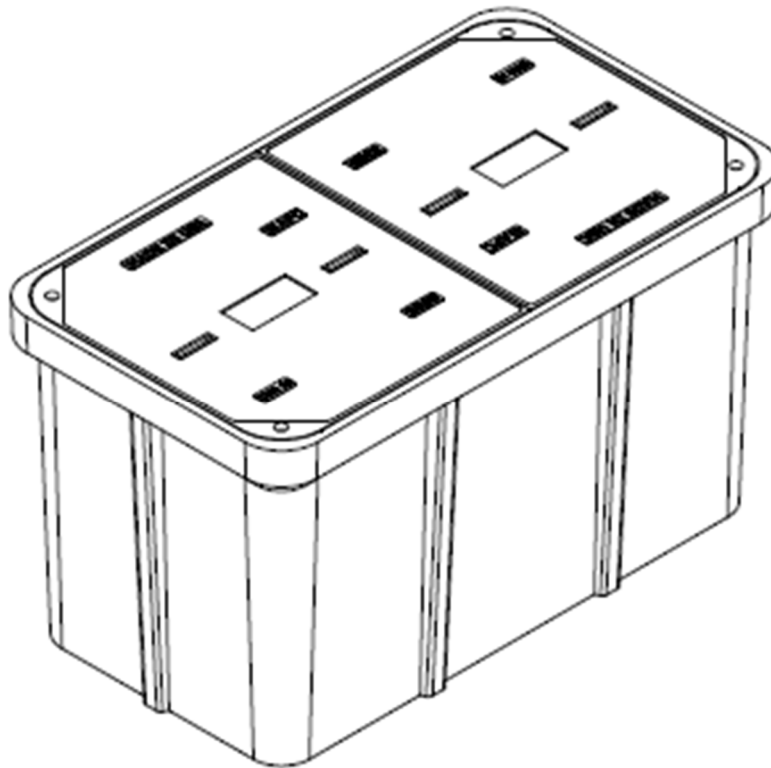
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

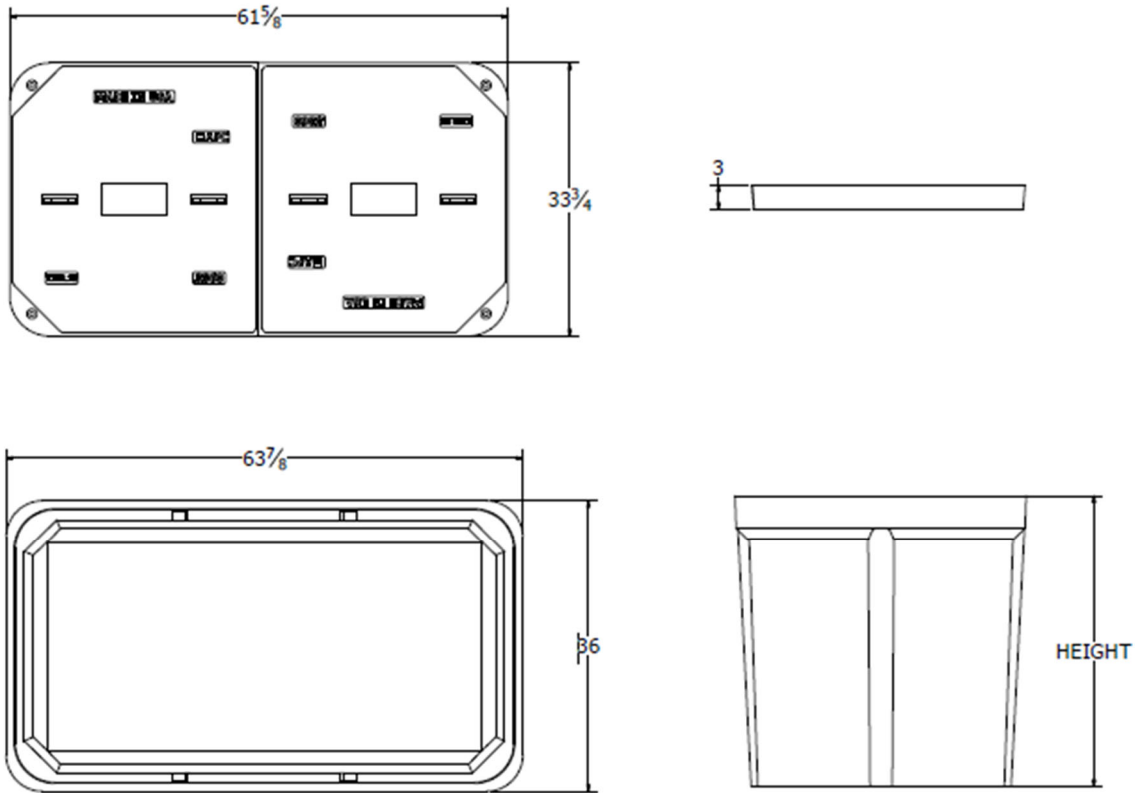


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		Must be Approved by an Engineer				
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area		
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
	Urban Low Speed - 100 FT						

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F09_S Dunn St TCP

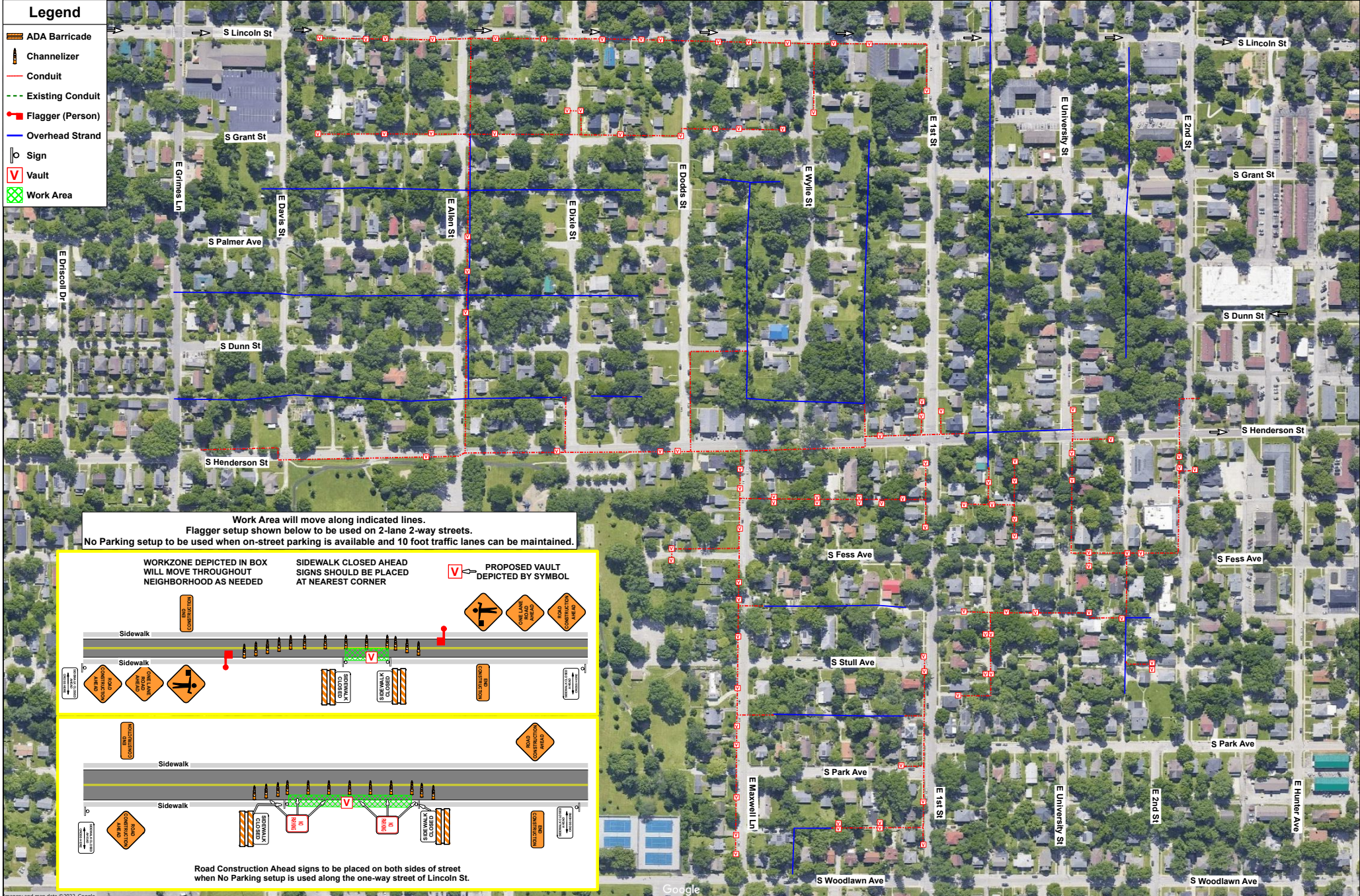
Signature: _____

Company: _____

Road Runner Safety Services, Inc.

Date: 11/8/2022 Project: BLC02a-F09 S Dunn St TCP :
Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.






CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: S Dunn St

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS	<input checked="" type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR EMERGENCY CONTACT NAME: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
24-HR CONTACT PHONE #: <u>(706)654-2298</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		PROJECT NAME: <u>BLC02a-F09 S Dunn St</u>	
BOND#: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT #: <u>BLC02a-F09 S Dunn St</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.: <u>Lex Mullins</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR. #: <u>215-847-8819</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: _____		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
(EXPLAIN): <u>Excavation</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: <u>378 Sq Ft</u>	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>S Dunn St</u>		LINEAL FT OF BORE*: <u>14,587 Lineal Ft</u>	
1ST INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: _____		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
START DATE: <u>Nov 25th</u> END DATE: _____ # OF DAYS*: <u>30</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Bret Simons</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>11/9/2022</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
John Warren	01-refund adoption fee-11/10/22		11/23/2022	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$75.00</u>
		Transactions		
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food-special diet		11/23/2022	41.84
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		11/23/2022	155.98
	Account 52210 - Institutional Supplies Totals	Invoice 2		<u>\$197.82</u>
		Transactions		
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-Rebate Payment onto Account By Donor		11/23/2022	(79.00)
	Account 53130 - Medical Totals	Invoice 1		<u>(\$79.00)</u>
		Transactions		
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-Oct 2022		11/16/2022	488.73
	Account 53530 - Water and Sewer Totals	Invoice 1		<u>\$488.73</u>
		Transactions		
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	01-ACC-gas bill 10/4-11/2/22		11/16/2022	465.86
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee		11/16/2022	98.76
	Account 53540 - Natural Gas Totals	Invoice 2		<u>\$564.62</u>
		Transactions		
Account 53990 - Other Services and Charges				
231 - IU Health OCC Health Services	01-Hearing Tests-Gibson (10/18) & Farmer (10/19)		11/23/2022	74.00



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Account 53990 - Other Services and Charges Totals		Invoice 1	\$74.00
		Transactions	
Program 010000 - Main Totals		Invoice 8	\$1,321.17
		Transactions	
Department 01 - Animal Shelter Totals		Invoice 8	\$1,321.17
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	19-Office Supplies for DPW Admin staff use	11/23/2022	279.45
Account 52110 - Office Supplies Totals		Invoice 1	\$279.45
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	02-2 APWA PW Management Practices Manuals	11/23/2022	171.10
Account 53160 - Instruction Totals		Invoice 1	\$171.10
		Transactions	
Account 53910 - Dues and Subscriptions			
7450 - International City/County Management Association	02-2023 Renewal Dues for Nate Nickel	11/23/2022	200.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$200.00
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	02-Member Registration for Community Conversations-Wason	11/23/2022	15.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$15.00
		Transactions	
Program 020000 - Main Totals		Invoice 4	\$665.55
		Transactions	
Department 02 - Public Works Totals		Invoice 4	\$665.55
		Transactions	
Department 03 - City Clerk			
Program 030000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	03-Office supplies - face tissues, certificate holder	11/23/2022	180.68



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Account 52110 - Office Supplies Totals		Invoice 1	\$180.68
		Transactions	
Program 030000 - Main Totals		Invoice 1	\$180.68
		Transactions	
Department 03 - City Clerk Totals		Invoice 1	\$180.68
		Transactions	
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 52410 - Books			
3560 - First Financial Bank / Credit Cards	04-Book-Community Placement	11/23/2022	50.35
Account 52410 - Books Totals		Invoice 1	\$50.35
		Transactions	
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	04- Airfare-one-way-H. Warren-San Francisco-11/12/22	11/23/2022	158.60
3560 - First Financial Bank / Credit Cards	04-Airfare -one-way-H. Warren- San Francisco-11/10/22	11/23/2022	267.60
Account 53230 - Travel Totals		Invoice 2	\$426.20
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04-Monthly MailChimp Subscription Fee	11/23/2022	17.00
517 - Indiana Economic Development Association, INC	04-Annual Membership (til 1/1/24)-IEDA-Alex Crowley	11/23/2022	295.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$312.00
		Transactions	
Account 53960 - Grants			
8326 - Benjamin Wells Douglas	04-BAC Grant	11/23/2022	750.00
Account 53960 - Grants Totals		Invoice 1	\$750.00
		Transactions	
Account 53970 - Mayor's Promotion of Business			
3818 - Hardin Septic	04-Pump Grease @CBU#6462 for Dimension Mill	11/23/2022	220.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 1	\$220.00
		Transactions	
Program 040000 - Main Totals		Invoice 7	\$1,758.55
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Program **04WALD - Waldron Arts Center**

Account **43220 - Facility Rentals**

3560 - First Financial Bank / Credit Cards

04-Gallery Room Rental-10/25/22 11/23/2022 100.00

Account **43220 - Facility Rentals** Totals Invoice 1 \$100.00
Transactions

Program **04WALD - Waldron Arts Center** Totals Invoice 1 \$100.00
Transactions

Department **04 - Economic & Sustainable Dev** Totals Invoice 8 \$1,858.55
Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

53442 - Paragon Micro, INC

06-Dell docking station for Asst Dir. Auditing (Gilliland) 11/23/2022 338.99

Account **52420 - Other Supplies** Totals Invoice 1 \$338.99
Transactions

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings

06-Public Notice for additional appropriations published 10-9-2 11/23/2022 31.74

Account **53320 - Advertising** Totals Invoice 1 \$31.74
Transactions

Account **53830 - Bank Charges**

5232 - The Huntington National Bank

06-Park District Bond Series 2016A-10/3/22 11/23/2022 437.78

5232 - The Huntington National Bank

06-Park District Bond Series 2016B-10/3/22 11/23/2022 500.00

5232 - The Huntington National Bank

06-Park District Bond Series 2016D-10/3/22 11/23/2022 500.00

5232 - The Huntington National Bank

06-Park District Bond Series 2016E-10/3/22 11/23/2022 500.00

5232 - The Huntington National Bank

06-General Obligation Bond Series 2016A-10/3/22 11/23/2022 500.00

5232 - The Huntington National Bank

06-General Obligation Bond Series 2016B-10/3/22 11/23/2022 500.00

5232 - The Huntington National Bank

06-General Obligation Bond Series 2016C-10/3/22 11/23/2022 500.00

5232 - The Huntington National Bank

06-General Obligation Bond Series 2016D-10/3/22 11/23/2022 500.00



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

5232 - The Huntington National Bank	06-General Obligation Bond Series 2016E-10/3/22	11/23/2022	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016F-10/3/22	11/23/2022	399.00
Account 53830 - Bank Charges Totals		Invoice 10 Transactions	\$4,836.78
Account 53990 - Other Services and Charges			
910 - FORVIS, LLP	06-assistance with preparation of 2020 GAAP financial statements	11/23/2022	8,496.80
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting-billing through 10/31/22	11/23/2022	6,277.40
5648 - Reedy Financial Group, PC	06-TIF Financial Consulting-billing through 10/31/22	11/23/2022	7,352.85
5444 - Tyler Technologies, INC	06-Energov Community Development Software-testing and consulting	11/23/2022	25,600.00
Account 53990 - Other Services and Charges Totals		Invoice 4 Transactions	\$47,727.05
Program 060000 - Main Totals		Invoice 16 Transactions	\$52,934.56
Department 06 - Controller's Office Totals		Invoice 16 Transactions	\$52,934.56
Department 07 - Engineering			
Program 070000 - Main			
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	07-doxpop Subscription to Access Public Records 10/13 #975812	11/23/2022	15.00
8288 - Kurt Schoch (Performance Improvement Consulting LLC)	07-DISC Assessments_Eng. Retreat Oct 25, 2022	11/23/2022	700.00
5829 - Wow Catering and Events, INC (Garnish Catering)	07-Catering services-Engineering Strategy Retreat-10/25/22	11/23/2022	178.20
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	\$893.20
Account 54310 - Improvements Other Than Building			
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps-PH 3 (PE)-10/28/22	11/23/2022	2,003.50
Account 54310 - Improvements Other Than Building Totals		Invoice 1 Transactions	\$2,003.50
Program 070000 - Main Totals		Invoice 4 Transactions	\$2,896.70
Department 07 - Engineering Totals		Invoice 4 Transactions	\$2,896.70



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09-first aid resupply	11/23/2022	8.09
Account 52110 - Office Supplies Totals		Invoice 1
	Transactions	<u>\$8.09</u>

Account **52420 - Other Supplies**

5819 - Synchrony Bank

09-Plastic Inflatable Conversation Ball-for Youth Programs	11/23/2022	8.96
Account 52420 - Other Supplies Totals		Invoice 1
	Transactions	<u>\$8.96</u>
Program 090000 - Main Totals		Invoice 2
	Transactions	<u>\$17.05</u>
Department 09 - CFRD Totals		Invoice 2
	Transactions	<u>\$17.05</u>

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP

8402 - Dentons Global Advisors

8402 - Dentons Global Advisors

3560 - First Financial Bank / Credit Cards

204 - State Of Indiana

10-legal services-Convention Center Expansion-Sept 2022	11/23/2022	1,911.00
10-legal services government relation public policy-May 2022	11/23/2022	5,000.00
10-legal services government relation public policy June 2022	11/23/2022	5,000.00
10-state fee for incorporating Capital Improvements, Inc.	11/23/2022	31.00
10-drivers lic lookup on website	11/23/2022	15.00
Account 53120 - Special Legal Services Totals		Invoice 5
	Transactions	<u>\$11,957.00</u>
Program 100000 - Main Totals		Invoice 5
	Transactions	<u>\$11,957.00</u>
Department 10 - Legal Totals		Invoice 5
	Transactions	<u>\$11,957.00</u>

Department **11 - Mayor's Office**

Program **110000 - Main**



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Account 53990 - Other Services and Charges

6894 - Devta Linda Kidd	11- CVS-Extra Halloween Candy for downtown trick or treat	11/23/2022	43.45
5819 - Synchrony Bank	11 -Hangers and tissues for OOTM	11/23/2022	15.94
5819 - Synchrony Bank	11 -Video/Camera equipment	11/23/2022	55.00
5819 - Synchrony Bank	11 -Video/Camera equipment	11/23/2022	165.00
5819 - Synchrony Bank	11 -Video/Camera equipment	11/23/2022	51.50

Account 53990 - Other Services and Charges Totals	Invoice 5	\$330.89
	Transactions	
Program 110000 - Main Totals	Invoice 5	\$330.89
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 5	\$330.89
	Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

6943 - Joseph W Ubben (Breakaway Performance Group, LLC)	12-Consultation Services-Phone meetings (2)	11/23/2022	375.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$375.00
	Transactions	
Program 120000 - Main Totals	Invoice 1	\$375.00
	Transactions	
Department 12 - Human Resources Totals	Invoice 1	\$375.00
	Transactions	

Department 13 - Planning

Program 130000 - Main

Account 53230 - Travel

3560 - First Financial Bank / Credit Cards	13-E Greulich-hotel-for OKI Conference-KY-9/28-9/30/22	11/23/2022	485.70
8456 - Gabriel Holbrow	13-Gabriel Travel Reimb-OKI Conf. (Hotel + parking, Per Diem)	11/23/2022	561.70

Account 53230 - Travel Totals	Invoice 2	\$1,047.40
	Transactions	

Account 53910 - Dues and Subscriptions



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

3560 - First Financial Bank / Credit Cards	13-HT Newspaper subscription renewal 10-14-22 thru 10-14-23	11/23/2022	286.00
3560 - First Financial Bank / Credit Cards	13 - Zoning Practice Subscription (S Robinson)	11/23/2022	47.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	<hr/> \$333.00
		Transactions	
Account 53990 - Other Services and Charges			
5444 - Tyler Technologies, INC	13 - Change Order - Additional Data Conversion	11/23/2022	1,500.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<hr/> \$1,500.00
		Transactions	
Program 130000 - Main Totals		Invoice 5	<hr/> \$2,880.40
		Transactions	
Department 13 - Planning Totals		Invoice 5	<hr/> \$2,880.40
		Transactions	
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co. INC	19- Toilet Auger and plunger for PW Facilities	11/23/2022	16.98
177 - Indiana Oxygen Company, INC	19- small acetylene & HP	11/23/2022	41.54
4574 - John Deere Financial f.s.b. (Rural King)	19-Work pants for Facility worker	11/23/2022	119.98
395 - Kirby Risk Corp	19-Led flat Panels, Lithonia light, Switchable white lights	11/23/2022	87.82
Account 52310 - Building Materials and Supplies Totals		Invoice 4	<hr/> \$266.32
		Transactions	
Account 52340 - Other Repairs and Maintenance			
293 - J&S Locksmith Shop, INC	19 - Keys	11/23/2022	25.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<hr/> \$25.00
		Transactions	
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees- 11/3/2022	11/23/2022	30.84
Account 52430 - Uniforms and Tools Totals		Invoice 1	<hr/> \$30.84
		Transactions	
Account 53530 - Water and Sewer			



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

208 - City Of Bloomington Utilities

19-City Hall-water/sewer bill - Oct 2022 11/16/2022 1,383.81

208 - City Of Bloomington Utilities

19-Temp Mtr-Graffiti Team-water/sewer bill-Oct 2022 11/16/2022 15.84

Account **53530 - Water and Sewer** Totals Invoice 2
Transactions \$1,399.65

Account 53610 - Building Repairs

393 - Kone INC

19-SA Maint-Elevator @ City Hall-November 2022 BC 2022-024 11/23/2022 185.00

7402 - Nature's Way, INC

19-SA -Monthly Maintenance Billing-November 2022 BC 2021-141 11/23/2022 353.43

6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for Animal Care & Control for October 2022 BC 2021-126 11/23/2022 1,391.26

6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for City Hall for October 2022 BC 2021-126 11/23/2022 13,113.66

6688 - SSW Enterprises, LLC (Office Pride)

19- Cleaning Services for Fleet for October 2022 BC 2021-126 11/23/2022 1,041.60

6688 - SSW Enterprises, LLC (Office Pride)

19- Cleaning Services for Sanitation for October 2022 BC 2021-126 11/23/2022 805.29

6688 - SSW Enterprises, LLC (Office Pride)

19- Cleaning Services for Street & Traffic for October 2022 BC 2021-126 11/23/2022 1,598.31

Account **53610 - Building Repairs** Totals Invoice 7
Transactions \$18,488.55

Program **190000 - Main** Totals Invoice 15 \$20,210.36

Department **19 - Facilities Maintenance** Totals Invoice 15
Transactions \$20,210.36

Department 28 - ITS

Program 280000 - Main

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards

28 - Zebra Printer Supplies 11/23/2022 114.83

53442 - Paragon Micro, INC

28-Dell Assembly, Bezel, Front TWR for Opt 5090 11/23/2022 38.99

Account **52420 - Other Supplies** Totals Invoice 2
Transactions \$153.82

Account 53640 - Hardware and Software Maintenance

53442 - Paragon Micro, INC

28 - Veeam Software Subscription 11/23/2022 2,924.97

53442 - Paragon Micro, INC

28 - VS8-STD-P -SSS-C?R 11/23/2022 5,322.87



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

		Invoice 2	\$8,247.84
Account 53640 - Hardware and Software Maintenance Totals		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom Timer-October 2022	11/23/2022	89.95
3560 - First Financial Bank / Credit Cards	28 - Google Cloud API Oct 1, 2022	11/23/2022	96.03
3560 - First Financial Bank / Credit Cards	28-Google Domain-visitbead.com-October 2022	11/23/2022	12.00
3560 - First Financial Bank / Credit Cards	28 - Parted Magic hard disk mgmt. quarterly subscription	11/23/2022	13.00
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 10/27-11/27/22	11/23/2022	119.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500., 1000 webinar, 500GB cloud - 10/20-11/19/22	11/23/2022	430.00
8441 - Promevo Holdings, INC (Promevo, LLC)	28-Google Workspace Enterprise Plus-Archived User -Sept 2022	11/23/2022	70.71
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Voice	11/23/2022	67.20
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Enterprise - additional licenses	11/23/2022	1,065.20
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Archive Licenses - October 2022	11/23/2022	77.00
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Voice October 2022	11/23/2022	74.80
Account 53910 - Dues and Subscriptions Totals		Invoice 11	\$2,114.89
		Transactions	
Account 54420 - Purchase of Equipment			
53442 - Paragon Micro, INC	28 - APC Power PDU for TDG	11/23/2022	2,539.98
Account 54420 - Purchase of Equipment Totals		Invoice 1	\$2,539.98
		Transactions	
Program 280000 - Main Totals		Invoice 16	\$13,056.53
		Transactions	
Department 28 - ITS Totals		Invoice 16	\$13,056.53
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 90	\$108,684.44
		Transactions	
Fund 103 - Restricted Donations(ord 05-17)			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-Veterinary Surgery	11/23/2022	40.00
6529 - BloomingPaws, LLC	01-Spay/Neuter Surgeries	11/23/2022	833.63
3376 - Bloomington Pets Alive, INC	01-Spay/Neuter Surgeries-10/3-10/31/22	11/23/2022	9,489.00

Account 53130 - Medical Totals	Invoice 3	\$10,362.63
	Transactions	
Program 400101 - Animal Medical Services Totals	Invoice 3	\$10,362.63
	Transactions	

Program 400102 - Animal Supplies

Account 52210 - Institutional Supplies

4574 - John Deere Financial f.s.b. (Rural King)	01-Sand-Animal Bedding	11/23/2022	3.49
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies Antifungal, antiparasitics, syringe antib	11/23/2022	541.98
	Account 52210 - Institutional Supplies Totals	Invoice 2	\$545.47
		Transactions	

Account 52310 - Building Materials and Supplies

4574 - John Deere Financial f.s.b. (Rural King)	01-Shovels, Forks, Wheelbarrow, & Trashbags	11/23/2022	169.95
	Account 52310 - Building Materials and Supplies Totals	Invoice 1	\$169.95
		Transactions	

Program 400102 - Animal Supplies Totals	Invoice 3	\$715.42
	Transactions	

Department 06 - Controller's Office Totals	Invoice 6	\$11,078.05
	Transactions	

Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 6	\$11,078.05
	Transactions	

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department 04 - Economic & Sustainable Dev

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 53960 - Grants

8075 - IFF (IFF Real Estate Services LLC)	04-SEEL Program - Facility Energy Assessments	11/23/2022	5,037.50
8428 - Beth Underdahl-Peirce	04-BGHIP Rebate - 2411 S. Milton	11/23/2022	1,000.00



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

	Account 53960 - Grants Totals	Invoice 2	\$6,037.50
		Transactions	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice 2	\$6,037.50
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 2	\$6,037.50
		Transactions	
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Invoice 2	\$6,037.50
		Transactions	
Fund 249 - Grants Non Approp			
Department 07 - Engineering			
Program G22006 - INDOT Signal Tapp & Deborah			
Account 54510 - Other Capital Outlays			
5149 - E&B Paving, INC	07-Credit-Pay App #4, Tapp & Deborah Signal	BC 2021-146 11/23/2022	(23,850.89)
5149 - E&B Paving, INC	07-Tapp & Deborah Signal Install Proj, BC-2021-146- CN-5/25-6/28/22	BC 2021-146 11/23/2022	59,586.00
18844 - First Financial Bank, N.A.	07-Credit on Pay App #4, Tapp & Deborah Signal, ESCROW	BC 2021-146	(1,255.31)
18844 - First Financial Bank, N.A.	07-Tapp & Deborah Signal Install Proj, BC-2021-146- CN-5/25-6/28/22	BC 2021-146	3,136.10
	Account 54510 - Other Capital Outlays Totals	Invoice 4	\$37,615.90
		Transactions	
Program G22006 - INDOT Signal Tapp & Deborah Totals		Invoice 4	\$37,615.90
		Transactions	
	Department 07 - Engineering Totals	Invoice 4	\$37,615.90
		Transactions	
	Fund 249 - Grants Non Approp Totals	Invoice 4	\$37,615.90
		Transactions	
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090014 - Latino Programs			
Account 53310 - Printing			
4087 - White Rabbit Corporation	09-Latino Leaders Posters for Display Case (Sept 2022)	11/23/2022	30.00
	Account 53310 - Printing Totals	Invoice 1	\$30.00
		Transactions	
	Program 090014 - Latino Programs Totals	Invoice 1	\$30.00
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/11/22 - 11/23/22

Program **090016 - Com Serv - Safe & Civil**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

09-Sam's Club-Snacks for Young Women's Leadership Summit	11/23/2022	114.48
Account 52420 - Other Supplies Totals	Invoice 1	<u>\$114.48</u>
	Transactions	
Program 090016 - Com Serv - Safe & Civil Totals	Invoice 1	<u>\$114.48</u>
	Transactions	
Department 09 - CFRD Totals	Invoice 2	<u>\$144.48</u>
	Transactions	
Fund 312 - Community Services Totals	Invoice 2	<u>\$144.48</u>
	Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

902 - Indiana Underground Plant Protection Service, INC	25 - 811 Tickets for September 2022	11/23/2022	333.45
902 - Indiana Underground Plant Protection Service, INC	25 - 811 Tickets for October 2022	11/23/2022	313.50
13482 - Northern Lights Locating & Inspection, INC	25 - Line location services - Sept 2022-inc over allowance	11/23/2022	3,531.00
13482 - Northern Lights Locating & Inspection, INC	25 - Line location services - October 2022	11/23/2022	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 4	<u>\$6,677.95</u>
		Transactions	

Account **54450 - Equipment**

53442 - Paragon Micro, INC	25 - CAPR Video Card	11/23/2022	429.99
	Account 54450 - Equipment Totals	Invoice 1	<u>\$429.99</u>
		Transactions	
	Program 254000 - Infrastructure Totals	Invoice 5	<u>\$7,107.94</u>
		Transactions	
	Department 25 - Telecommunications Totals	Invoice 5	<u>\$7,107.94</u>
		Transactions	
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 5	<u>\$7,107.94</u>
		Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**



Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company

20-Safety Supplies for Crews 11/23/2022 111.65

Account **52210 - Institutional Supplies** Totals Invoice 1
Transactions \$111.65

Account **53250 - Pagers**

332 - Indiana Paging Network, INC

20-Pagers for snow control -December 2022 11/23/2022 86.14

Account **53250 - Pagers** Totals Invoice 1
Transactions \$86.14

Account **53520 - Street Lights / Traffic Signals**

18844 - First Financial Bank, N.A.

20-Traffic Signal Inspections BC 2022-066-Esc 2 BC 2022-066 3,674.66

4506 - TAPCO (Traffic and Parking Control Co INC)

20-Traffic Signal Inspections BC 2022-066-App 2 BC 2022-066 11/23/2022 69,818.58

Account **53520 - Street Lights / Traffic Signals** Totals Invoice 2
Transactions \$73,493.24

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities

20-Street Dept-fire hydrant-water/sewer bill-Oct 2022 11/16/2022 44.47

208 - City Of Bloomington Utilities

20-Street Dept-water/sewer bill-Oct 2022 11/16/2022 234.88

208 - City Of Bloomington Utilities

20-Traffic Bldg-water/sewer bill-Oct 2022 11/16/2022 35.50

Account **53530 - Water and Sewer** Totals Invoice 3
Transactions \$314.85

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-Oct 2022 management fee 11/16/2022 17.56

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Street Dept-gas bill 10/6-11/4/22 11/16/2022 63.00

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Traffic bldg-gas bill 10/6-11/4/22 11/16/2022 49.02

Account **53540 - Natural Gas** Totals Invoice 3
Transactions \$129.58

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



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19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/2/22	11/23/2022	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 1	<u>\$34.28</u>
Program 200000 - Main Totals		Transactions	
Department 20 - Street Totals		Invoice 11	<u>\$74,169.74</u>
Fund 451 - Motor Vehicle Highway(S0708) Totals		Transactions	
		Invoice 11	<u>\$74,169.74</u>
		Transactions	
		Invoice 11	<u>\$74,169.74</u>
		Transactions	
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52210 - Institutional Supplies			
5099 - Office Three Sixty, INC	26-Cleaning Supplies, Lysol, Mops, Wipes, Etc for Garages	11/23/2022	1,059.82
Account 52210 - Institutional Supplies Totals		Invoice 1	<u>\$1,059.82</u>
		Transactions	
Account 52310 - Building Materials and Supplies			
395 - Kirby Risk Corp	26-Emergency Exit Light for Parking Garage	11/23/2022	26.61
394 - Kleindorfer Hardware & Variety	26-Brooms, graffiti remover, swiffer clothes-Parking Facilities	11/23/2022	50.05
Account 52310 - Building Materials and Supplies Totals		Invoice 2	<u>\$76.66</u>
		Transactions	
Account 52420 - Other Supplies			
7663 - HB Warehouse LLC (Resource Services)	26-Ice Melt for Trades Garage	11/23/2022	881.02
7663 - HB Warehouse LLC (Resource Services)	26-Ice Melt for Morton St. Garage	11/23/2022	440.51
Account 52420 - Other Supplies Totals		Invoice 2	<u>\$1,321.53</u>
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill- Oct 2022	11/16/2022	127.09
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-Oct 2022	11/16/2022	47.78
Account 53530 - Water and Sewer Totals		Invoice 2	<u>\$174.87</u>
		Transactions	



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Account 53540 - Natural Gas

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 10/3-11/1/22		11/16/2022	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 10/3-11/1/22		11/16/2022	48.77
Account 53540 - Natural Gas Totals			Invoice 2 Transactions	\$97.54

Account 53610 - Building Repairs

1537 - Indiana Door & Hardware Specialties, INC	26-SA Cores & Keys for Trades Garage Locks		11/23/2022	612.00
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	\$612.00

Account 53640 - Hardware and Software Maintenance

3397 - Evens Time, INC	26-SA Addendum to PARCS - repair Morton Gate-10/7/22	BC 2021-117	11/23/2022	562.99
3397 - Evens Time, INC	26-SA Addendum to PARCS Repair Walnut Gate-10/13/22	BC 2021-117	11/23/2022	1,273.99
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2 Transactions	\$1,836.98
Program 260000 - Main Totals			Invoice 12 Transactions	\$5,179.40
Department 26 - Parking Totals			Invoice 12 Transactions	\$5,179.40
Fund 452 - Parking Facilities(S9502) Totals			Invoice 12 Transactions	\$5,179.40

Fund 454 - Alternative Transport(S6301)

Department 05 - Common Council

Program 050000 - Main

Account 54310 - Improvements Other Than Building

10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th-16th)-inv date 9/30/22	BC 2021-37	11/23/2022	175.00
Account 54310 - Improvements Other Than Building Totals			Invoice 1 Transactions	\$175.00
Program 050000 - Main Totals			Invoice 1 Transactions	\$175.00
Department 05 - Common Council Totals			Invoice 1 Transactions	\$175.00

Department 13 - Planning



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Program 130000 - Main

Account 54310 - Improvements Other Than Building

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 10/27/22	BC 2020-106	11/23/2022	3,831.05
Account 54310 - Improvements Other Than Building Totals				Invoice 1
				Transactions
Program 130000 - Main Totals				Invoice 1
				Transactions
Department 13 - Planning Totals				Invoice 1
				Transactions

Department 26 - Parking

Program 260000 - Main

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	26-driving safety training video for Parking Officers		11/23/2022	35.54
Account 53990 - Other Services and Charges Totals				Invoice 1
				Transactions
Program 260000 - Main Totals				Invoice 1
				Transactions
Department 26 - Parking Totals				Invoice 1
				Transactions
Fund 454 - Alternative Transport(S6301) Totals				Invoice 3
				Transactions

Fund 455 - Parking Meter Fund(S2141)

Department 26 - Parking

Program 260000 - Main

Account 52340 - Other Repairs and Maintenance

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	26-Installation of top lights on unit 263		11/23/2022	160.00
6688 - SSW Enterprises, LLC (Office Pride)	26-cleaning-627 N Morton-Parking Enforcement-Nov 2022	BC 2022-007	11/23/2022	487.00
Account 52340 - Other Repairs and Maintenance Totals				Invoice 2
				Transactions

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	26-misc parking supplies-stick on numbers		11/23/2022	29.70
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394 - Kleindorfer Hardware & Variety	26-misc parking supplies-broom	11/23/2022	9.49
394 - Kleindorfer Hardware & Variety	26-misc parking supplies-batteries	11/23/2022	18.99
5819 - Synchrony Bank	26-address and password book	11/23/2022	8.97
5819 - Synchrony Bank	26-file folders	11/23/2022	21.91
5819 - Synchrony Bank	26-webcam for Wahl	11/23/2022	59.99
5819 - Synchrony Bank	26-telephone headset cord detang	11/23/2022	11.99
Account 52420 - Other Supplies Totals		Invoice 7	\$161.04
Account 53150 - Communications Contract		Transactions	
53442 - Paragon Micro, INC	26-computer for TV in conference rm at 4th st garage	11/23/2022	1,042.98
Account 53150 - Communications Contract Totals		Invoice 1	\$1,042.98
Account 53640 - Hardware and Software Maintenance		Transactions	
54432 - T2 Systems, INC	26-Rovr returns for October 2022	11/23/2022	723.45
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$723.45
Account 53910 - Dues and Subscriptions		Transactions	
204 - State Of Indiana	26-License plate lookups for Parking Tows	11/23/2022	15.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$15.00
Account 53990 - Other Services and Charges		Transactions	
3560 - First Financial Bank / Credit Cards	26-driving safety training video for Parking Officers	11/23/2022	159.88
Account 53990 - Other Services and Charges Totals		Invoice 1	\$159.88
Program 260000 - Main Totals		Invoice 13	\$2,749.35
Department 26 - Parking Totals		Invoice 13	\$2,749.35
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 13	\$2,749.35
Fund 456 - MVH Restricted		Transactions	



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Department **20 - Street**

Program **200000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-Asphalt for Paving-10/3-10/4/22	BC 2021-119	11/23/2022	11,070.48
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice 1
				Transactions
				\$11,070.48

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	20-Milling Machine-antifreeze		11/23/2022	28.14
Account 52420 - Other Supplies Totals				Invoice 1
				Transactions
				\$28.14
Program 200000 - Main Totals				Invoice 2
				Transactions
				\$11,098.62
Department 20 - Street Totals				Invoice 2
				Transactions
				\$11,098.62
Fund 456 - MVH Restricted Totals				Invoice 2
				Transactions
				\$11,098.62

Fund **519 - 2016 GO Bonds Bond #2 (S0182)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53830 - Bank Charges**

5232 - The Huntington National Bank	06-General Obligation Bond Series 2016F-10/3/22		11/23/2022	101.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016G-10/3/22		11/23/2022	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016H-10/3/22		11/23/2022	500.00
Account 53830 - Bank Charges Totals				Invoice 3
				Transactions
				\$1,101.00
Program 060000 - Main Totals				Invoice 3
				Transactions
				\$1,101.00
Department 06 - Controller's Office Totals				Invoice 3
				Transactions
				\$1,101.00
Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals				Invoice 3
				Transactions
				\$1,101.00

Fund **520 - 2016 Parks GO Bond #3 (S0183)**



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Department **06 - Controller's Office**

Program **060000 - Main**

Account **53830 - Bank Charges**

5232 - The Huntington National Bank	06-Park District Bond Series 2016A-10/3/22	11/23/2022	62.22
5232 - The Huntington National Bank	06-Park District Bond Series 2016C-10/3/22	11/23/2022	500.00
Account 53830 - Bank Charges Totals			Invoice 2 <u>\$562.22</u>
Program 060000 - Main Totals			Transactions Invoice 2 <u>\$562.22</u>
Department 06 - Controller's Office Totals			Transactions Invoice 2 <u>\$562.22</u>
Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals			Transactions Invoice 2 <u>\$562.22</u>

Fund **522 - 2018 Parks Bicentennial (S1380)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53830 - Bank Charges**

5232 - The Huntington National Bank	06-Park District Bond Series 2018A-10/3/22	11/23/2022	500.00
5232 - The Huntington National Bank	06-Park District Bond Series 2018B-10/3/22	11/23/2022	500.00
5232 - The Huntington National Bank	06-Park District Bond Series 2018C-10/3/22	11/23/2022	500.00
Account 53830 - Bank Charges Totals			Invoice 3 <u>\$1,500.00</u>
Program 060000 - Main Totals			Transactions Invoice 3 <u>\$1,500.00</u>
Department 06 - Controller's Office Totals			Transactions Invoice 3 <u>\$1,500.00</u>
Fund 522 - 2018 Parks Bicentennial (S1380) Totals			Transactions Invoice 3 <u>\$1,500.00</u>

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**



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Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-Asphalt for Paving-10/3-10/4/22	BC 2021-119	11/23/2022	2,198.20
19278 - Milestone Contractors, LP	20-Tack oil for paving-10/4/22	BC 2021-119	11/23/2022	770.40
19278 - Milestone Contractors, LP	20-Asphalt (Patching)-10/24/22	BC 2021-119	11/23/2022	123.98
19278 - Milestone Contractors, LP	20-Asphalt (Patching)-10/31/22	BC 2021-119	11/23/2022	126.35

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 4 Transactions	\$3,218.93
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Account 52420 - Other Supplies

7225 - Arctic Glacier USA, INC	20-Ice for crews		11/23/2022	140.00
409 - Black Lumber Co. INC	20-Sign crews-cable ties for no parking signs		11/23/2022	25.97
409 - Black Lumber Co. INC	20-Misc Supplies for sidewalk crews		11/23/2022	37.98
409 - Black Lumber Co. INC	20-Misc Supplies for crews extra keys for dog park		11/23/2022	4.47
409 - Black Lumber Co. INC	20-Misc Supplies for crews Walnut & Hillside signal		11/23/2022	17.98
409 - Black Lumber Co. INC	20-Misc Supplies for crews		11/23/2022	47.43

Account 52420 - Other Supplies Totals	Invoice 6 Transactions	\$273.83
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Account 54510 - Other Capital Outlays

18844 - First Financial Bank, N.A.	20-CCMG 2022-1 Smith Road Proj Des#220227-9/2-10/5/22-Esc 1			6,689.68
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Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$6,689.68
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Program 020000 - Main Totals	Invoice 11 Transactions	\$10,182.44
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Department 02 - Public Works Totals	Invoice 11 Transactions	\$10,182.44
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Department 07 - Engineering

Program 070000 - Main

Account 54310 - Improvements Other Than Building

204 - State Of Indiana	07-Downtown Curb Ramps Ph3-CN Match		11/23/2022	43,905.04
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Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$43,905.04
	Transactions	
Program 070000 - Main Totals	Invoice 1	\$43,905.04
	Transactions	
Department 07 - Engineering Totals	Invoice 1	\$43,905.04
	Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 12	\$54,087.48
	Transactions	

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies

337 - Stansifer Radio Co, INC	16-Radio Parts	11/23/2022	11.40
	Account 52420 - Other Supplies Totals	Invoice 1	\$11.40
		Transactions	

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	16- Exterminator Services @ Sanitation -10/24/2022	BC 2021-108 11/23/2022	125.00
	Account 53140 - Exterminator Services Totals	Invoice 1	\$125.00
		Transactions	

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wireless Radio Service for November 2022	11/23/2022	572.05
	Account 53150 - Communications Contract Totals	Invoice 1	\$572.05
		Transactions	

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	11/16/2022	6.35
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	16-Sanitation-gas bill 10/4-11/2/22	11/16/2022	130.23
	Account 53540 - Natural Gas Totals	Invoice 2	\$136.58
		Transactions	

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/26/22	11/23/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/02/22	11/23/2022	4.62



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19171 - Aramark Uniform & Career Apparel Group, INC	16-mat service-11/02/22	11/23/2022	23.26
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 3	<hr/> \$32.50
Program 160000 - Main Totals		Transactions	
Department 16 - Sanitation Totals		Invoice 8	<hr/> \$877.53
Fund 730 - Solid Waste (S6401) Totals		Transactions	
		Invoice 8	<hr/> \$877.53
		Transactions	

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

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. French (10D)-10/13/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Morrison (10.5D)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Courter (8.5D)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. East (M11)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Pfeiffer (10M)-10/17/22	11/23/2022	93.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Banks (9.5M)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Ham (10D)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Fulford (12D)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Porter (12D)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Bough (12D)-10/17/22	11/23/2022	76.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Konnerman (11D)-10/17/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Fields (11D)-10/19/22	11/23/2022	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. McIntire (10D)-10/19/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Elkins (11D)-10/24/22	11/23/2022	100.00



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8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-L. Arms (11.5EE)-10/24/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Morrow (12D)-10/24/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Miller (10.5D)-10/24/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Chambers (11.5D)-10/26/22	11/23/2022	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Wolford (12EE)-10/26/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Dodson (10D)-10/26/22	11/23/2022	80.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Hite (12D)-10/26/22	11/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Blevins (11B)-10/28/22	11/23/2022	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 22 Transactions	<hr/> \$2,145.25
Account 53130 - Medical			
8438 - Kevin Fulford	10-reimb for CDL physical-10/7/22	11/23/2022	100.00
	Account 53130 - Medical Totals	Invoice 1 Transactions	<hr/> \$100.00
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Worker's Comp Payment 10.20.22-10.26.22	11/15/2022	1,767.12
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Worker's Comp Payment 10.27.22-11.2.22	11/15/2022	1,075.47
	Account 53420 - Worker's Comp & Risk Totals	Invoice 2 Transactions	<hr/> \$2,842.59
	Program 100000 - Main Totals	Invoice 25 Transactions	<hr/> \$5,087.84
	Department 10 - Legal Totals	Invoice 25 Transactions	<hr/> \$5,087.84
	Fund 800 - Risk Management(S0203) Totals	Invoice 25 Transactions	<hr/> \$5,087.84
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			



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17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$125.75	11/14/2022	125.75
3977 - Cigna Health & Life Insurance Company	12-November 2022 Cigna Dental/Vision	11/23/2022	2,194.50
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>125.75</u>
		Transactions	<u>2,194.50</u>
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-November 2022 Wellness Reimbursements	11/16/2022	31,906.04
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1	<u>31,906.04</u>
		Transactions	<u>31,906.04</u>
Program 120000 - Main Totals		Invoice 3	<u>\$34,226.29</u>
		Transactions	<u>\$34,226.29</u>
Department 12 - Human Resources Totals		Invoice 3	<u>\$34,226.29</u>
		Transactions	<u>\$34,226.29</u>
Fund 801 - Health Insurance Trust Totals		Invoice 3	<u>\$34,226.29</u>
		Transactions	<u>\$34,226.29</u>
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17 - scrap tire disposal; 9/12/22	11/23/2022	57.75
50605 - Bauer Built, INC	17 - White powder coat, shop supplies, valve, scrap tire disposal	11/23/2022	1,981.93
50605 - Bauer Built, INC	17 - scrap tire disposal	11/23/2022	10.00
50605 - Bauer Built, INC	17 - 4 Carlisle Turf Master tires for stock	11/23/2022	340.00
50605 - Bauer Built, INC	17 -6 retired tires for stock	11/23/2022	1,869.84
50605 - Bauer Built, INC	17 -6ea retired, metal valve stem truck, flow thru valve cap	11/23/2022	2,094.16
8181 - Lawson Products, INC	17 - Nylon cable ties	11/23/2022	96.33
Account 52230 - Garage and Motor Supplies Totals		Invoice 7	<u>\$6,450.01</u>
		Transactions	<u>\$6,450.01</u>
Account 52240 - Fuel and Oil			
613 - Hoosier Penn Oil Company, INC	17 -5w40 &5w20 oils for various vehicles and equipment	11/23/2022	7,468.83



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Account 52240 - Fuel and Oil Totals		Invoice 1	\$7,468.83
		Transactions	
Account 52320 - Motor Vehicle Repair			
4135 - Andy Mohr Truck Center	17 - #960 wiper pivot	11/23/2022	133.40
4135 - Andy Mohr Truck Center	17- switch-#960	11/23/2022	249.33
244 - Bloomington Ford, INC	17-RTD Key part for ford	11/23/2022	20.00
244 - Bloomington Ford, INC	17-Headlamp assembly parts for ford	11/23/2022	224.25
244 - Bloomington Ford, INC	17- bumper bracket, plate, caliper assembly for 529 ford	11/23/2022	342.64
244 - Bloomington Ford, INC	17-End assembly, seal & jount assembly, hub & bearing assembly	11/23/2022	709.96
244 - Bloomington Ford, INC	17-cover and contact parts for 497 ford	11/23/2022	27.97
244 - Bloomington Ford, INC	17-Heater water hose parts for 530 ford	11/23/2022	156.82
5792 - Clark Truck Equipment Co., INC	17- pulley for #936	11/23/2022	153.00
21104 - Cummins Crosspoint, LLC	17- DFN Pressure sensor for Stock	11/23/2022	202.48
4387 - Force America Distributing, LLC	17- 5 way 3 position sensor for #461	11/23/2022	289.09
4046 - Heritage-Crystal Clean, INC	17-antifreeze for stock	11/23/2022	575.35
455 - Industrial Service & Supply, INC	17-hydraulic fittings	11/23/2022	307.15
796 - Interstate Battery System of Bloomington, INC	17 - misc batteries for vehicles and equipment	11/23/2022	1,024.16
4439 - JX Enterprises, INC	17- CPR Water inlet tubes -Peter built parts	11/23/2022	177.43
6262 - Koenig Equipment, INC	17- 1 gal. HY-Gard oil for stock	11/23/2022	194.28
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - TPMS Valve	11/23/2022	7.35
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Micro-V Belt	11/23/2022	19.26
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Micro-V Belt	11/23/2022	20.11
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Engine Oil Sepr.	11/23/2022	172.85
53385 - O'Reilly Automotive Stores, INC	17- credit-Coolant hose&Therm Gasket (Inv 1903-315844)	11/23/2022	(10.46)



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476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for various vehicles for October 2022	11/23/2022	15,025.16
54351 - Sternberg, INC	17- Core credit for return	11/23/2022	(150.00)
54351 - Sternberg, INC	17- Core credit for return	11/23/2022	(170.00)
54351 - Sternberg, INC	17-Gear Assembly International parts	11/23/2022	1,249.16
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - water pump, coolant recovery bottle	11/23/2022	326.40
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Tire Pressure sensor	11/23/2022	102.00
582 - Town & Country Chrysler Dodge Jeep, INC	17- Engine Starter Chrysler parts and deposit	11/23/2022	433.70
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Oil Filter and Filter elements	11/23/2022	192.65
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Filter Elements	11/23/2022	199.67
6476 - Samuel D Wray (Wray Automotive)	17- alignment on # p132	11/23/2022	50.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Air filter	11/23/2022	30.21
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Belt	11/23/2022	42.71
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - 4 connector, 12 Oil filter assemblies	11/23/2022	54.48
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 -2ea Pass Compt Air filters, Air filter auto parts	11/23/2022	73.37
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - connector	11/23/2022	95.28
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - 4 brake pad assemblies, 3 brake lining kit auto parts	11/23/2022	547.64
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - New alternator	11/23/2022	596.90
Account 52320 - Motor Vehicle Repair Totals		Invoice 38 Transactions	\$23,695.75
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-Oct 2022	11/16/2022	596.54
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	\$596.54
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	11/16/2022	12.63



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222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 10/6-11/4/22	11/16/2022	107.23
	Account 53540 - Natural Gas Totals	Invoice 2	<u>\$119.86</u>
		Transactions	
	Program 170000 - Main Totals	Invoice 49	<u>\$38,330.99</u>
		Transactions	
	Department 17 - Fleet Maintenance Totals	Invoice 49	<u>\$38,330.99</u>
		Transactions	
	Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 49	<u>\$38,330.99</u>
		Transactions	
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-November 2022 Cigna Dental/Vision	11/23/2022	8,289.63
	Account 53990.1241 - Other Services and Charges Vision Totals	Invoice 1	<u>\$8,289.63</u>
		Transactions	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/14/2022	220.30
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/14/2022	34.98
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/15/2022	15.50
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/16/2022	45.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/17/2022	486.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		368.52
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 6	<u>\$1,171.29</u>
		Transactions	
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/17/2022	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		25.78
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 2	<u>\$45.78</u>
		Transactions	



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Account 53990.1283 - Other Services and Charges Health Savings Account

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions - 11-18-22	11/17/2022	18,381.53
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	<u>\$18,381.53</u>
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 10	<u>\$27,888.23</u>
Fund 804 - Insurance Voluntary Trust Totals		Transactions	
		Invoice 10	<u>\$27,888.23</u>
		Transactions	
		Invoice 10	<u>\$27,888.23</u>
		Transactions	

Fund 978 - City 2016 GO Bond Proceeds

Department 06 - Controller's Office

Program 06016C - 2016 C Jackson Trail

Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC	13-Jackson Creek Trail Phase II (CE)-9/1-9/30/22	BC 2020-77	11/23/2022	9,768.04
3515 - Dentons Bingham Greenebaum LLP	07-Duke Energy Relocation-Jackson Ck Trail Ph II		11/23/2022	165.00
Account 54310 - Improvements Other Than Building Totals		Invoice 2		<u>\$9,933.04</u>
Program 06016C - 2016 C Jackson Trail Totals		Transactions		
Department 06 - Controller's Office Totals		Invoice 2		<u>\$9,933.04</u>
Fund 978 - City 2016 GO Bond Proceeds Totals		Transactions		
		Invoice 2		<u>\$9,933.04</u>
		Transactions		
Grand Totals		Invoice 267		<u><u>\$441,501.63</u></u>
		Transactions		

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
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11/23/22	Claims				\$441,501.63
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\$441,501.63

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 **\$441,501.63**

Dated this _____ day of _____ year of 20_____.

_____	_____	_____
_____	_____	_____

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

Fiscal Office _____