

Board of Public Works Meeting

November 21, 2023



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

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

AGENDA
BOARD OF PUBLIC WORKS
November 21, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, **November 21, 2023 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/83647998840?pwd=HwifEEZKsrvqMNVwrl4kqis4CbY9Az.1>
Meeting ID: 836 4799 8840 Passcode: 262204

I. OPENING OF SEALED BIDS

1. **Disposal Services of Municipal Solid Waste and Single Stream Recycling**

II. MESSAGES FROM BOARD MEMBERS

III. PETITIONS AND REMONSTRANCES

IV. CONSENT AGENDA

1. **2024 Service Agreement with City Lawn**
2. **2024 Service Agreement with Harrell Fish, Inc. for HVAC Repairs & Maintenance**
3. **2024 Service Agreement with Harrell Fish, Inc. for Plumbing Repairs & Maintenance**
4. **2024 Service Agreement with Indiana Door & Hardware**
5. **2024 Service Agreement with Photizo dba Fish Window**
6. **Approval of Payroll**

V. NEW BUSINESS

1. **Resolution 2023-77; Renew Mobile Vendor, Community Kitchen**
2. **Lane and Sidewalk Closure Request from AEG**
3. **Consultant Agreement for the BMCMPPO 2050 Metropolitan Transportation Plan**
4. **Contract with Fox Construction for Fire Station #1 Renovation**
5. **Contract with Reed and Sons for Fire Station #1 Renovation**
6. **Contract with Harrell Fish, Inc. (HFI) for Fire Station #1 Renovation**
7. **Contract with Electric Plus for Fire Station #1 Renovation**

VI. APPEALS

1. **Appeal Notice of Violation 62023-08-1314; 530 S. Washington**

VII. TITLE VI ABATEMENTS

1. **Abatement at 530 S. Washington**

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

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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



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with City Lawn, LLC for Mowing, Vegetation Removal and Turf Maintenance Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 21, 2023

This contract is for mowing, vegetation removal, and turf maintenance, and snow removal services at City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$20,000.00.

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: City Lawn, LLC

Contract Amount: \$20,000

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 our service agreement with City Lawn 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 our service agreement with City Lawn every year.

 JD Boruff

Print/Type Name

 Director of Facilities

Print/Type Title

 Public Works

Department

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

This Agreement, entered into on this 21st day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and City Lawn, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Mowing, vegetation removal, turf treatments and fertilizing. These services will be performed at City facilities (“Services”) for a set price of Fifty Dollars (\$50.00) per person, per hour. This rate shall include any trip charges and/or fuel charges. Costs for materials, such as fertilizer, mulch, or chemical treatments shall be paid by the Department. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000.00). 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: City Lawn, LLC, PO Box 5561, 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

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

John Hamilton, Mayor

City Lawn, LLC

Randy Younger, 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 _____, 2022.

City Lawn, 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 _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____

EXHIBIT C

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”

4. The projected employment needs under the award include the following: *Click here to enter text.*

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: *Click here to enter text.*

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

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 _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: 2024 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 21, 2023

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 \$173,250.00

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

Contract Amount: \$173,250.00

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"/>	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 21st day of November, 2023, 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-Five Dollars (\$95.00) 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-Ten Dollars (\$110.00) per, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Forty-Seven Dollars (\$147.00) 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, 2024, 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 Seventy Three Thousand Two Hundred Fifty Dollars (\$173,250.00). 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.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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: 2024 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 21, 2023

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 \$92,250.00.

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: \$92,250.00

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		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with HFI every year for services		
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 21st day of November, 2023, 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-Five Dollars (\$95.00) 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-Ten Dollars (\$110.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Forty – Seven Dollars (\$147.00.00) 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, 2024, 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 Two Thousand Two Hundred Fifty Dollars (\$92,250.00). 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.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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: _____

Printed Name of Notary Public

County of Residence: _____



Board of Public Works Staff Report

Project/Event: 2024 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 21, 2023

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"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

This is a service agreement we renew every year.

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 21st day of November, 2023, 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, 2024, 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.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

EXHIBIT C

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

- 1. The undersigned is the Click here to enter text. of Click here to enter text.
(job title) (company name)
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
- 4. The projected employment needs under the award include the following: Click here to enter text.
- 5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
- 6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

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 _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: 2024 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 21, 2023

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 21st day of November, 2023, 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, 2024, 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.

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

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.

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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.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/17/2023	Payroll				553,415.63
					<u>553,415.63</u>

ALLOWANCE OF CLAIMS

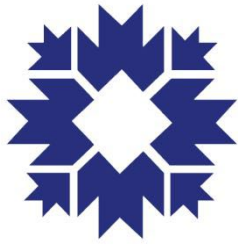
We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 553,415.63

Dated this 21st day of November year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice President Jane Kupersmith, 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 _____



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

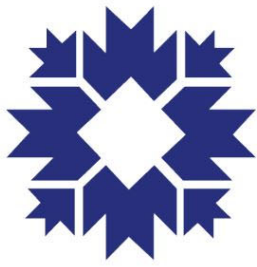
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 23-77
Petitioner/Representative: Tim Clougher, Owner of Community Kitchen of Monroe County
Staff Representative: Susan Coates
Meeting Date: 11/21/2023

Community Kitchen of Monroe County, by its owner, Tim Clougher, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

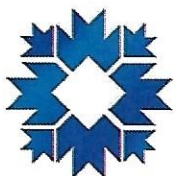


CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Community Kitchen of Monroe County
License Type	Mobile Vendor License
Contact	Tim Clougher
Phone	812-332-0999
Email	assistantdirector@monroecommunitykitchen.com
BPW Resolution No (if applicable)	23-77
Issue Date of License	11/22/2023
Expiration Date of License	11/22/2024
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	11/22/2024
Department Head	Holly Warren
Record Destruction Date	11/22/2027
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Tim Clougher-Community Kitchen		
Title/Position:	Assistant Director		
Date of Birth:	07/19/1964		
Address:	P.O. Box 3286		
City, State, Zip:	Bloomington, IN 47402-3286		
E-Mail Address:	assistantdirector@monroecommunitykitchen.com		
Phone Number:	812-332-0999	Mobile Phone:	812-325-0857

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	Community Kitchen of Monroe County, Inc.		
Address of Employer:	P.O. Box 3286/1515 S. Rogers St		
City, State, Zip:	Bloomington, IN 470402-3286		
Employment Start Date:	4/1/2002	End Date (If known):	
Phone Number:	812-332-0999		
Website / Email:	monroecommunitykitchen.com		
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Vicki Pierce-Executive Director	3957 Garrison Chapel Rd Bloomington, IN 47403
Angela Martin-Board President	1162 E. Citation Dr Bloomington, IN 47401

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

Date of incorporation or organization:	03/23/1983
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	4-7pm Monday through Saturday
Place or places where you will conduct business (If private property, attach written permission from property owner):	*See Attached
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

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

For City Of Bloomington Use Only

Date Received: 11/3/2023	Received By: <i>S Coates</i>	Date Approved: 11/3/2023	Approved By: <i>S Coates</i>
-----------------------------	---------------------------------	-----------------------------	---------------------------------

Festival General Contact Information

<u>Event</u>	<u>Dates</u>	<u>Contact Person</u>	<u>Phone Number</u>
Bloomington Farmers' Market	Every Saturday, April – November	Clarence Boone, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Clarence Boone, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681

Itinerant Merchant Contact Information

<u>Permit Issuer</u>	<u>Location</u>	<u>Contact Person</u>	<u>Phone Number</u>
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Jesssica Brown, Administrator	(812) 349-2543
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 150 Bloomington, IN	Andrea de la Rosa Economic & Sustainable Development	(812) 349-3419
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Kim Clapp, Office Manager	(812) 349-3700
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Tim Clougher

Name, Printed



Signature

10/18/23

Date Release Signed

John Hamilton
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

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

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

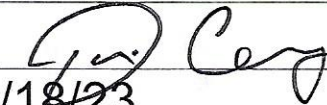
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a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

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

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

Vendor:

Name: Tim Clougher

Signature: 

Date: 10/18/23

John Hamilton
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

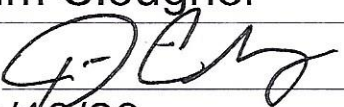
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

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

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

Vendor:

Name: Tim Clougher

Signature: 

Date: 10/18/23

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

** SEE ATTACHED*

COMPANY PERFORMING INSPECTION _____

INSPECTOR'S NAME _____ INSPECTOR'S PHONE # _____

DATE OF INSPECTION _____

TAXICAB COMPANY _____

VEHICLE YEAR _____ MAKE _____ MODEL _____

VIN _____

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	_____	_____	_____
FLASHERS	_____	_____	_____
REFLECTORS	_____	_____	_____
HORN	_____	_____	_____
WINDSHIELD WIPERS	_____	_____	_____
MIRRORS	_____	_____	_____
SEATBELTS	_____	_____	_____
BUMPER HEIGHT	_____	_____	_____
ALL WINDOWS	_____	_____	_____
MUFFLER	_____	_____	_____
TIRES	_____	_____	_____
BRAKES	_____	_____	_____
DOORS	_____	_____	_____
GENERAL CONDITION OF VEHICLE	_____	_____	_____

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

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



Community Kitchen food truck days & locations

Community Kitchen's food truck is now serving 6 days/week. *Anyone is welcome at any location!* The truck will be at these locations during these times:

Mondays & Fridays

Heatherwood Estates 4-4:45pm

Woodland Springs Apartments 5-5:45pm

Tuesdays, Thursdays & Saturdays

Edgewood Village Apartments (parking lot) 4-4:30pm

Richland Senior Apartments (in front of the maintenance building) 4:40-5:10pm

Ellettsville branch of Monroe County Public Library (front parking lot) 5:15-5:45pm

Governor's Park Apartments 6-6:30pm

Wednesdays

Heatherwood Estates 4-4:45pm

Limestone Crossing 5-5:45pm

Anyone is welcome to access services at any location. No questions will be asked. Warm meals will be available each day. Cold, reheatable meals may be available on some days.

Questions or concerns: 812-332-0999



APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
04/23/2021 01:47 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 198306-746
BUSINESS TYPE Domestic Nonprofit Corporation
BUSINESS NAME COMMUNITY KITCHEN OF MONROE COUNTY INC
ENTITY CREATION DATE 06/23/1983
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 1515 S Rogers St, Blmgt, IN, 47403, USA

YEARS FILED

YEARS 2021/2022

EFFECTIVE DATE

EFFECTIVE DATE 04/23/2021
EFFECTIVE TIME 1:47 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME VICKI PIERCE
ADDRESS 1515 S ROGERS ST, BLOOMINGTON, IN, 47403, USA

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
04/23/2021 01:47 PM

PRINCIPAL(S)

TITLE	Treasurer
NAME	James P Becker
ADDRESS	8180 W Howard Rd, Blmgtn, IN, 47403, USA
TITLE	President
NAME	Alison May
ADDRESS	7400 S Shady Side Dr, Bloomington, IN, 47401, USA
TITLE	Vice President
NAME	Jeanette Barefoot
ADDRESS	7400 S Shady Side Dr, Bloomington, IN, 47401, USA
TITLE	Secretary
NAME	Angela Martin
ADDRESS	1162 E Citation Dr, Bloomington, IN, 47401, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY April 23, 2021.

SIGNATURE	Vicki A Pierce
TITLE	CEO

Business ID : 198306-746
Filing No. : 8990363



PEKIN INSURANCE

(A Stock Company)

2505 Court Street, Pekin, Illinois 61558-0001

BUSINESS AUTO COVERAGE FORM DECLARATIONS

Policy Number: 005759847

Premium Payment Plan: CL ANNUAL PAY PLAN

ITEM ONE

Named Insured and Mailing Address: COMMUNITY KITCHEN OF MONROE CO PO BOX 3286 BLOOMINGTON, IN 47402	Agency Name: WILLIAMSON INSURANCE Agent Number: 08293 Phone: (812) 336-6838 Policy Period: From: 05/14/2023 To: 05/14/2024 at 12:01 A.M. Standard Time at your mailing address shown above.
---	---

Form of Business: NOT SELECTED

Business Description: NOT SELECTED

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT \$1,000,000 PROPERTY DAMAGE	\$2,842.00
PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		SEPERATELY STATED IN EACH PERSONAL INJURY PROTECTION ENDORSEMENT MINUS \$ _____ DEDUCTIBLE FOR EACH ACCIDENT	NO COVERAGE
ADDED PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		SEPERATELY STATED IN EACH ADDED PERSONAL INJURY PROTECTION ENDORSEMENT	NO COVERAGE
AUTO MEDICAL PAYMENTS	7	\$10,000	\$117.00
UNINSURED MOTORISTS	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$95.00
UNDERINSURED MOTORISTS (WHEN NOT INCLUDED IN UNINSURED MOTORISTS COVERAGE)	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$325.00
UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE	7		\$20.00
PHYSICAL DAMAGE - COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE IN ITEM THREE FOR EACH COVERED "AUTO". SEE ITEM FOUR FOR HIRED OR BORROWED "AUTOS".	\$884.00
PHYSICAL DAMAGE - COLLISION COVERAGE	7		\$2,253.00
TOWING AND LABOR	7	SEE COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT FOR COVERED "AUTOS" TYPES AND LIMITS	INCLUDED
MOTOR TRANSIT CARGO			NO COVERAGE
		MISCELLANEOUS PREMIUM	\$252.00
AUDIT PERIOD: ANNUAL	Total Estimated Premium \$6,788.00		

These Declarations, together with the Schedules, Additional Declarations, Coverage Form and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Countersigned By _____
 Authorized Representative Date



Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2021** calendar year, or tax year beginning and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization COMMUNITY KITCHEN OF MONROE COUNTY, INC. Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite PO BOX 3286 City or town, state or province, country, and ZIP or foreign postal code BLOOMINGTON, IN 47402-3286	D Employer identification number 31-1101408 E Telephone number (812) 332-0999 G Gross receipts \$ 1,303,930. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number ▶
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: ▶ HTTP://WWW.MONROECOMMUNITYKITCHEN.COM		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 1983 M State of legal domicile: IN

Part I Summary

	1 Briefly describe the organization's mission or most significant activities: AT COMMUNITY KITCHEN OUR MISSION IS TO WORK, ALONE AND IN COLLABORATION WITH OTHERS, TO ELIMINATE			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
Activities & Governance	3 Number of voting members of the governing body (Part VI, line 1a)	3	17	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	17	
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	29	
	6 Total number of volunteers (estimate if necessary)	6	900	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.	
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
	Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 1,456,752.	Current Year 1,285,930.
9 Program service revenue (Part VIII, line 2g)		0.	0.	
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		4,350.	4,099.	
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		8,965.	13,090.	
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		1,470,067.	1,303,119.	
Expenses		13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
		14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
		15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	546,221.	560,901.
		16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
		b Total fundraising expenses (Part IX, column (D), line 25) ▶ 26,702.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	629,291.	702,713.	
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,175,512.	1,263,614.	
	19 Revenue less expenses. Subtract line 18 from line 12	294,555.	39,505.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 1,876,505.	End of Year 1,901,599.	
	21 Total liabilities (Part X, line 26)	67,570.	55,699.	
	22 Net assets or fund balances. Subtract line 21 from line 20	1,808,935.	1,845,900.	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer VICKI PIERCE, EXECUTIVE DIRECTOR Type or print name and title	Date	
Paid Preparer Use Only	Print/Type preparer's name JEREMY M. FINN, CPA	Preparer's signature Date	Check if self-employed <input type="checkbox"/> PTIN P00814819
	Firm's name ▶ MONROE SHINE & CO., INC. CPA'S Firm's address ▶ PO BOX 1407 NEW ALBANY, IN 47151-1407	Firm's EIN ▶ 35-1515068 Phone no. 812-945-2311	

May the IRS discuss this return with the preparer shown above? See instructions Yes No

ANNUAL VEHICLE INSPECTION REPORT

CARMICHAEL TRUCK & AUTOMOTIVE
 3950 W. Farmer Ave.
 Bloomington, IN. 47403

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
53438	
DATE 10.11.23	

MOTOR CARRIER OPERATOR Community Kitchen of Monroe County ADDRESS 1515 S. Rogers st CITY, STATE, ZIP CODE Bloomington, IN 47403	INSPECTOR'S NAME (PRINT OR TYPE) Denis Aguilar THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	VEHICLE IDENTIFICATION (VIN AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 1F65F5KN0L0A19178 INSPECTION AGENCY/LOCATION (OPTIONAL) Carmichael Truck & Automotive Service Inc.

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFE LOADING				10. TIRES
<input checked="" type="checkbox"/>			a. Service Brakes	<input checked="" type="checkbox"/>			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	<input checked="" type="checkbox"/>			a. Tires on any steering axle of a power unit.
<input checked="" type="checkbox"/>			b. Parking Brake System	<input checked="" type="checkbox"/>			b. Protection against shifting cargo.	<input checked="" type="checkbox"/>			b. All other tires.
<input checked="" type="checkbox"/>			c. Brake Drums or Rotors	<input checked="" type="checkbox"/>			c. Container securement devices on intermodal equipment.	<input checked="" type="checkbox"/>			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
<input checked="" type="checkbox"/>			d. Brake Hose	<input checked="" type="checkbox"/>			7. STEERING MECHANISM	<input checked="" type="checkbox"/>			11. WHEELS AND RIMS
<input checked="" type="checkbox"/>			e. Brake Tubing	<input checked="" type="checkbox"/>			a. Steering Wheel Free Play	<input checked="" type="checkbox"/>			a. Lock or Side Ring
<input checked="" type="checkbox"/>			f. Low Pressure Warning Device	<input checked="" type="checkbox"/>			b. Steering Column	<input checked="" type="checkbox"/>			b. Wheels and Rims
<input checked="" type="checkbox"/>			g. Tractor Protection Valve	<input checked="" type="checkbox"/>			c. Front Axle Beam and All Steering Components Other Than Steering Column	<input checked="" type="checkbox"/>			c. Fasteners
<input checked="" type="checkbox"/>			h. Air Compressor	<input checked="" type="checkbox"/>			d. Steering Gear Box	<input checked="" type="checkbox"/>			d. Welds
<input checked="" type="checkbox"/>			i. Electric Brakes	<input checked="" type="checkbox"/>			e. Pitman Arm	<input checked="" type="checkbox"/>			12. WINDSHIELD GLAZING
<input checked="" type="checkbox"/>			j. Hydraulic Brakes	<input checked="" type="checkbox"/>			f. Power Steering	<input checked="" type="checkbox"/>			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
<input checked="" type="checkbox"/>			k. Vacuum Systems	<input checked="" type="checkbox"/>			g. Ball and Socket Joints	<input checked="" type="checkbox"/>			13. WINDSHIELD WIPERS
<input checked="" type="checkbox"/>			l. Antilock Brake System	<input checked="" type="checkbox"/>			h. Tie Rods and Drag Links	<input checked="" type="checkbox"/>			Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
<input checked="" type="checkbox"/>			m. Automatic Brake Adjusters	<input checked="" type="checkbox"/>			i. Nuts	<input checked="" type="checkbox"/>			14. MOTORCOACH SEATS
<input checked="" type="checkbox"/>			2. COUPLING DEVICES	<input checked="" type="checkbox"/>			j. Steering System	<input checked="" type="checkbox"/>			Any passenger seat that is not securely fastened to the vehicle structure.
<input checked="" type="checkbox"/>			a. Fifth Wheels	<input checked="" type="checkbox"/>			8. SUSPENSION	<input checked="" type="checkbox"/>			15. OTHER
<input checked="" type="checkbox"/>			b. Pintle Hooks	<input checked="" type="checkbox"/>			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	<input checked="" type="checkbox"/>			List any other condition(s) which may prevent safe operation of this vehicle.
<input checked="" type="checkbox"/>			c. Drawbar/Towbar Eye	<input checked="" type="checkbox"/>			b. Spring Assembly	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>			c. Torque, Radius or Tracking Components	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			e. Safety Devices	<input checked="" type="checkbox"/>			9. FRAME	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			f. Saddle-Mounts	<input checked="" type="checkbox"/>			a. Frame Members	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			3. EXHAUST SYSTEM	<input checked="" type="checkbox"/>			b. Tire and Wheel Clearance	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	<input checked="" type="checkbox"/>			c. Adjustable Axle Assemblies (Sliding Subframes)	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			b. Bus exhaust system leaking or discharging in violation of standard.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			4. FUEL SYSTEM	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			a. Visible leak.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			b. Fuel tank filler cap missing.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			c. Fuel tank securely attached.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			5. LIGHTING DEVICES	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			All lighting devices and reflectors required by Part 393 shall be operable.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: OK, NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

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

License type: DRIVERS W/ MC

As of 10/18/2023 2:58 pm
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Commercial Driver License (CDL) Information:

CDL Status: Voluntary Surrender
CDL Expires: 07/19/2003 [** Expired **]
CDL Class: B

CDL Endorsements: None
CDL Restrictions: None

Commercial Learner Permit (CLP) Information:

CLP Expires:
CLP Class:

CLP Endorsements: None
CLP Restrictions: None

CDLIS Status: ELG

Self-Certification Status:

Medical Certificate Status:

Medical Examiner's Certificate Information:

Medical Certificate Issue Date:
Medical Certificate Expire Date:
Medical Certificate Restriction Codes:
Medical Examiner's Name:
Medical Examiner's Phone Number:
Medical Examiner's Speciality Code:
Medical Examiner's Jurisdiction:
Medical Examiner's Jurisdiction License Number:
Medical Examiner's FMCSA National Registry Number:
Medical Exemption Effective Date:
Medical Exemption Expiration Date:
SPE Exemption Effective Date:
SPE Exemption Expiration Date:

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
09/01/1983	2	SPEEDING 69/55		SHARPSVILLE TOWN / 801013412			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	01/17/2020	1001 W 7TH ST	BLOOMINGTON	IN	47404-3649
8	03/25/2004	1001 W 7TH ST	BLOOMINGTON	IN	47404-3649
6	08/10/1999	306 S JACKSON ST	BLOOMINGTON	IN	47403
5	08/10/1999	306 S JACKSON ST	BLOOMINGTON	IN	47403
4	08/29/1994	7025 LUCAS RD	BLOOMINGTON	IN	47401

Legal Addresses



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 3	ISSUE DATE 01/19/23	PUR DATE 09/03/21	COUNTY 53 - MONROE	TP R	PL YR 23	PLATE TK372ODX	PL TP GT	WEIGHT 11	PR YR 22	LS N	TYPE GT	PRIOR YR PL TK372ODX
EXPIRATION DATE 01/31/24	MUNICIPALITY BLOOMINGTON			VEHICLE YEAR 20	MAKE FOR	MODEL F59	VEHICLE IDENTIFICATION NUMBER 1F65F5KN0L0A19178			TYPE VA	COLOR BLU/		
CURRENT YEAR TAX	EX TAX 184.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 184.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 254.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



Legal Address
917 S ROGERS ST
BLOOMINGTON IN 47403-4718

COMMUNITY KITCHEN OF MONROE CO



P.O. BOX 3286
BLOOMINGTON IN 47402-3286

0305



000.00.000

PEEL HERE



INDIANA INSURANCE CARD

PEKIN INSURANCE COMPANY
2505 COURT STREET, PEKIN, ILLINOIS 61558-0001

NAIC #: 24228

Commercial Policy
Personal Policy

INSURED	COMMUNITY KITCHEN OF MONROE CO	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
005759847	05/14/2023	05/14/2024
UNIT	YEAR/MAKE/MODEL/VEHICLE IDENTIFICATION	
020	FLEET 2020 FORD F59 1F65F5KN0L0A19178	
AGENT	WILLIAMSON INSURANCE 812-336-6838	

4217IN (10-18)

KEEP THIS CARD IN YOUR VEHICLE
WWW.PEKININSURANCE.COM

Community Kitchen's Certified Food Operators

<u>NAME</u>	<u>CERTIFICATE #</u>	<u>DATE</u>	<u>EXPIRES</u>
Nick Angelos (SSFH)	6689362	10/30/23	10/30/26
Allie Burton (SSFH)	6673638	10/21/23	10/21/26
Tim Clougher	17088893	10/19/18	10/19/23
Jason Cook	21985783	4/01/22	4/01/27
Heather Craig	20483288	4/18/21	4/18/26
Heather Dugan	21985782	4/01/22	4/01/27
Eric Evans (SSFH)	6692109	10/31/23	10/31/26
Ashley Mann	17911776	6/21/19	6/21/24
Denise Wilson (SSFH)	6691737	10/31/23	10/31/26



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor John Hamilton Fire Chief Jason Moore

Current Date	Inspected by	Next Inspection Date	Inspection Number
11/03/2023	Jeff Yutmeyer	11/03/2024	BFD-2023-0000368

Business Name	Business Address	City	State	Zip
Community Kitchen	1515 S ROGERS ST	BLOOMINGTON	IN	47403
		Suite		
		--		

Fire Inspection Results

No fire code violations found.

Thank You

On 11/03/2023 the Community Kitchen was inspected by Bloomington Fire Department and no deficiencies were found.

Item	Result	Remarks
Hood Required ?	No	

Code

IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

Item	Result	Remarks
Any additional comments?	Yes	This truck is just used for serving food. No cooking in the truck. No fire code violations noted during inspection.

Inspection Signatures

Occupancy Contact Signature

Unable to sign:

Not present

Vicki Pierce
812-825-1416
Director@monroecomunitykitchen.com

Inspector Signature



Jeff Yutmeyer
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 23-77
Mobile Vendor in Public Right of Way
Community Kitchen of Monroe County**

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

WHEREAS, Community Kitchen of Monroe County (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 11/22/2023, and ending on 11/22/2024.

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

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

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still

RESOLUTION 23-77

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

ADOPTED THIS THE 21st DAY OF NOVEMBER, 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 23-77 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Tim Clougher

Date: _____



Board of Public Works Staff Report

Project/Event:	Atlantic Engineering Group (AEG)
Staff Representative:	Alex Gray
Petitioner/Representative:	Bret Simons
Date:	November 21 st , 2023

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 27th through the 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 area includes...

- N Grant St This will include aerial and underground fiber placement and will consist of the areas between E 8th St through E 10th St between N Walnut St and N Grant St.
- E 19th St This will include aerial and underground fiber placement and will consist of the areas between E 20th St through E 17th St and between N Walnut St and N Lincoln St.



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,

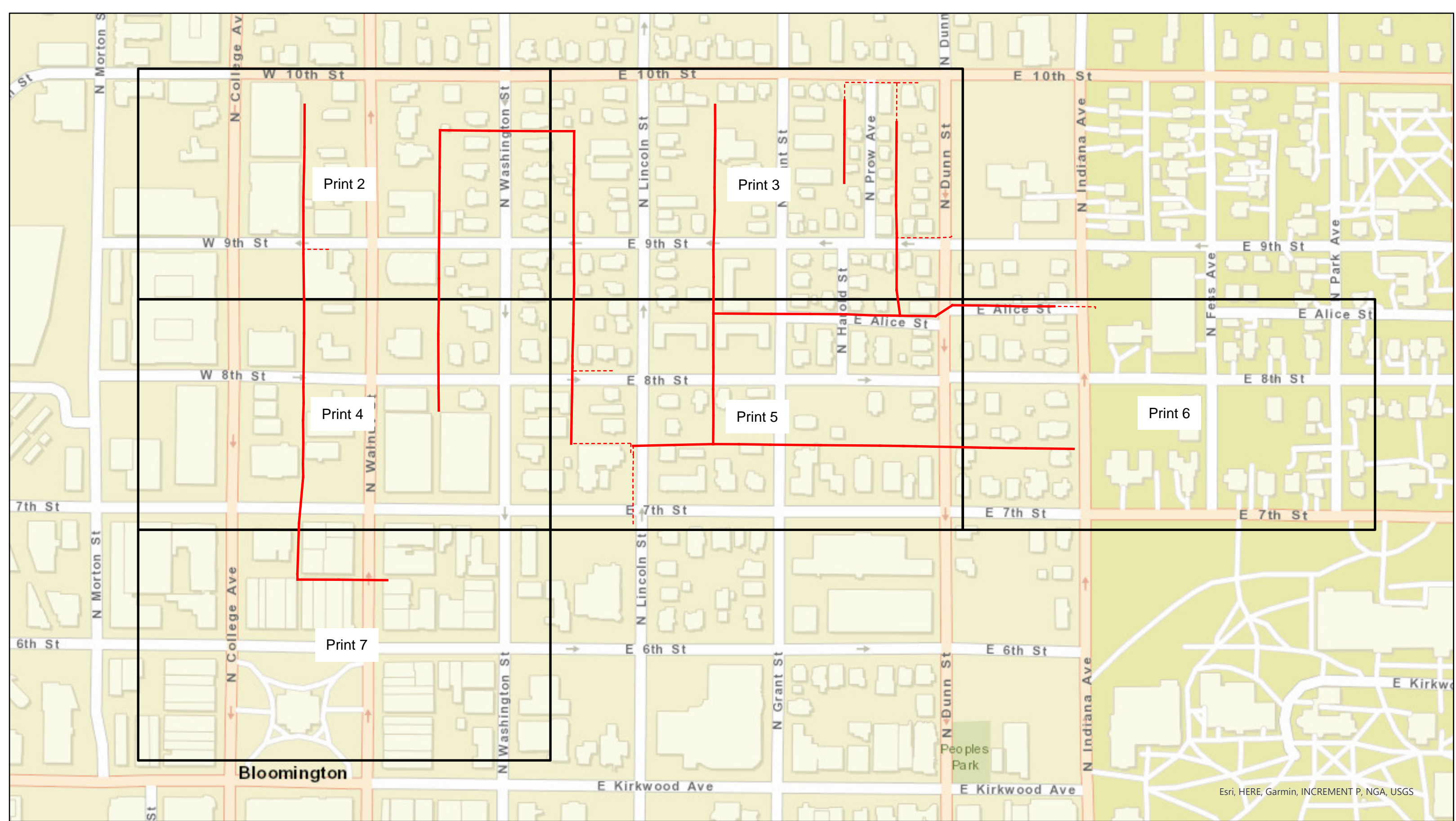
Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these upcoming projects, AEG is respectfully requesting access to the ROW as planned out in the submitted permits.

Weekday hours will be from 8-4pm. Hours Saturday will be from 8-3pm. This will only be restoration, splicing and/or cable pulling. School zone hours will be from 8:30-2:30pm.

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 city's 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
Engineering Project Coordinator
Atlantic Engineering Group

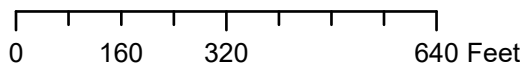


Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend BLN01b-F17_Grant St

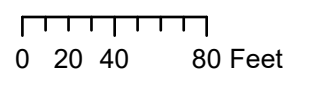
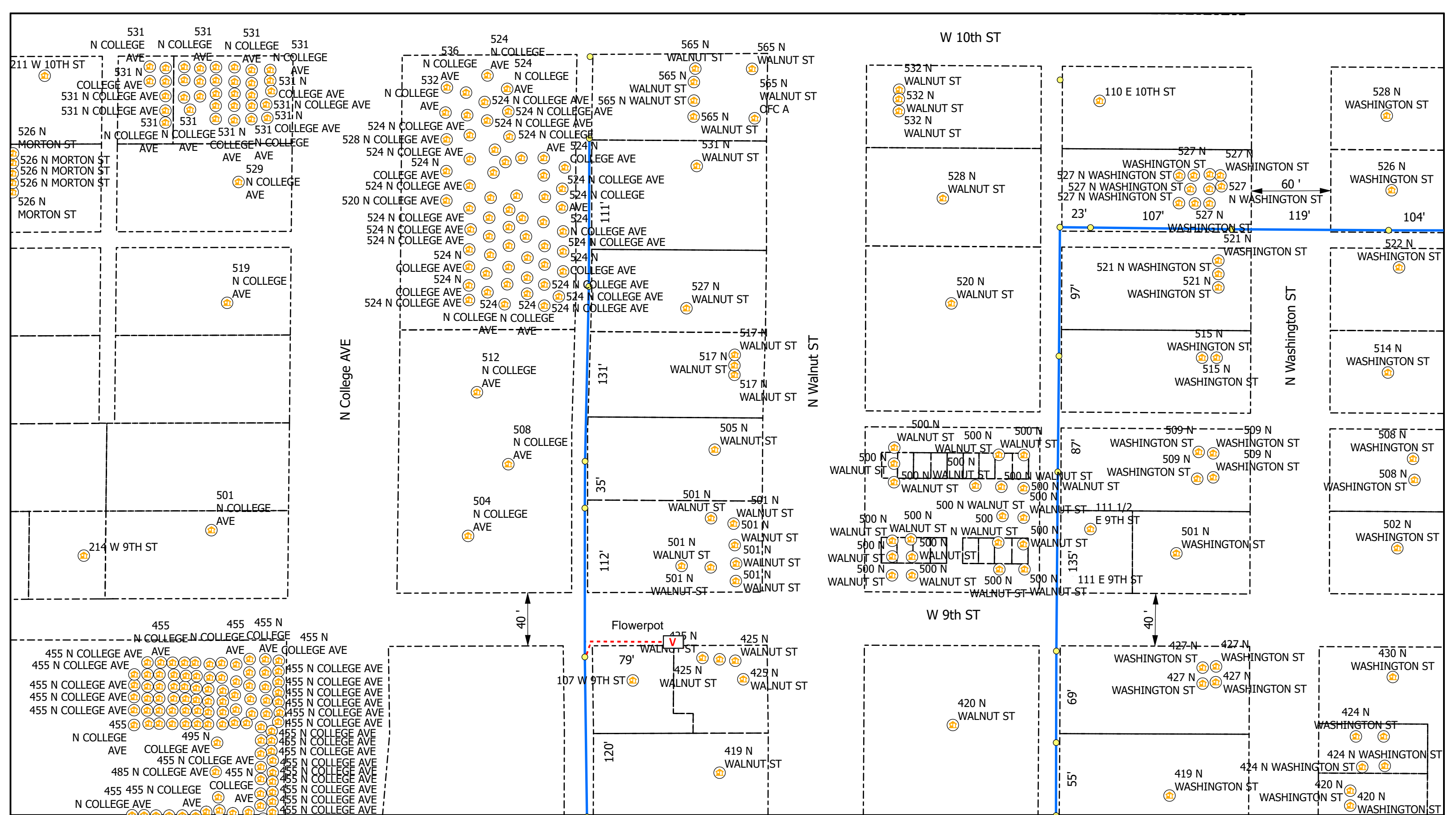
- Proposed Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Ⓡ Risers
- Ⓜ Vaults
- Overhead Strand
- Conduit
- 🏠 Address
- Y Anchor
- Bloomington_Parcels
- Grids
- ↖ Sidewalk

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

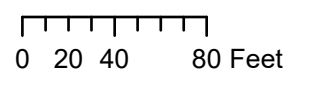
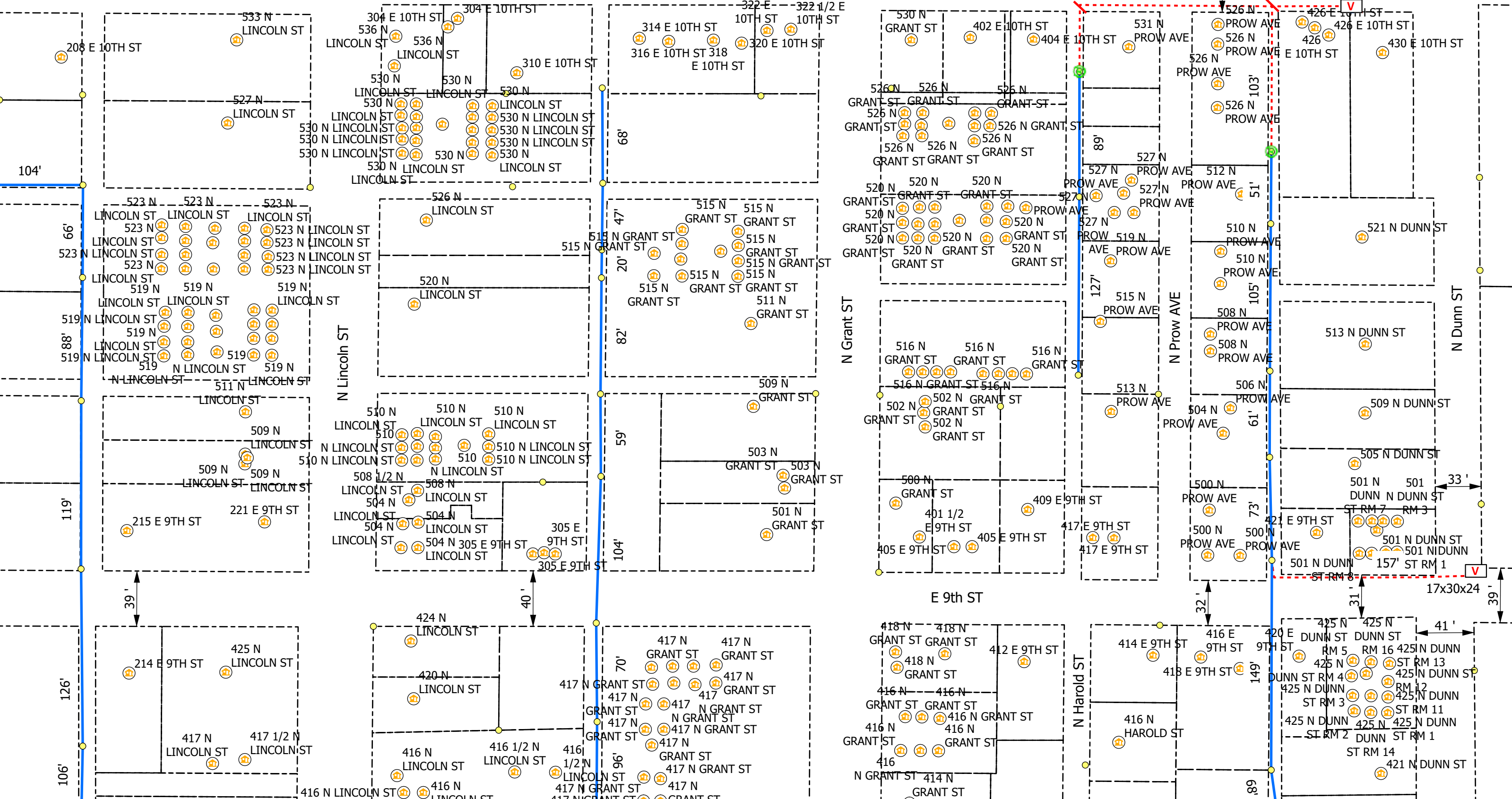


E 10th ST

184'

57'

Flowerpot



Legend

- Poles
- Risers
- V Vaults
- Overhead Strand
- - - Conduit
- ⊙ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

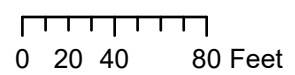
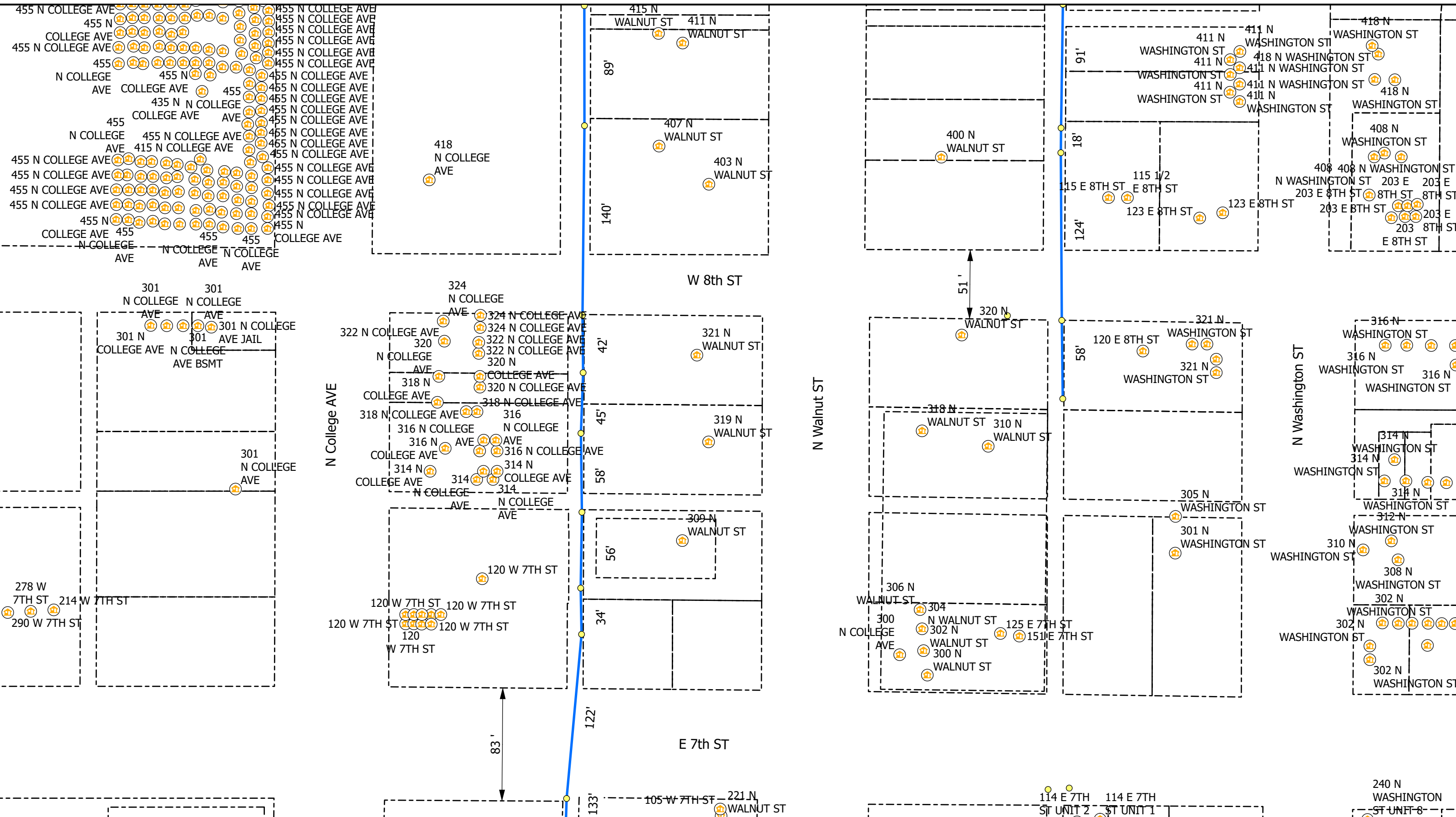
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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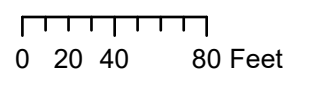
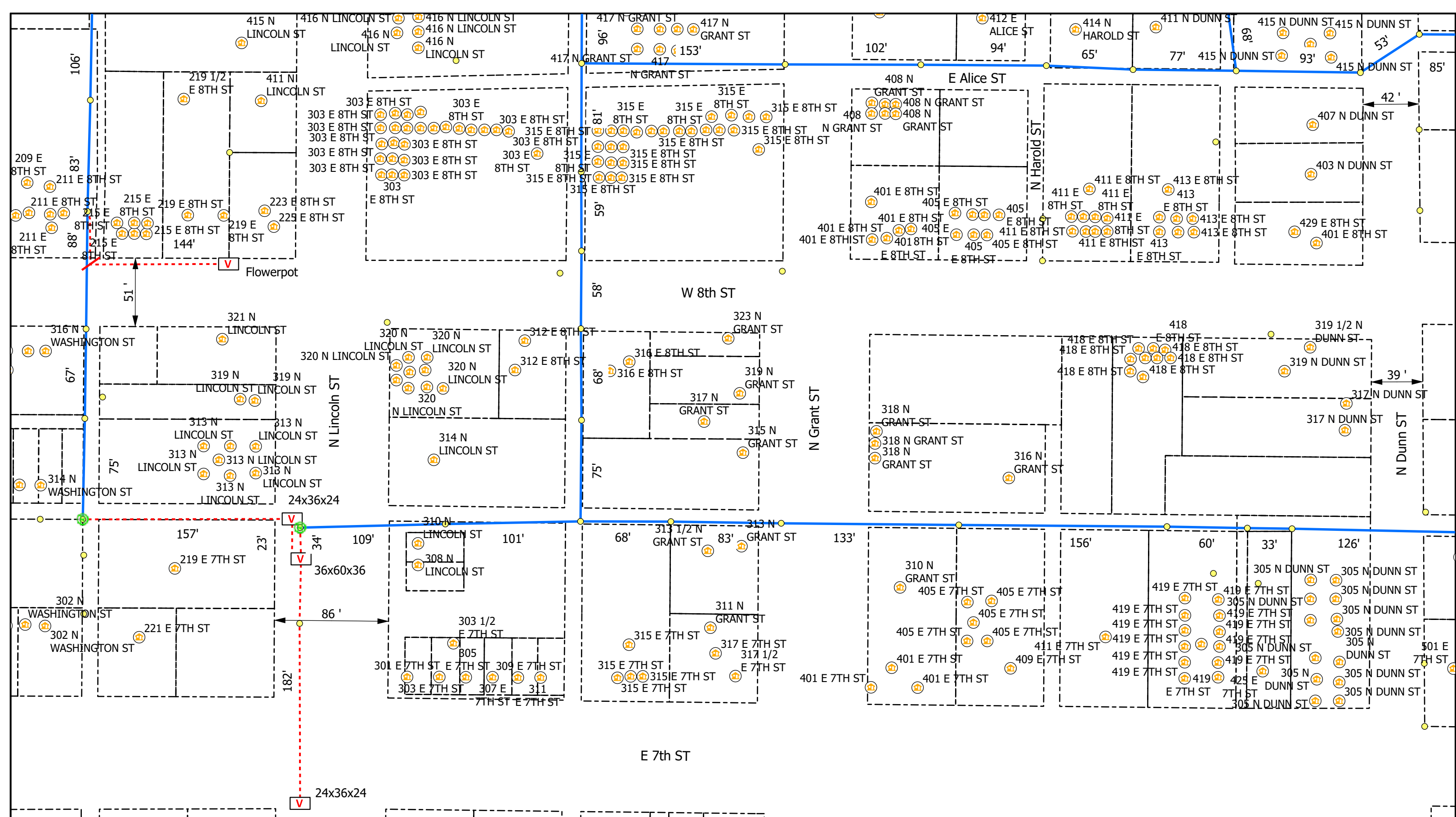
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
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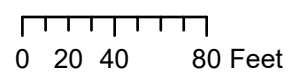
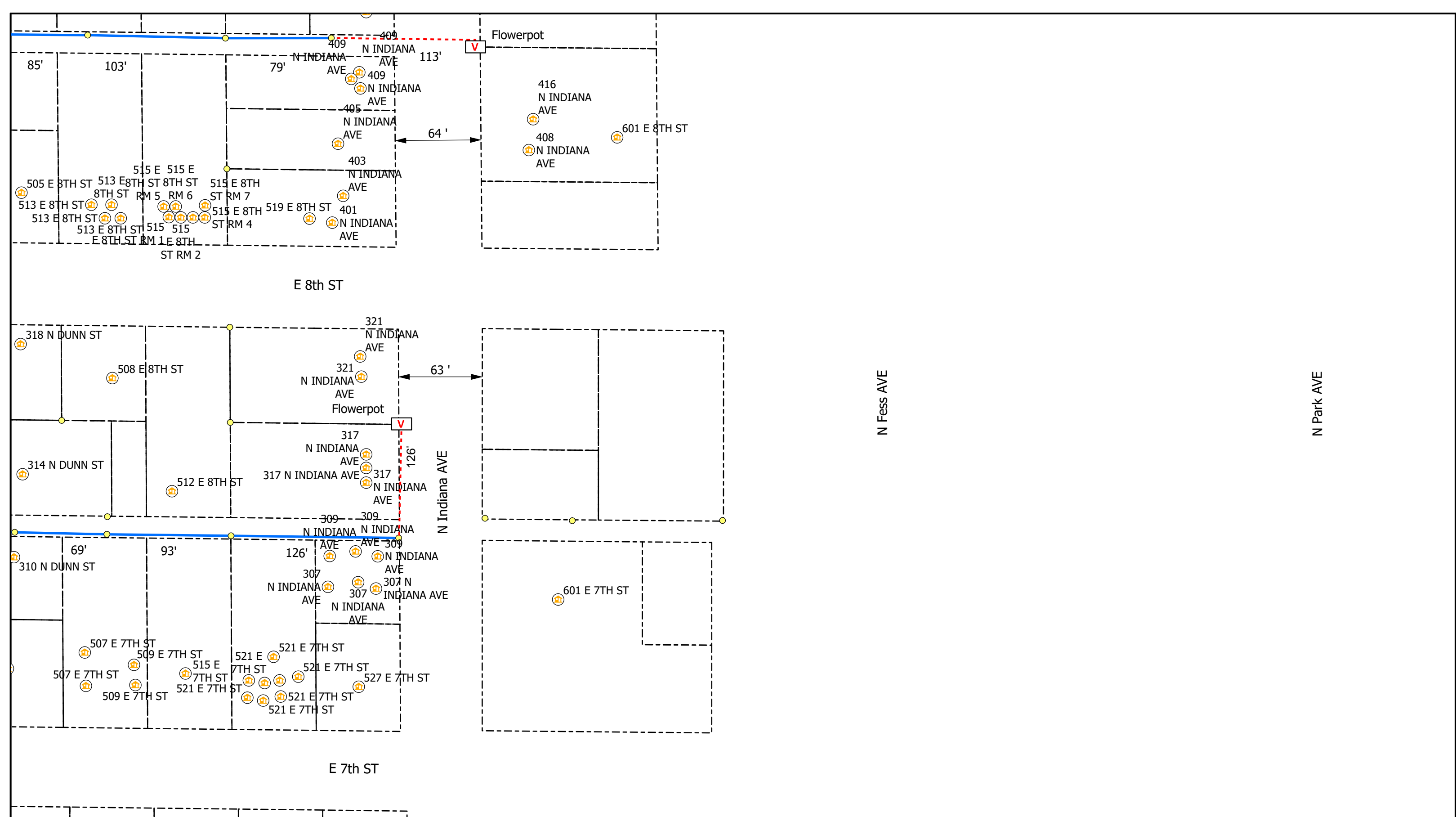
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
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- A Address
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- Grids

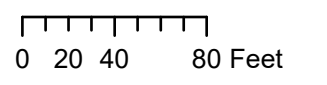
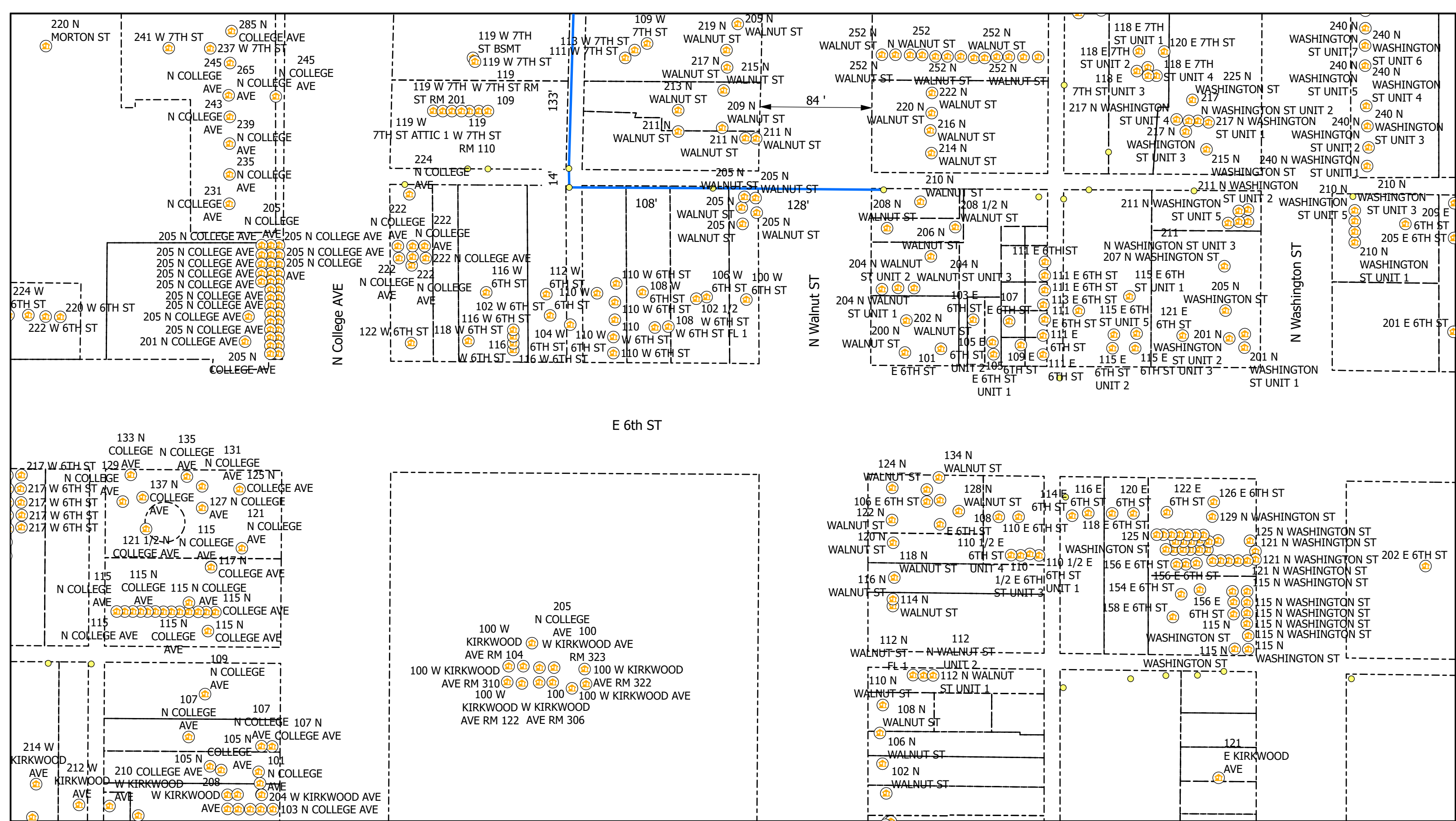
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- R Risers
- 🏠 Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- 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.

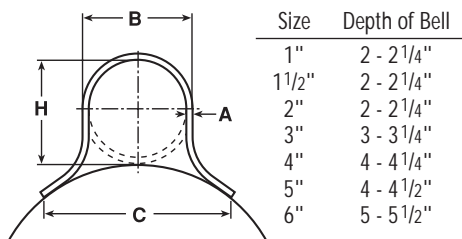


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell

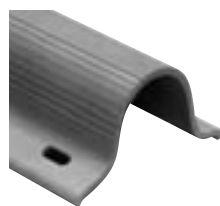


Slots are 1/2" from side to side, and allow for expansion and contraction.

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

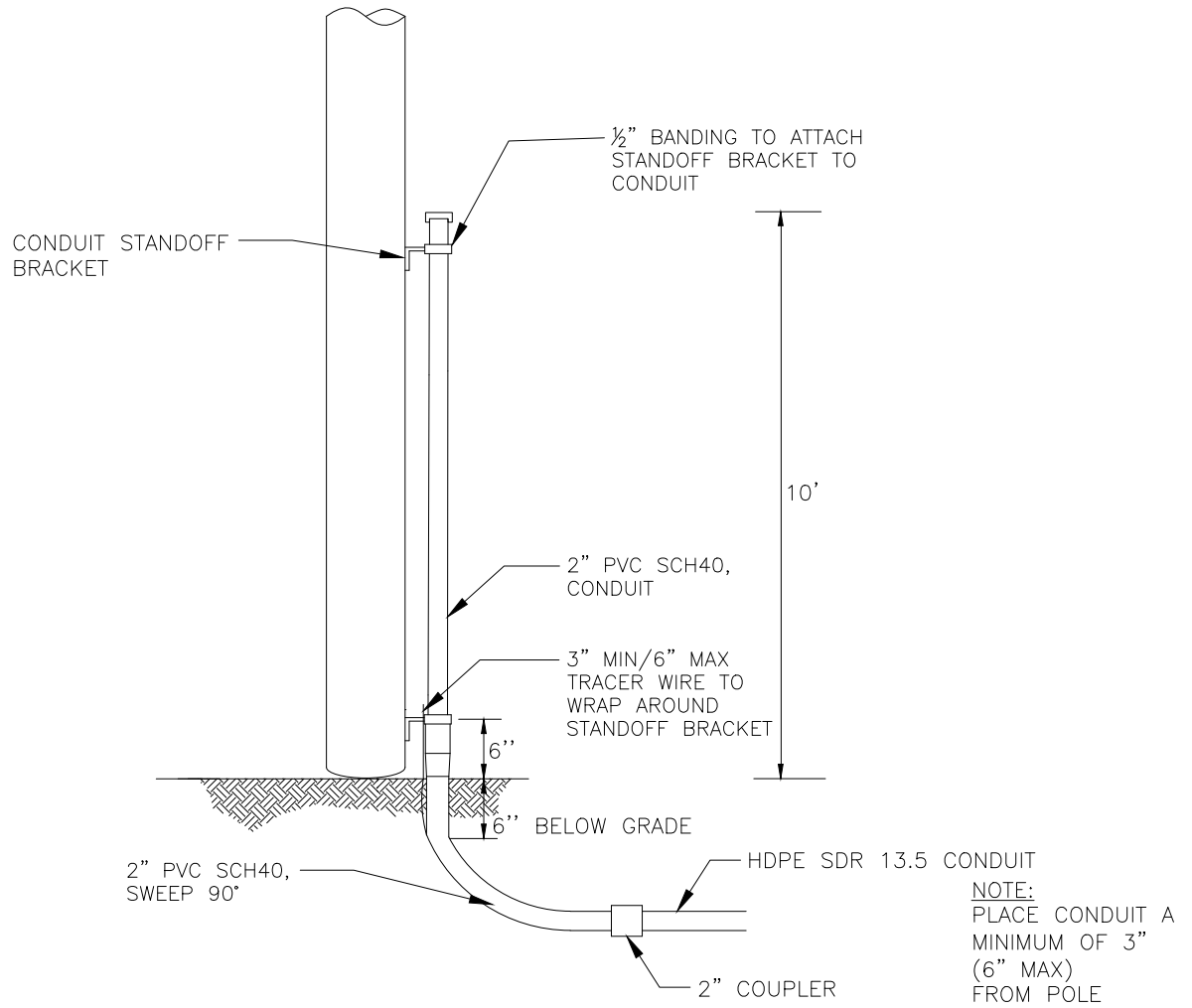
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	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 #

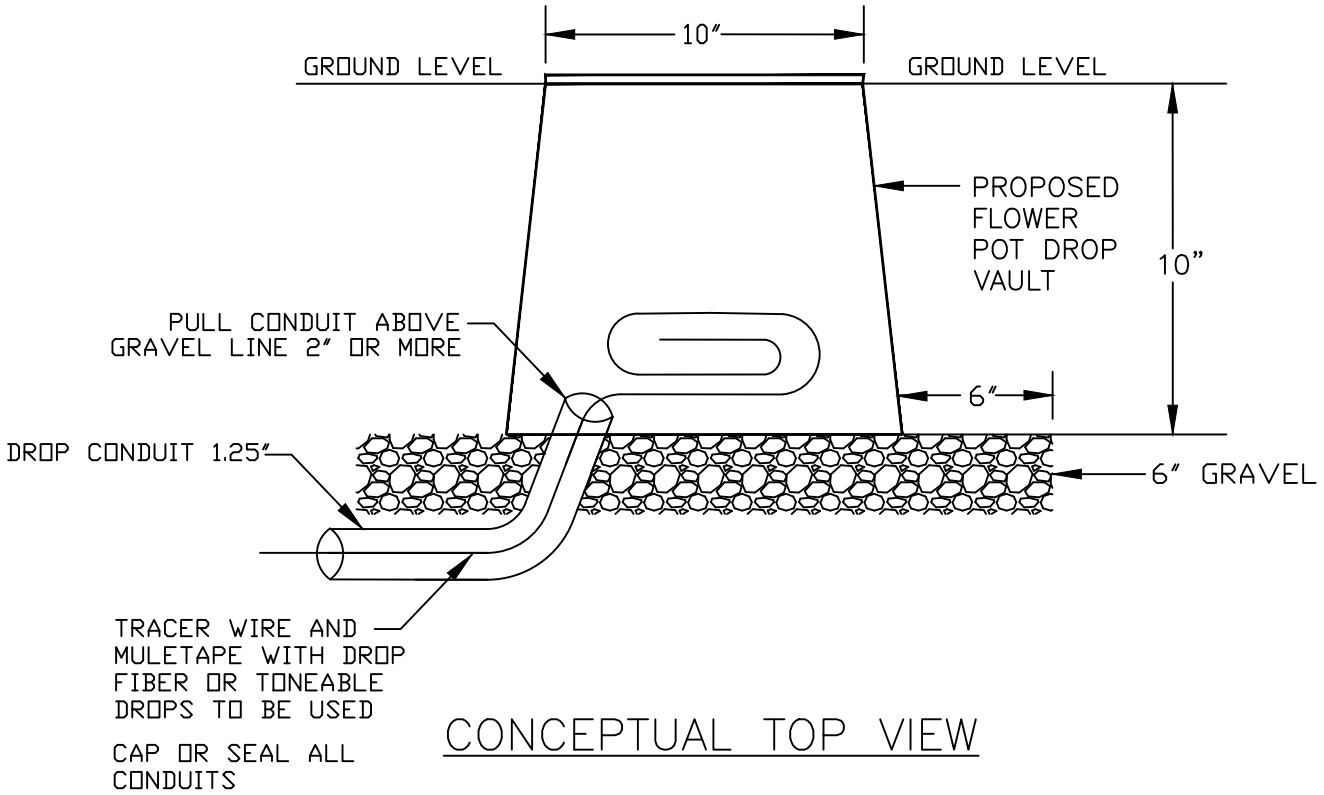
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



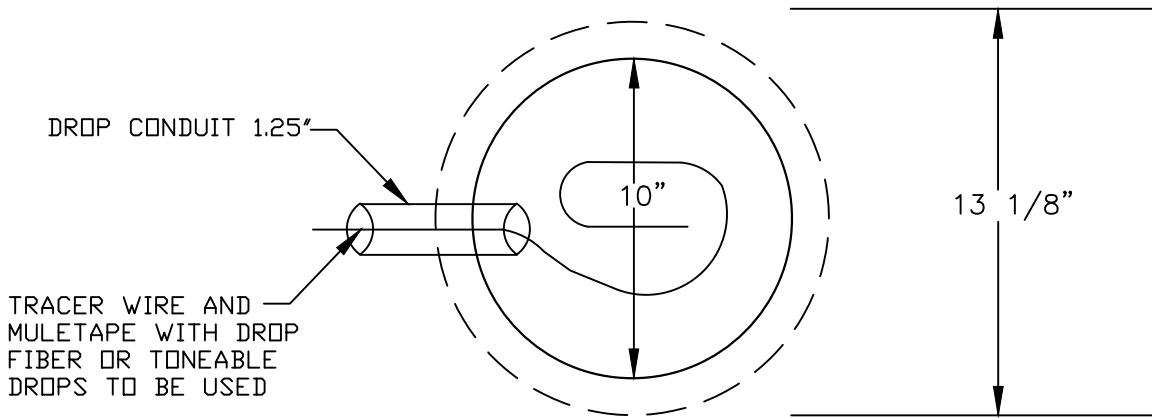
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

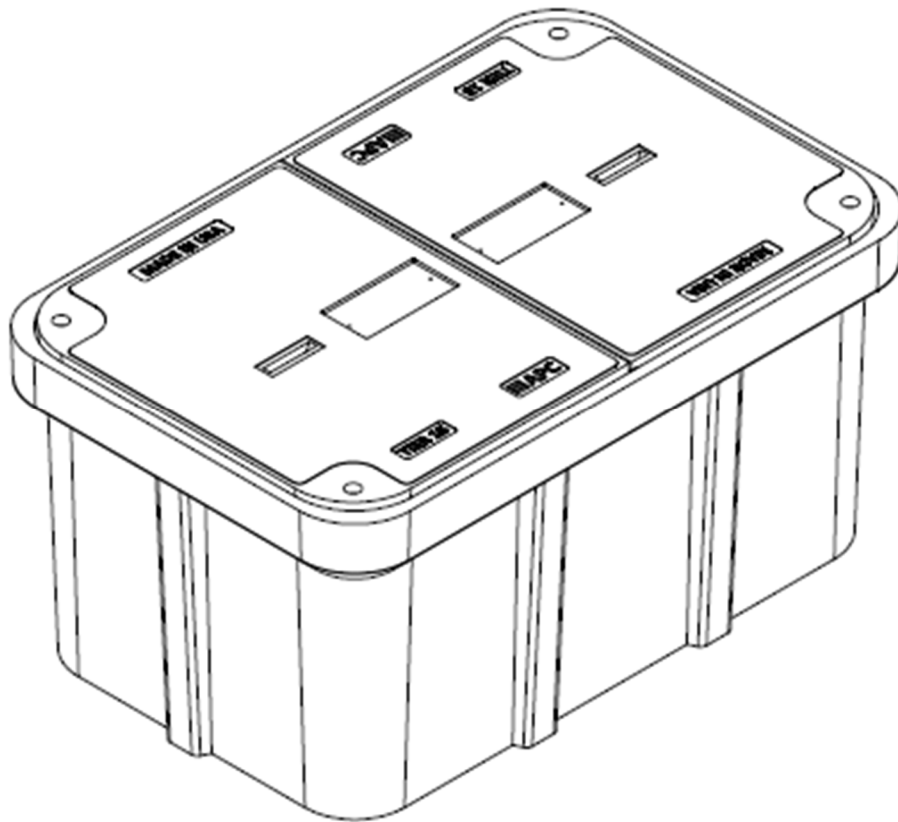


FLOWER POT

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.

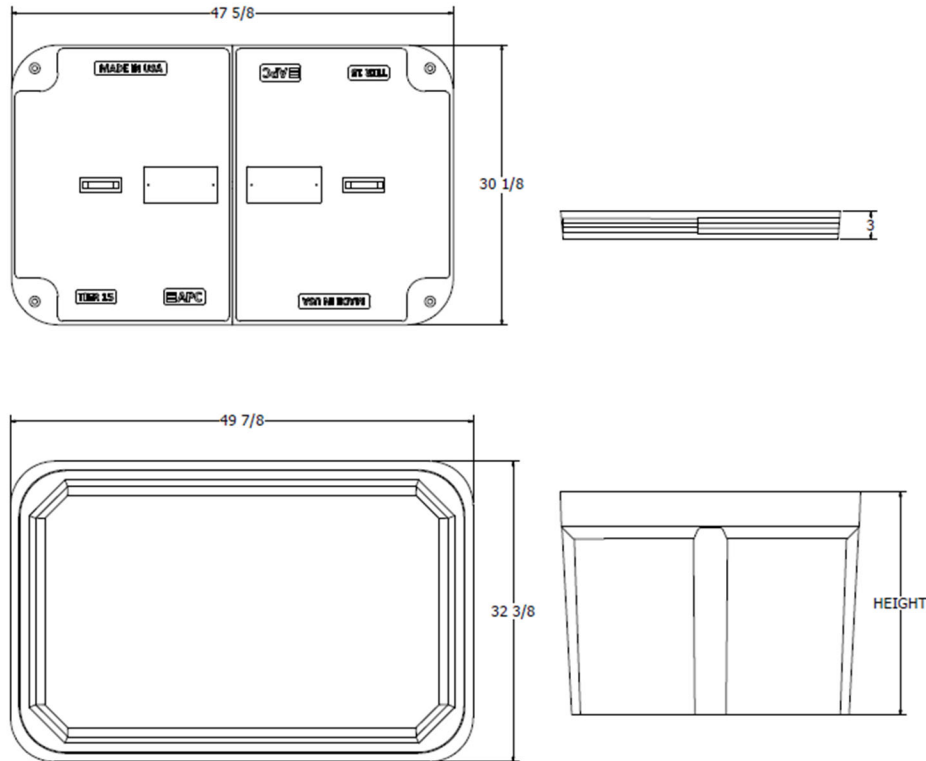


30"x48" PC UNIT, 2PC TIER 15/22

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



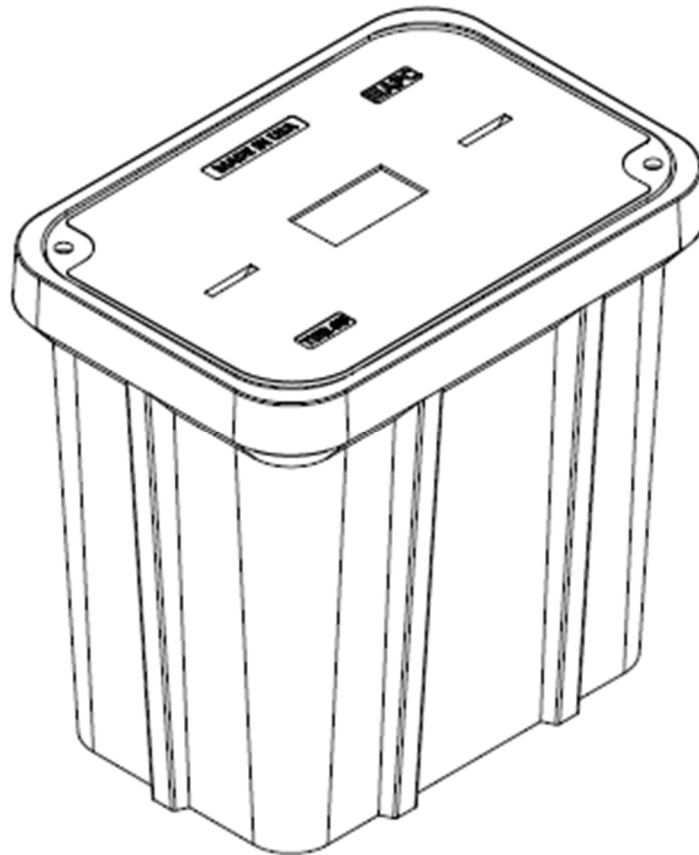
Auger Thread



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.

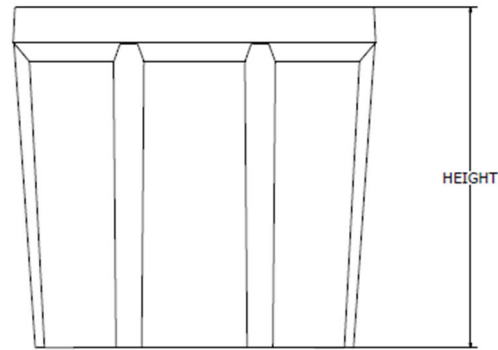
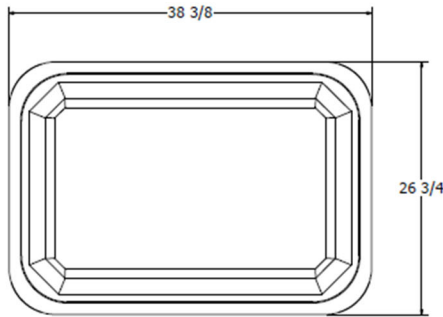
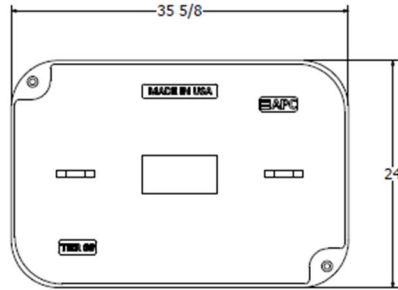


24"x36" PC UNIT, TIER 15/22

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



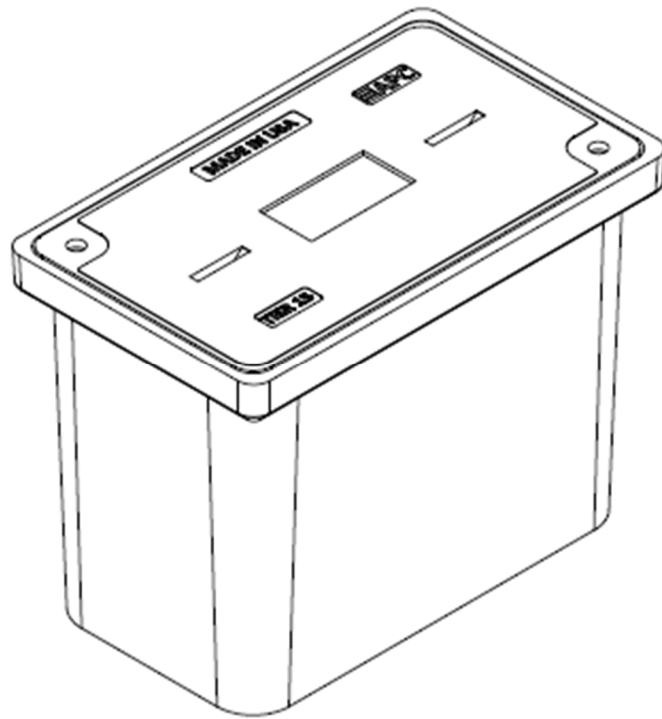
Auger Thread



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.

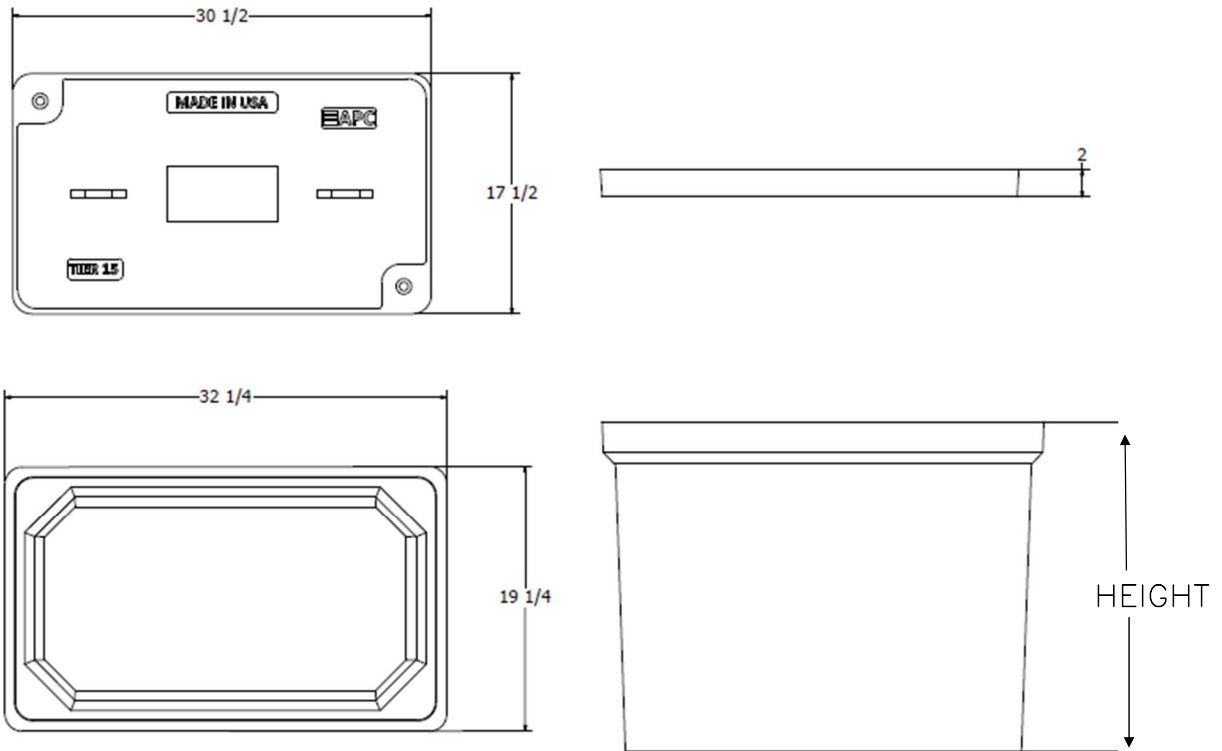


17"x30" PC UNIT, TIER 15/22

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



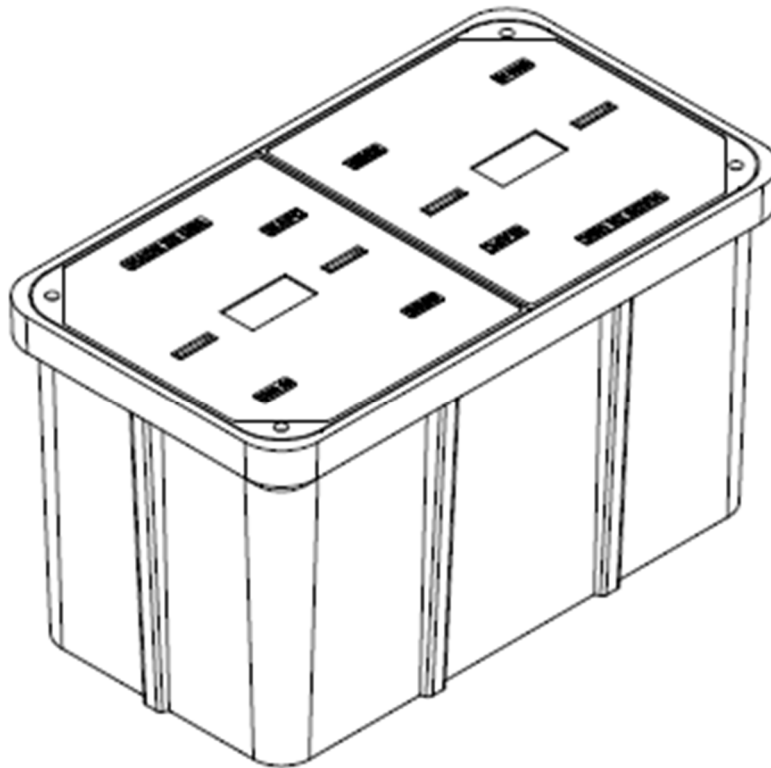
Auger Thread



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.

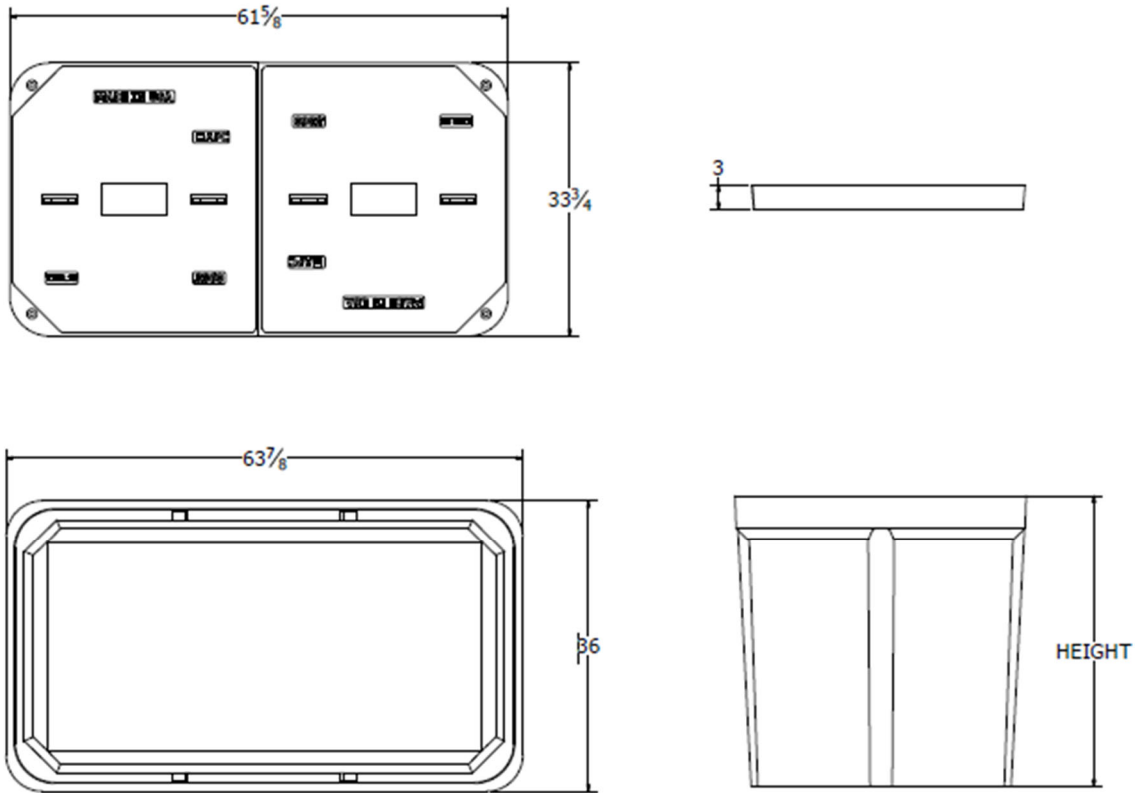


33"x60" PC UNIT, 2PC TIER 15/22

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

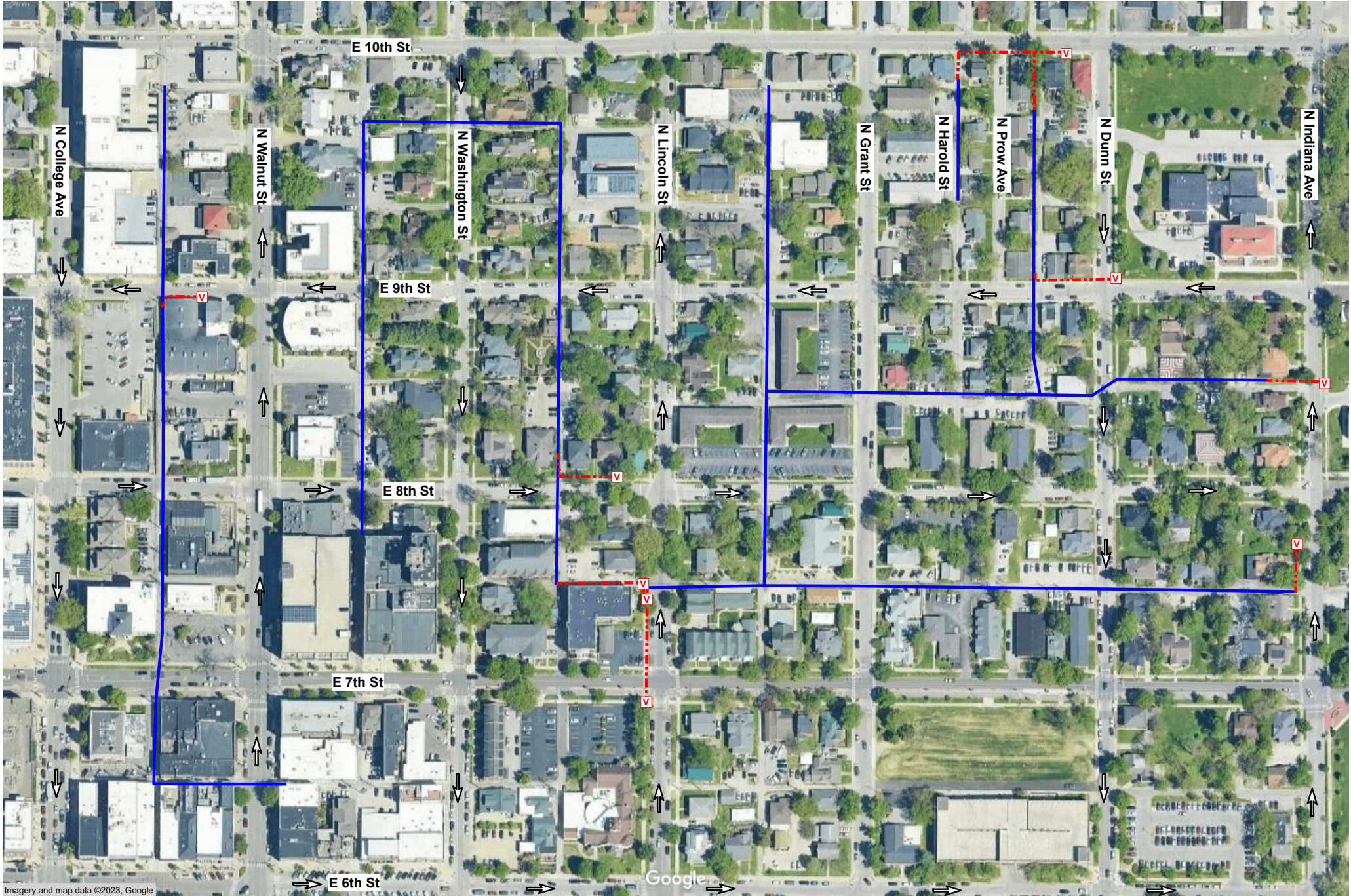


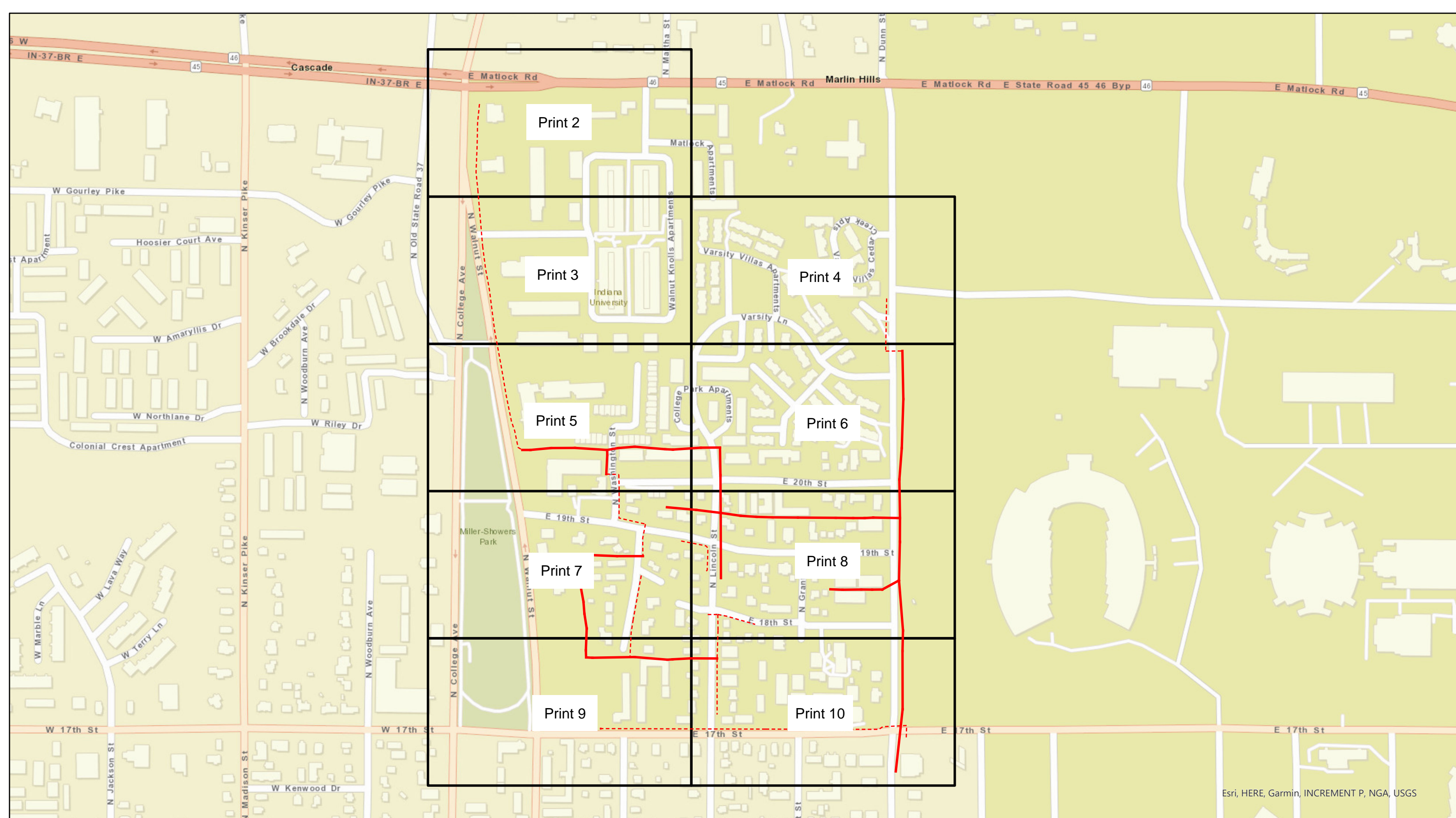
Penta Head



Auger Thread





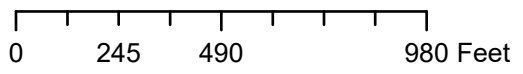


Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend BLN01a-F02_E 19th St

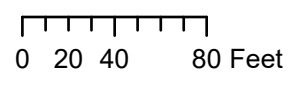
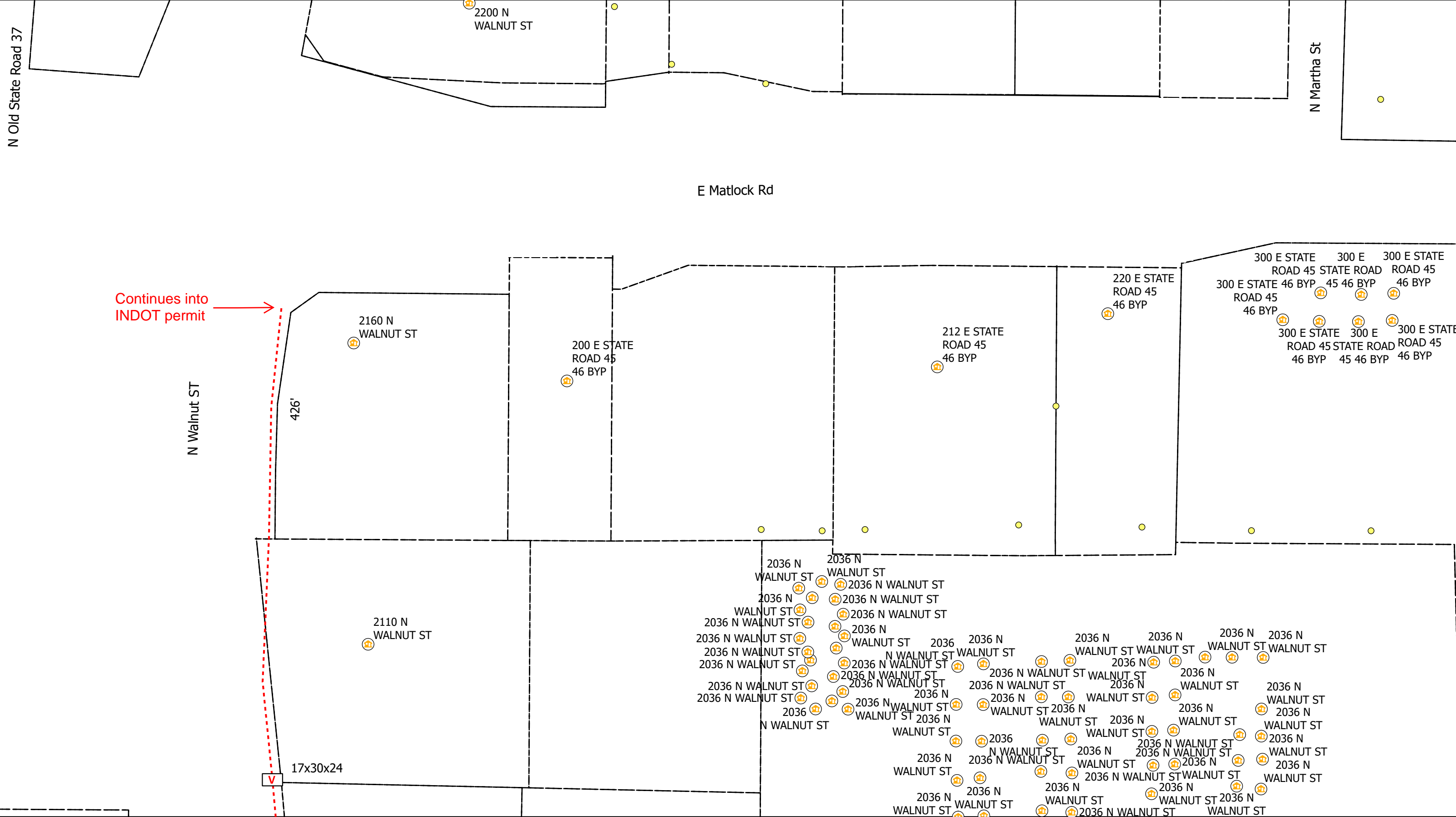
- Proposed Strand
- - - Proposed Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Ⓡ Risers
- Ⓜ Sidewalk
- V Vaults
- Ⓜ Address
- Bloomington_Parcels
- Overhead Strand
- Y Anchor
- Grids
- - - Conduit

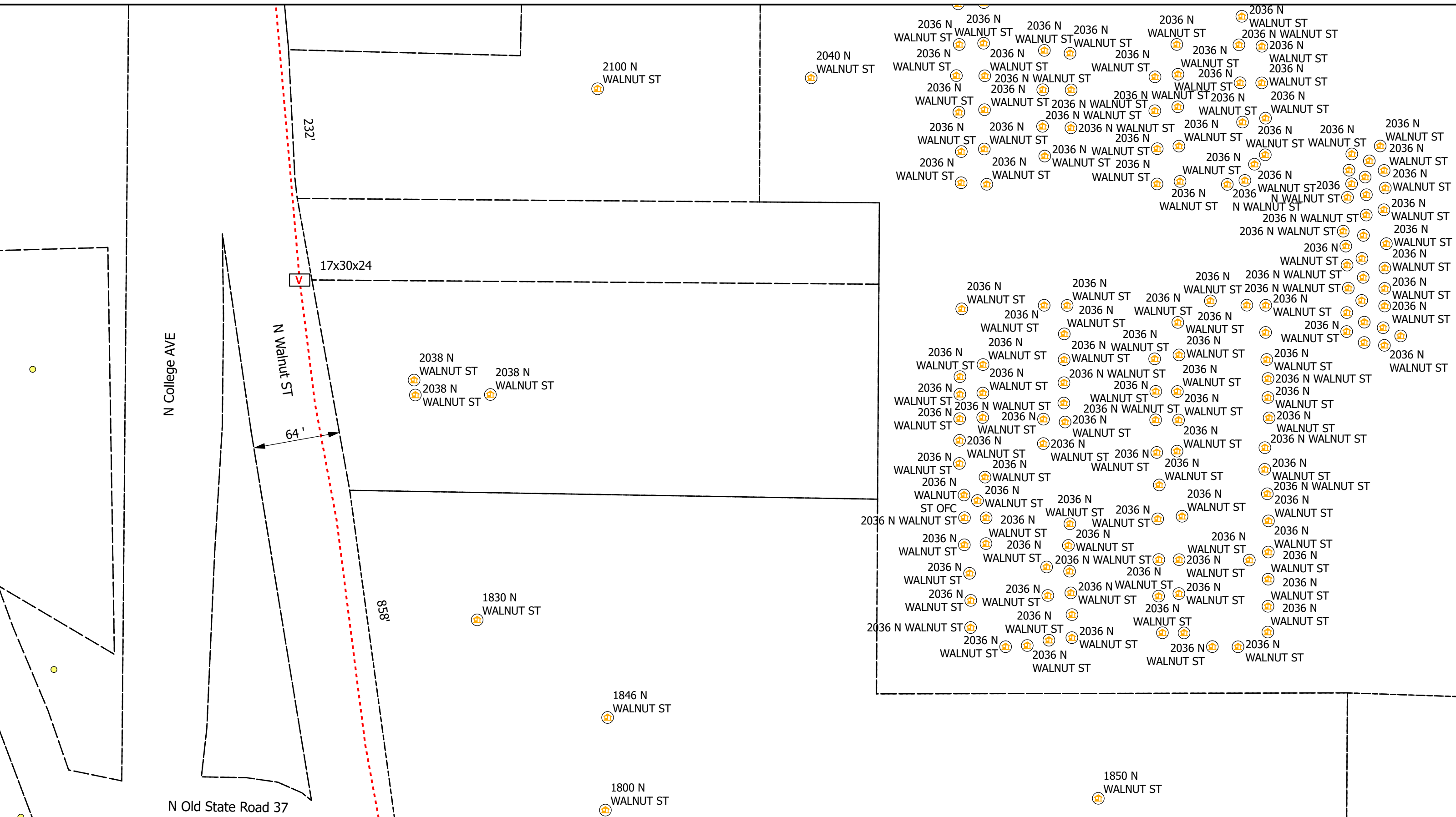
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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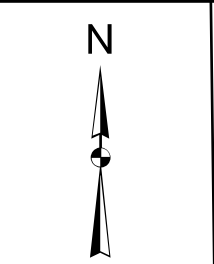


0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Risers
- Address
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- Bloomington_Parcels
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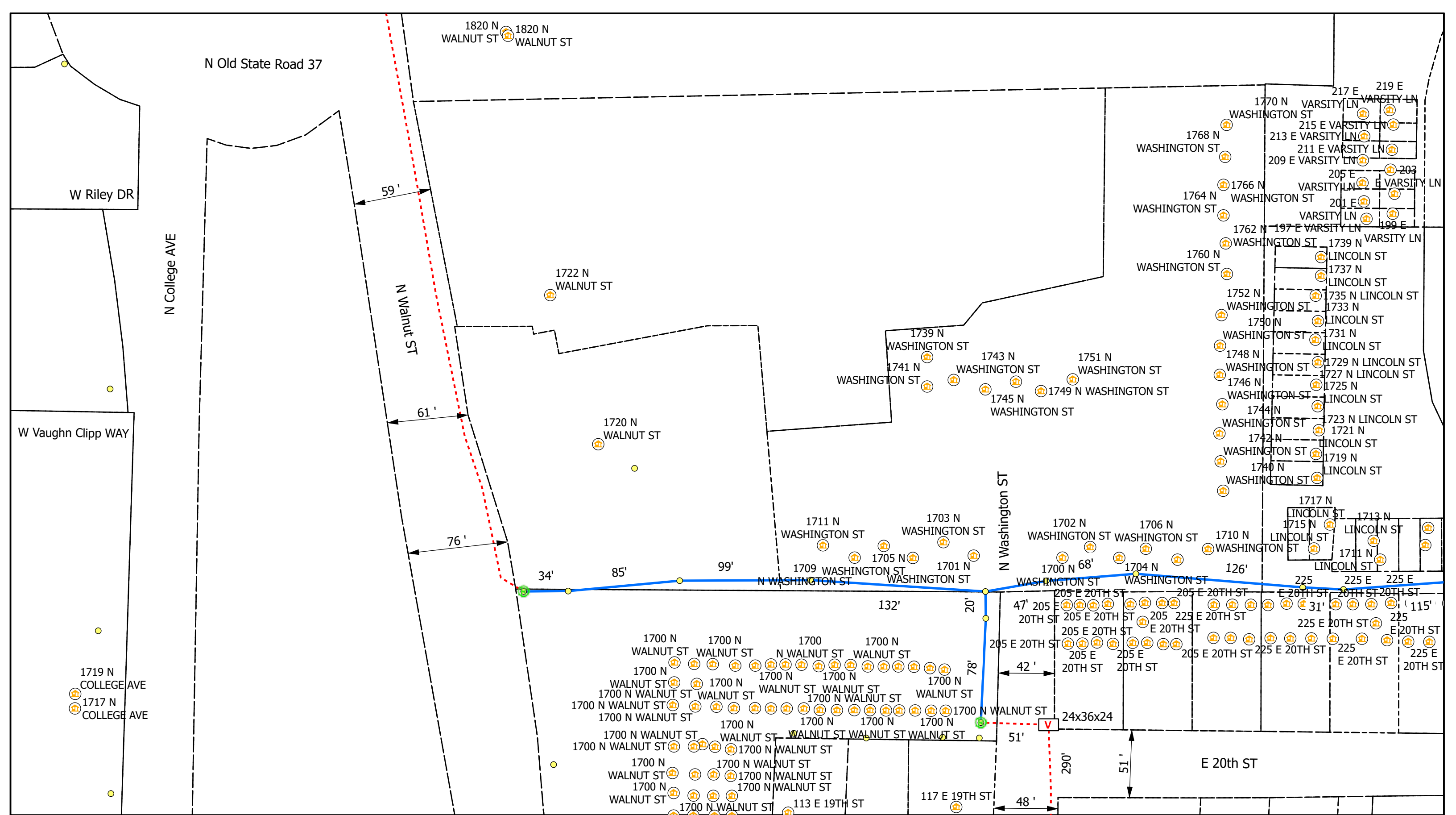
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 3 of 10



0 20 40 80 Feet

Legend

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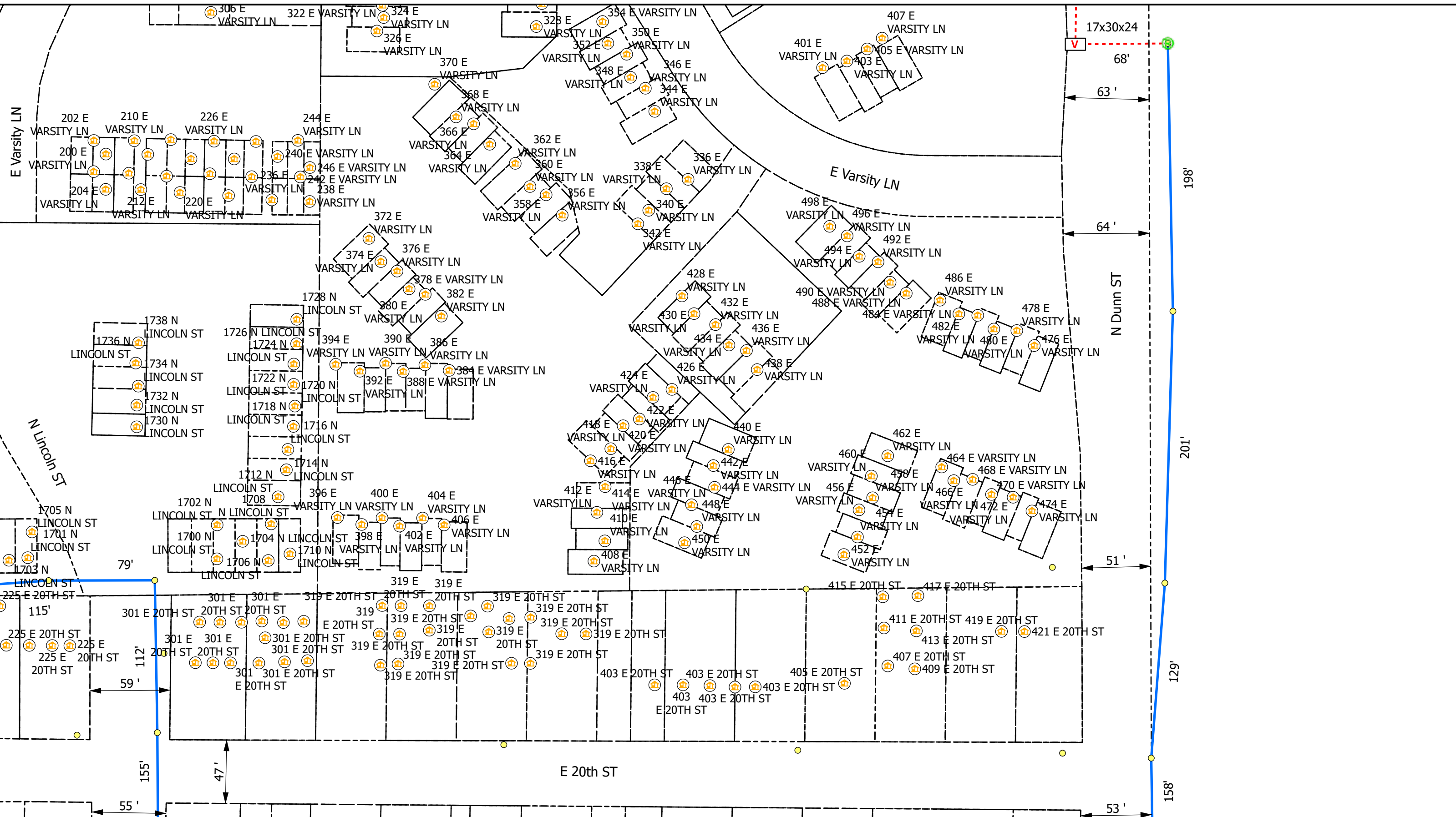
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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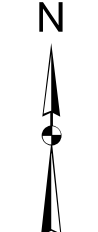




Legend

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- Overhead Strand
- Anchor
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- Conduit

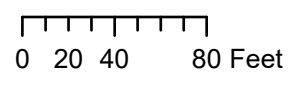
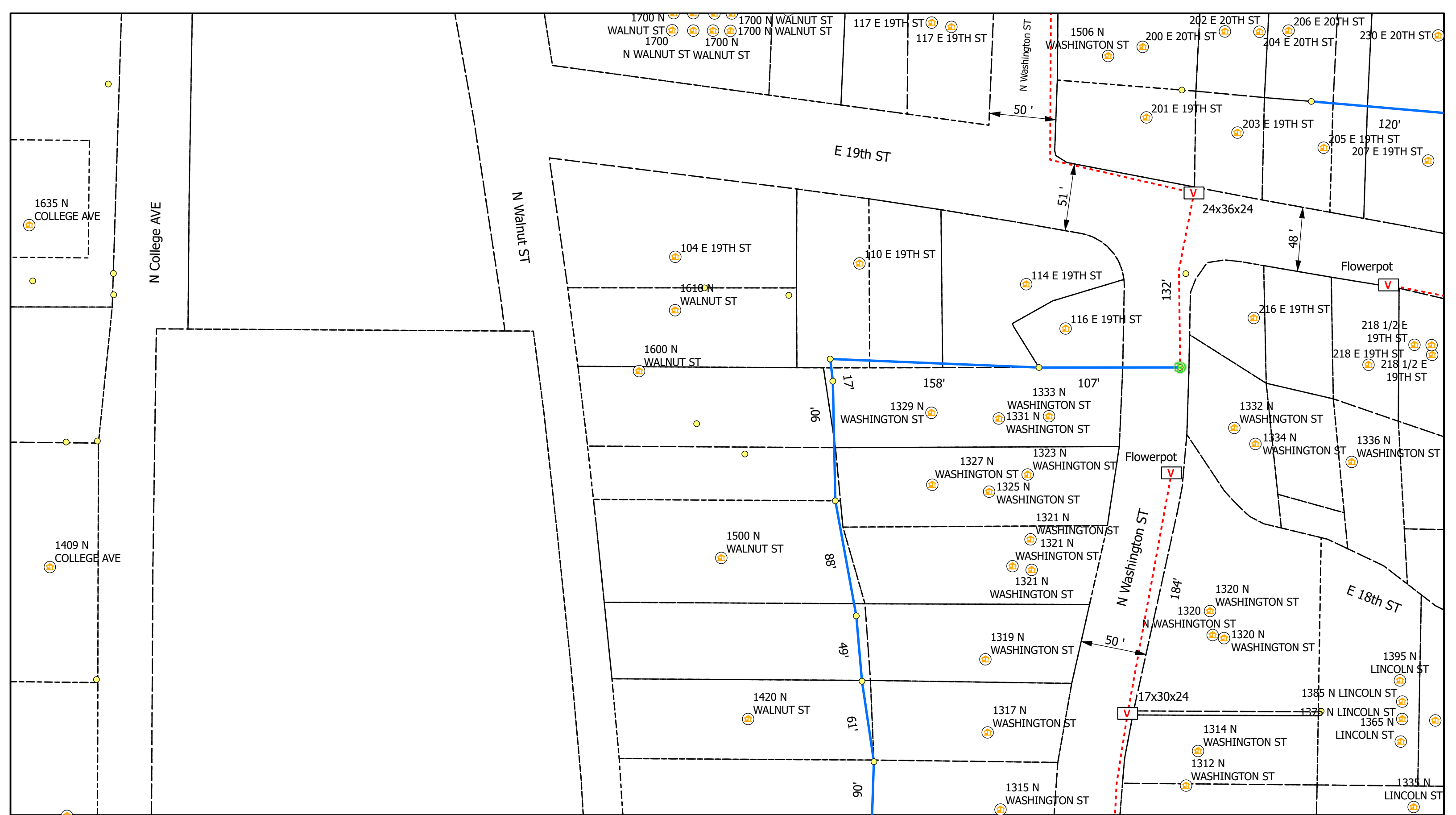
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

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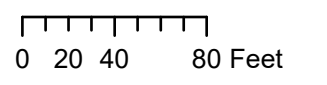
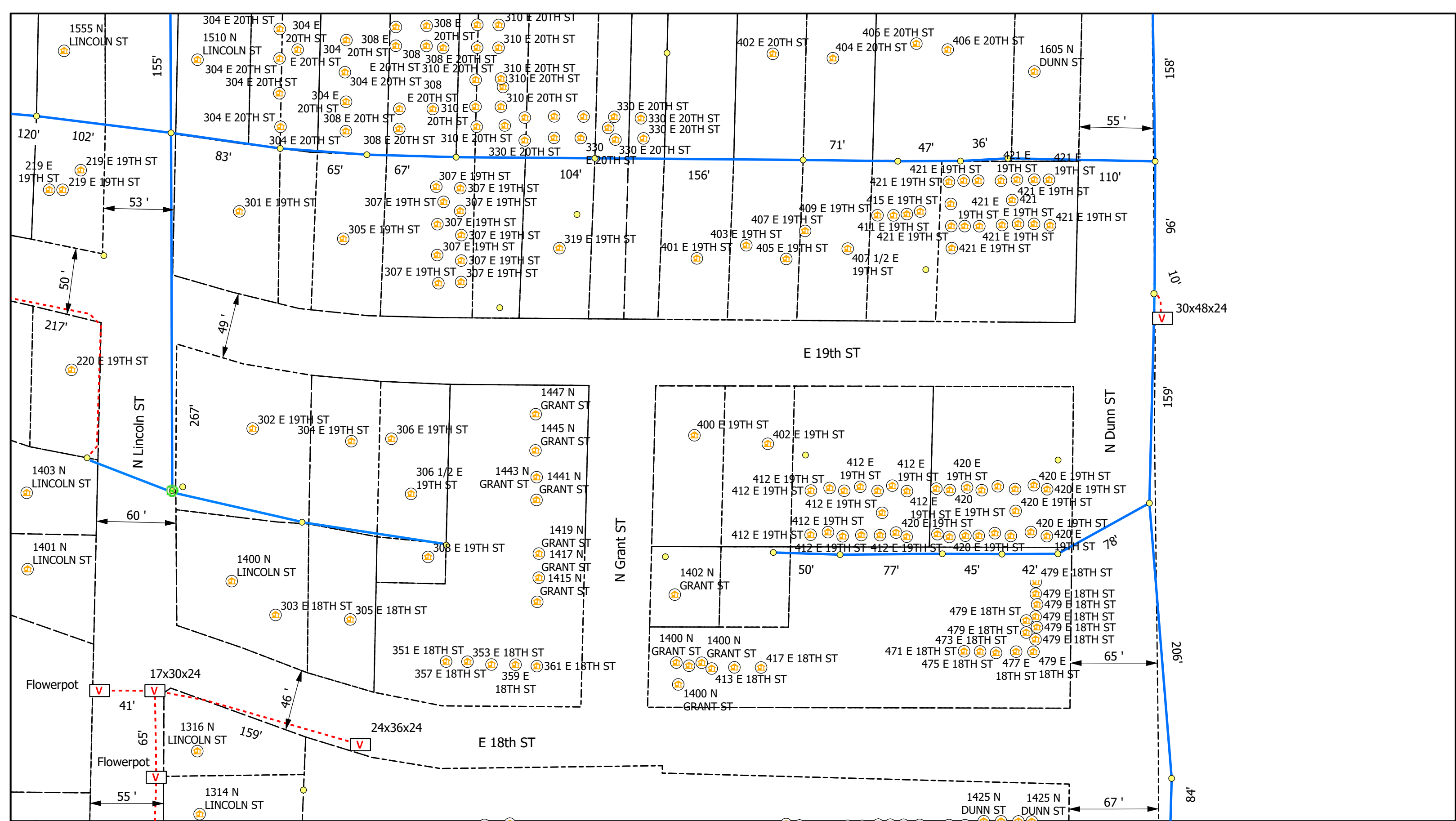
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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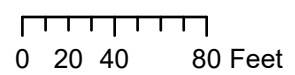
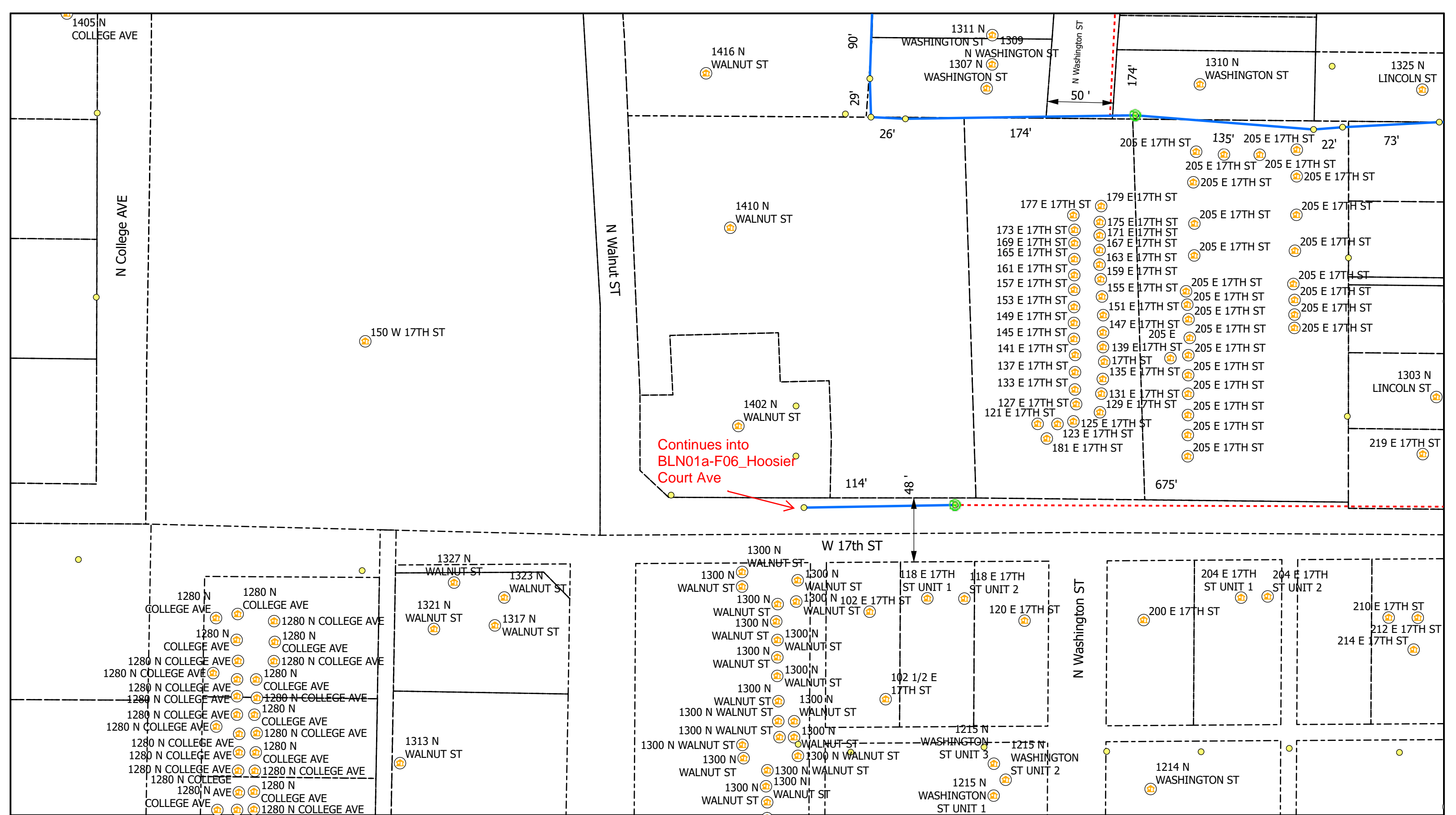
All Flowerpots 12" DIA



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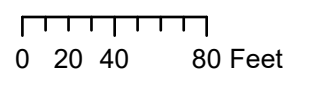
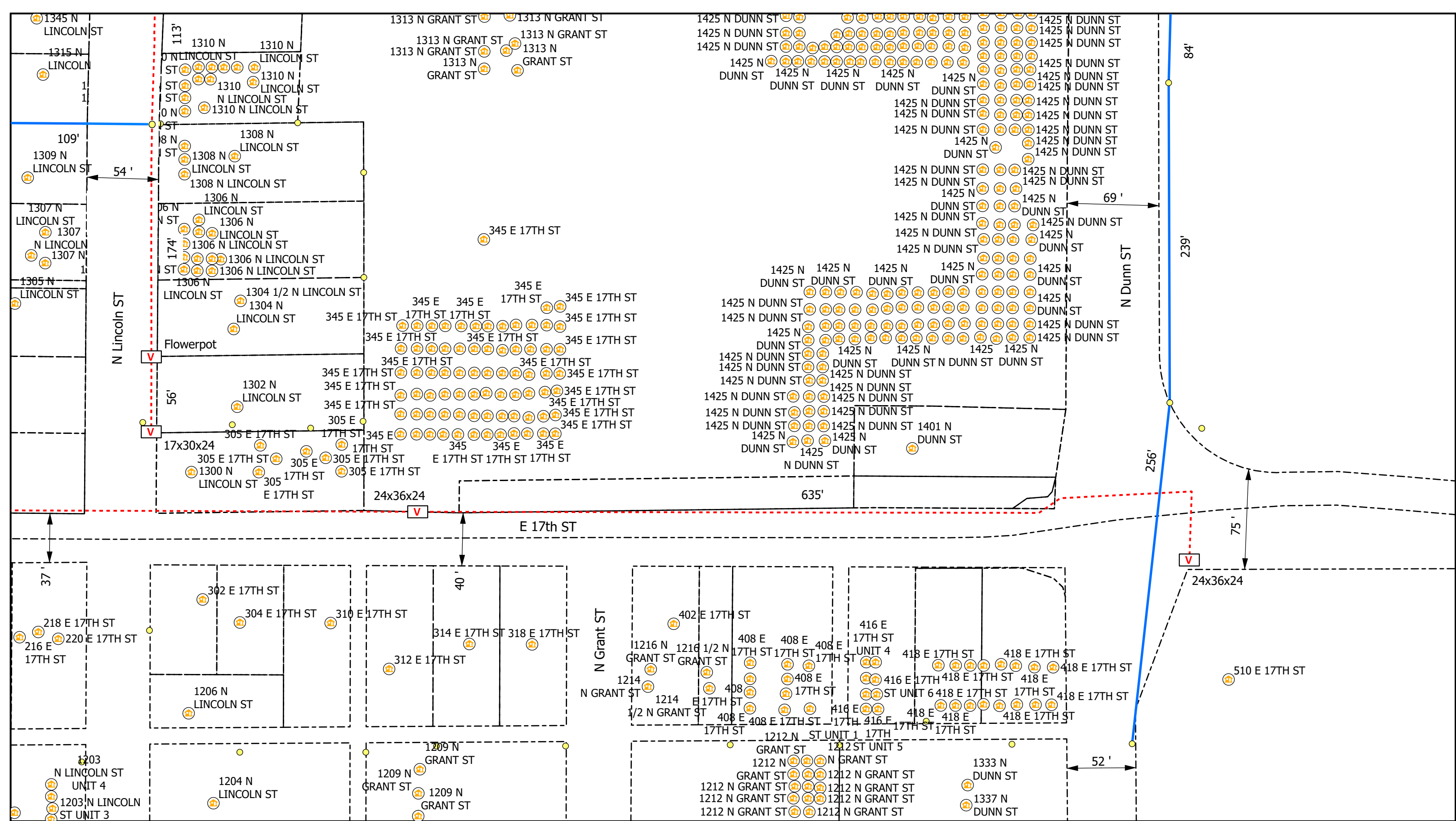
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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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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.

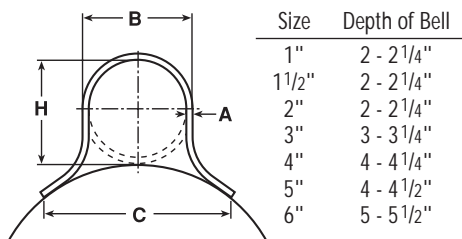


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell

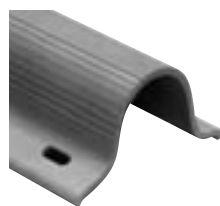


Slots are 1/2" from side to side, and allow for expansion and contraction.

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

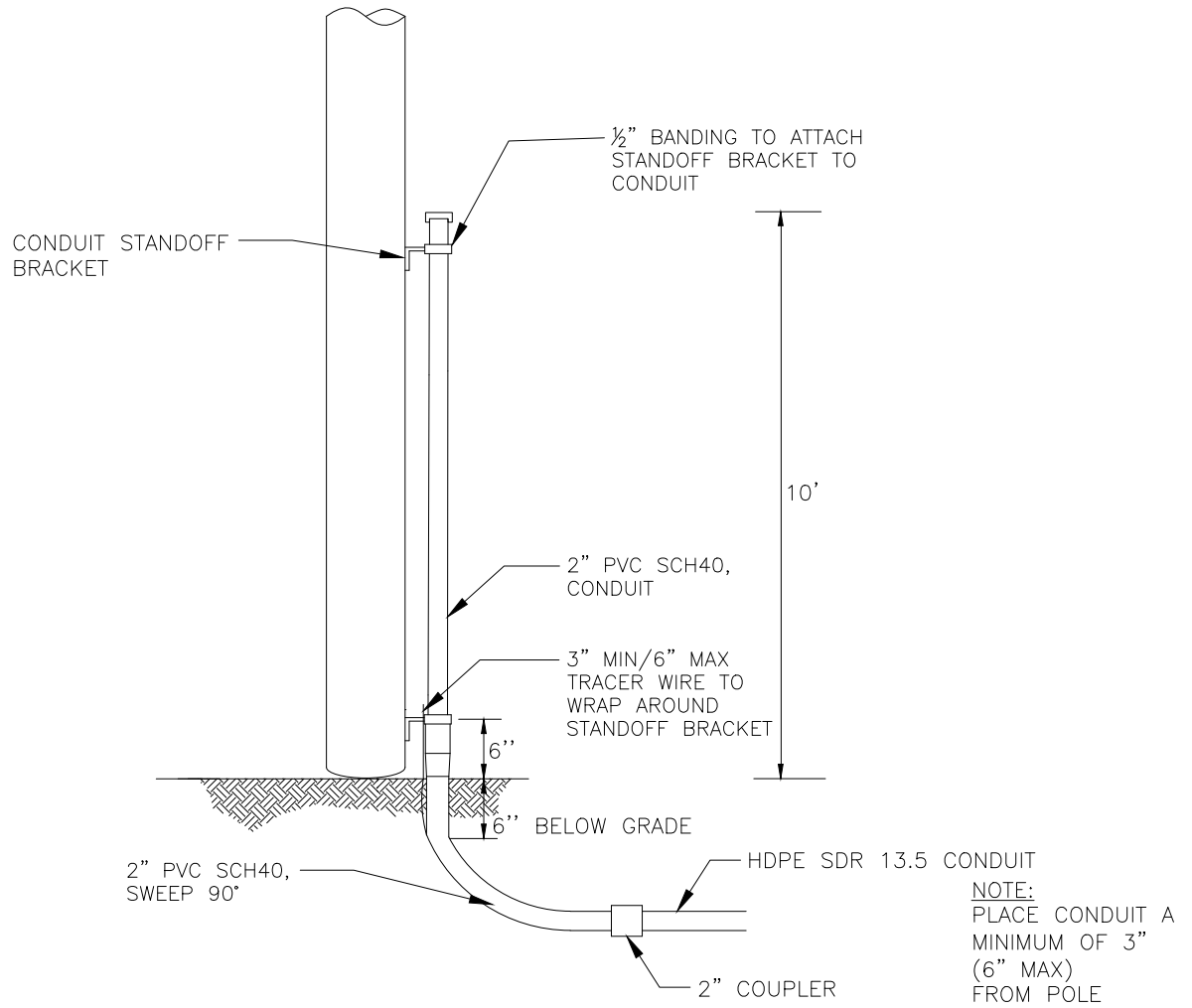
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	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.
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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.



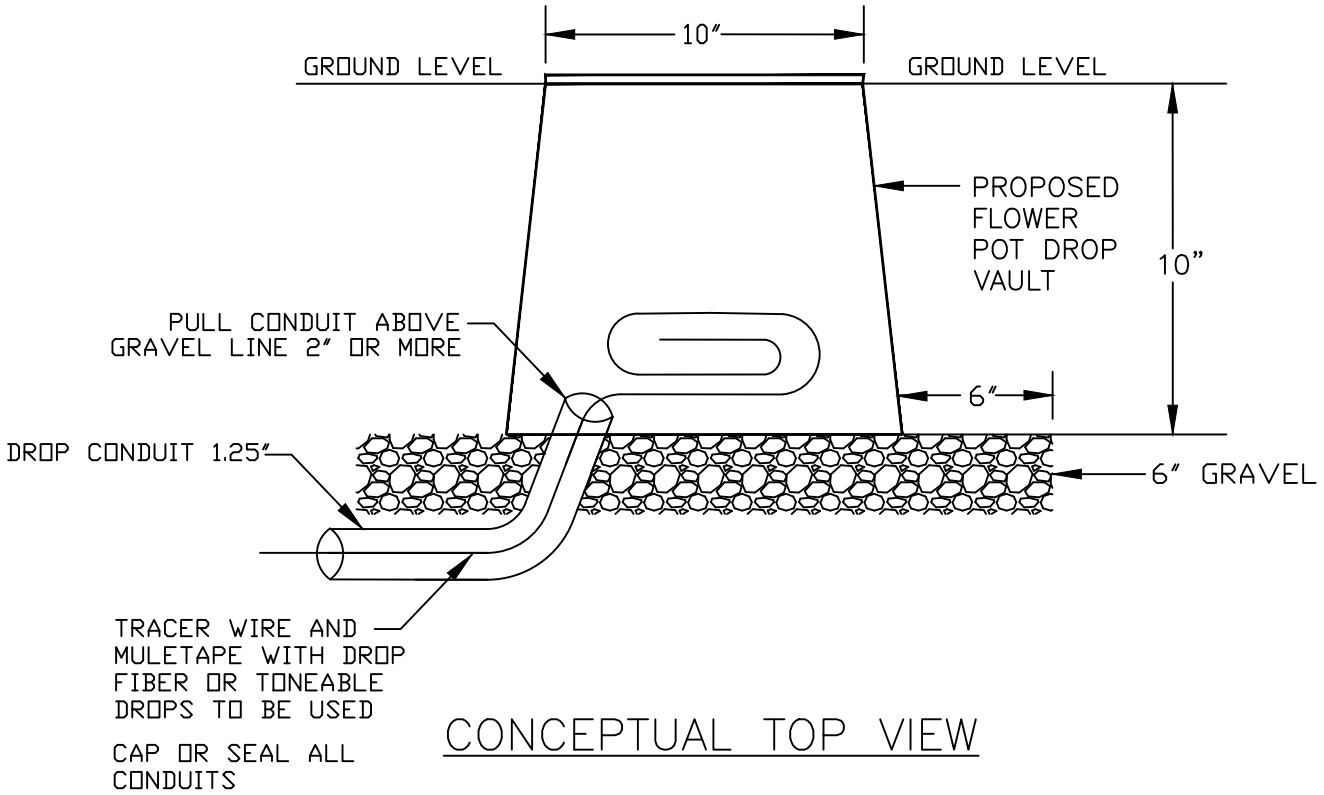
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



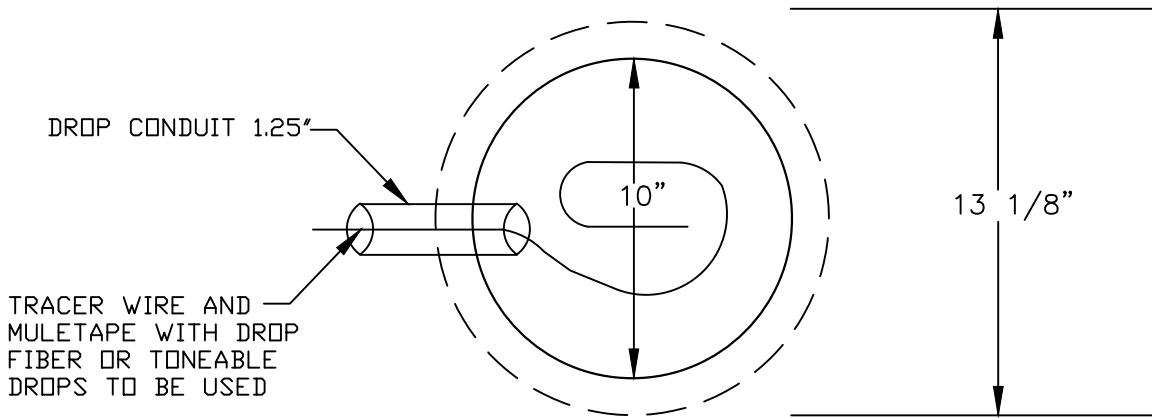
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

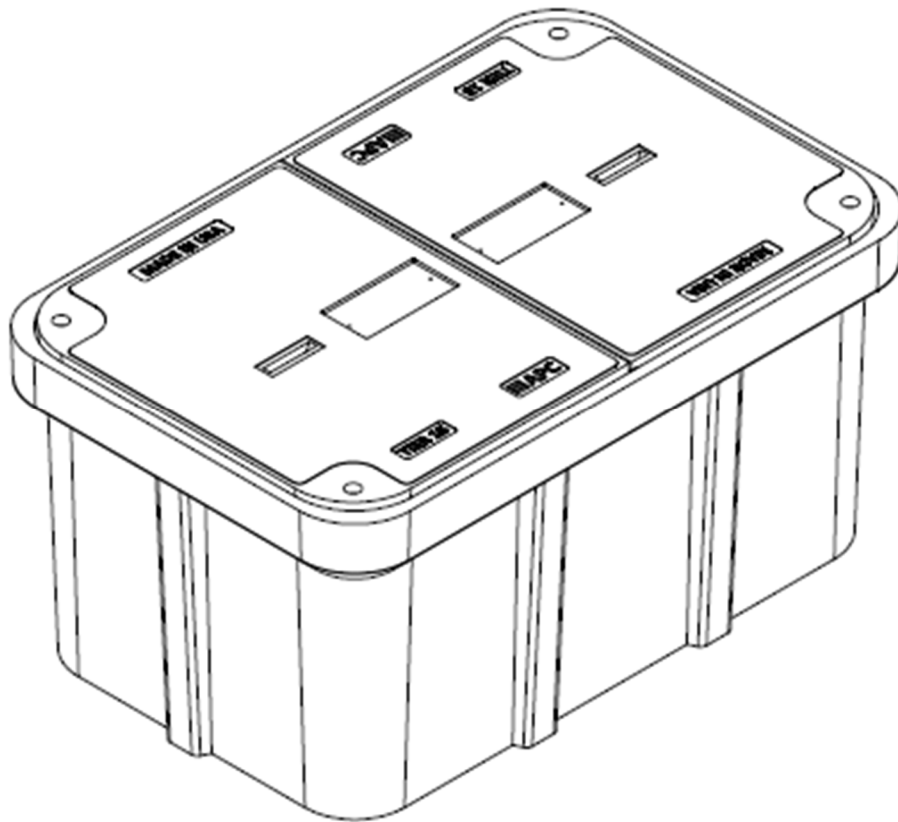


FLOWER POT

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.

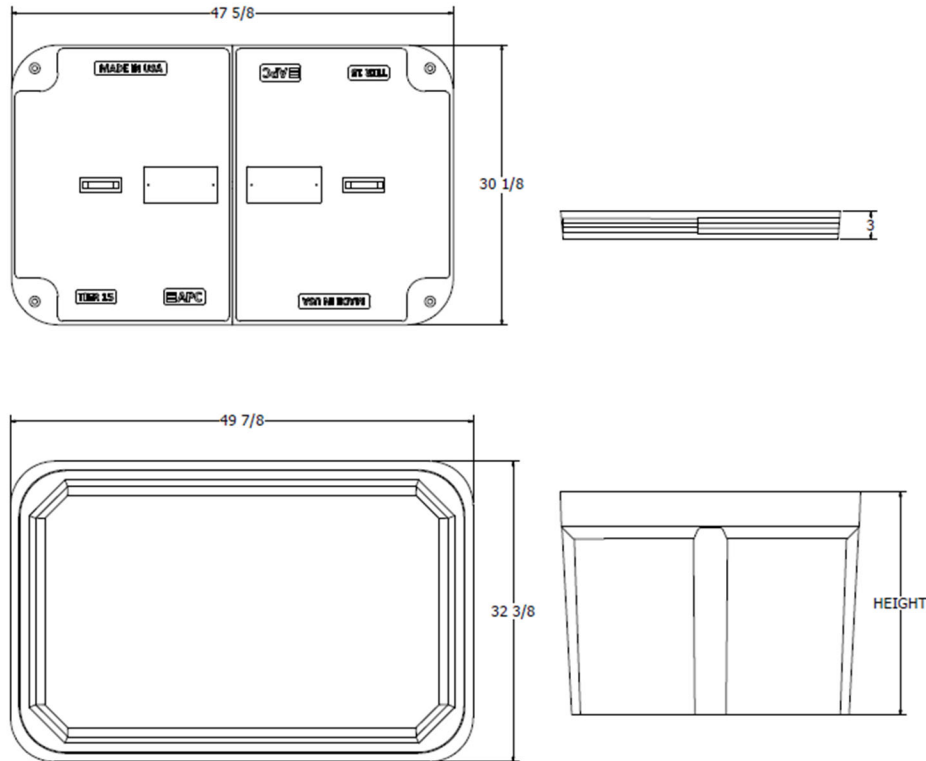


30"x48" PC UNIT, 2PC TIER 15/22

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



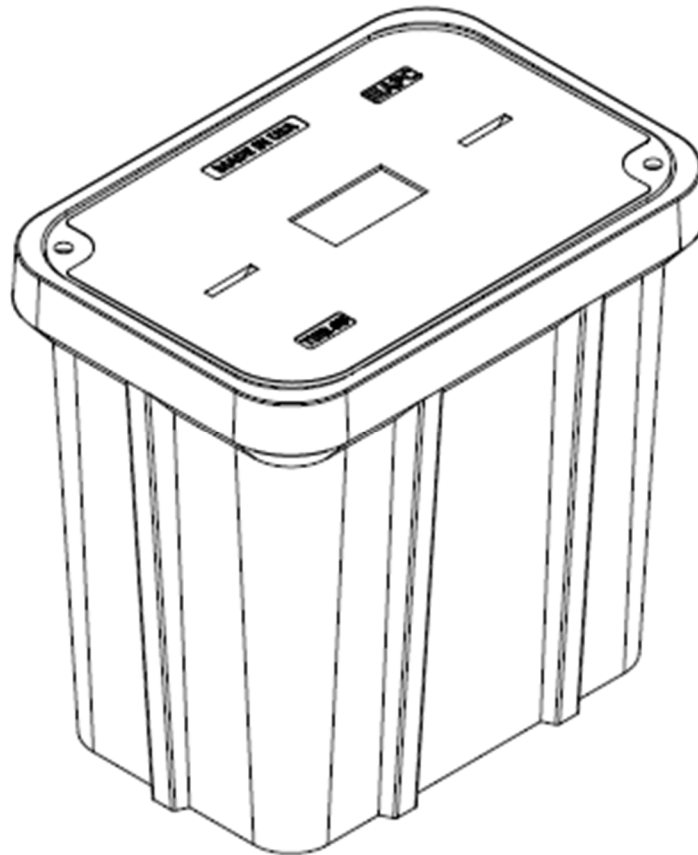
Auger Thread



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.

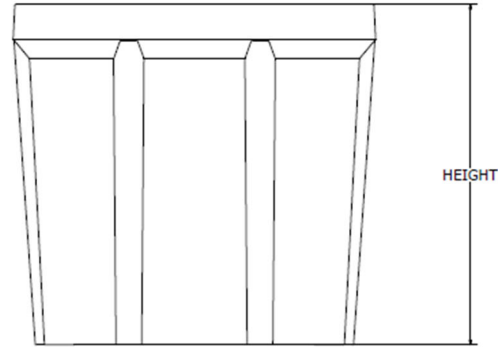
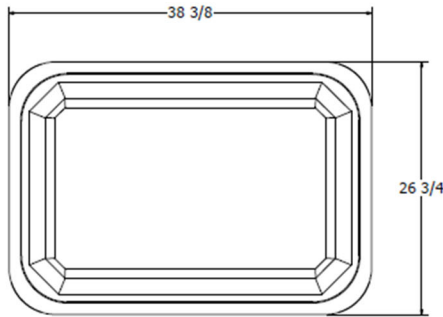
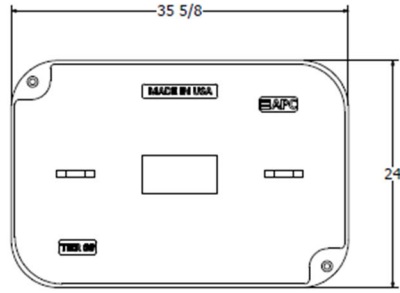


24"x36" PC UNIT, TIER 15/22

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



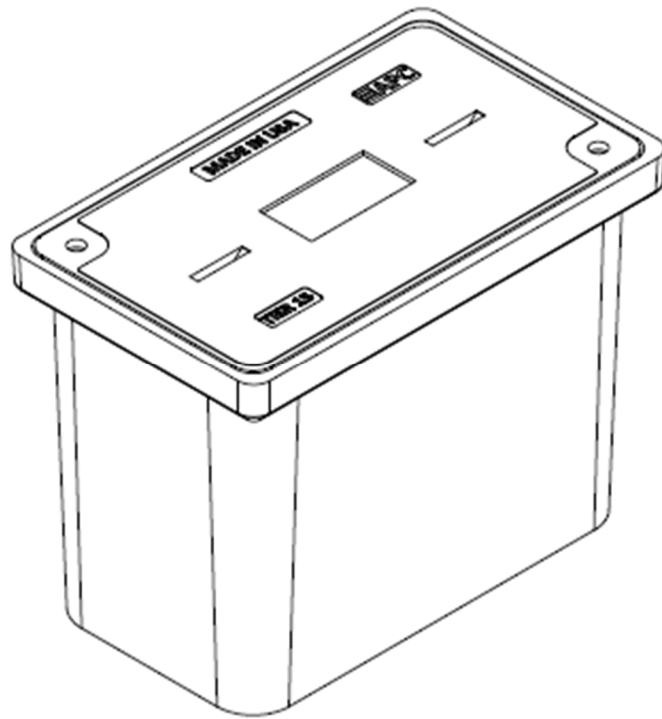
Auger Thread



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.

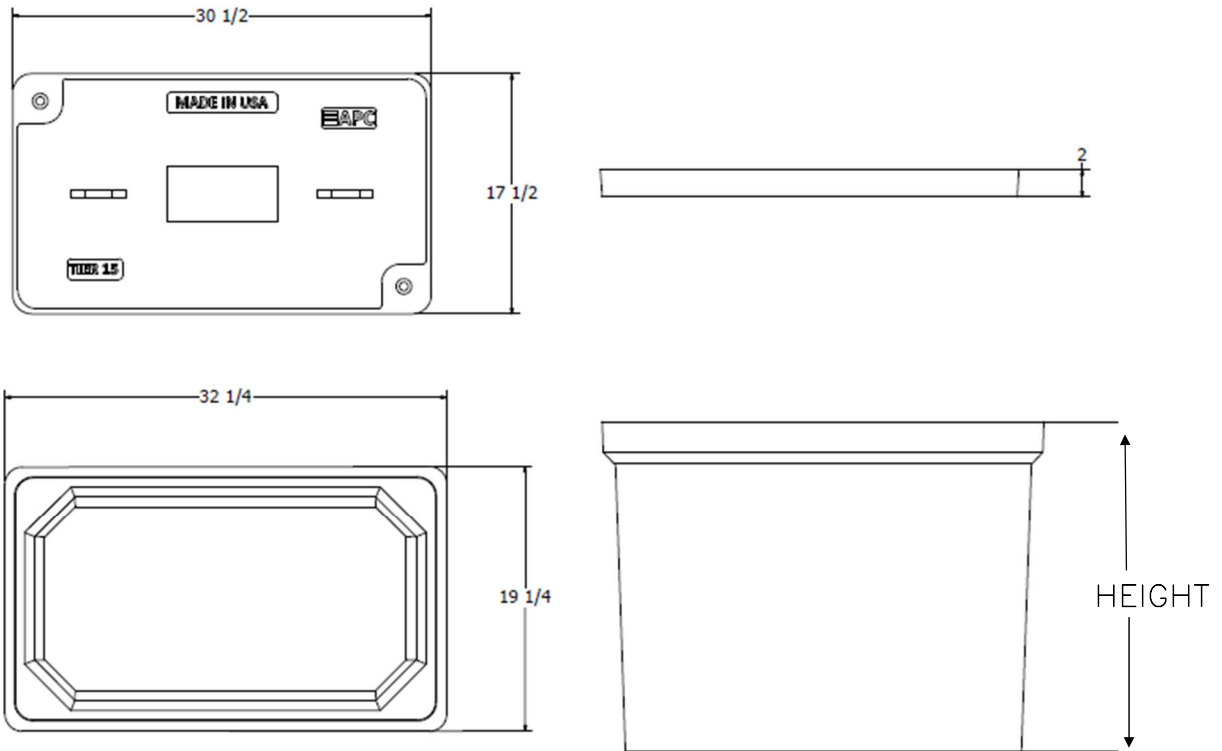


17"x30" PC UNIT, TIER 15/22

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



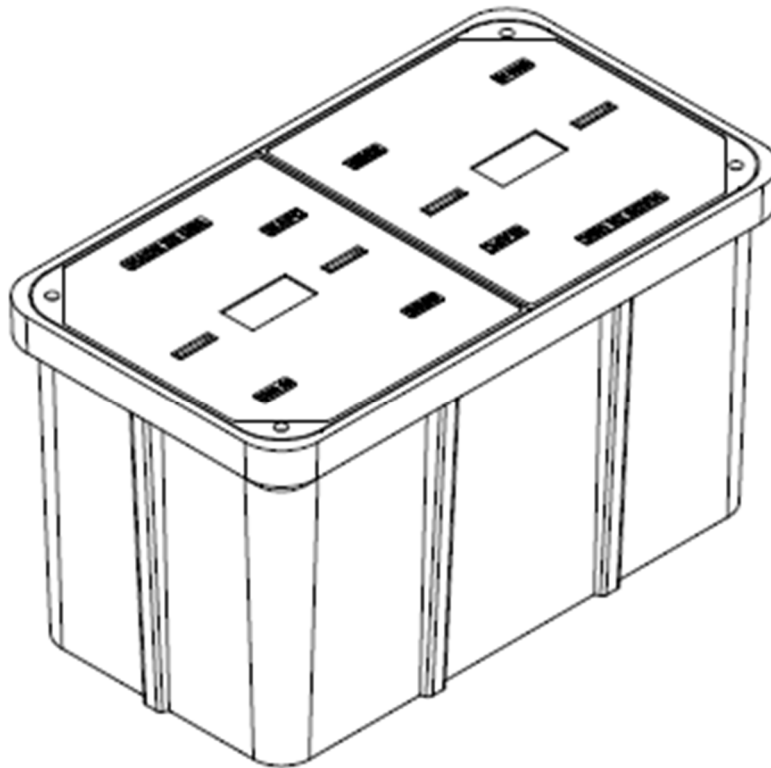
Auger Thread



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.

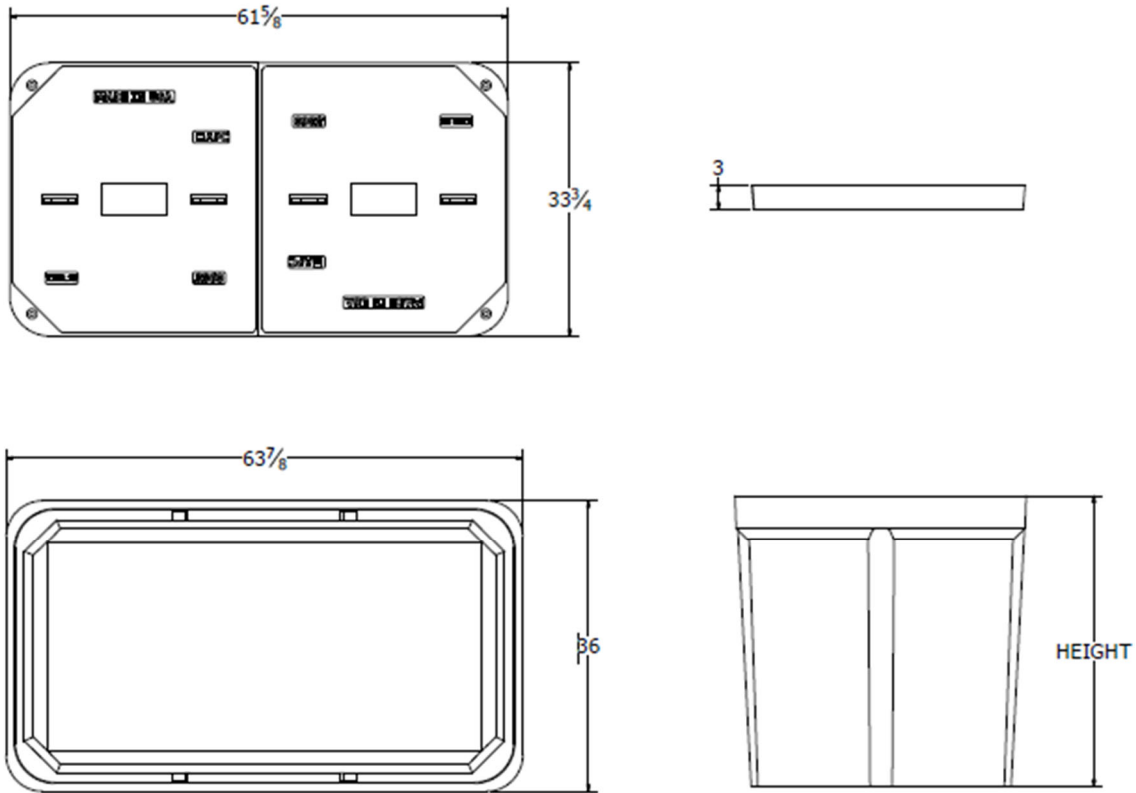


33"x60" PC UNIT, 2PC TIER 15/22

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



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		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.

Signature: _____

Company: _____

Road Runner
Safety Services, Inc.

Date: 10/31/2023 Project: BLN01a-F02 E 19th St TCP1a :
: **Traffic Control Suggestion For:** ATLANTIC ENGINEERING (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.

- Manifest**
- 3 x ADA Barricade
 - 1 x Arrow Board
 - 65 x Channelizer
 - 1 x End Construction
 - 2 x Lane Ends (R)
 - 2 x Right Lane Closed Ahead
 - 5 x Road Construction Ahead
 - 1 x Sidewalk Closed
 - 1 x Sidewalk Closed Ahead Cross Here (L)
 - 1 x Sidewalk Closed Cross Here
 - 1 x Sidewalk Closed Cross Here (R)

- Legend**
- ADA Barricade
 - Arrow Board
 - Channelizer
 - Conduit
 - Vault
 - Work Area



Sheet 1a

Google Earth



Board of Public Works Staff Report

Project/Event: BMCMPO 2050 Metropolitan Transportation Plan

Petitioner/Representative:

Staff Representative: Beth Rosenbarger, Assistant Director, Planning & Transportation Department

Rachael Sargent, MPO Transportation Planning, Planning & Transportation Department

Meeting Date: November 21, 2023

Process to select the consultant team: The Bloomington-Monroe County Metropolitan Planning Organization (BMCMPPO) posted a Request for Information (RFI) on July 21, 2023 to aid in the selection of a consultant team to develop the BMCMPPO 2050 Metropolitan Transportation Plan (MTP). After evaluation from the BMCMPPO staff Patrick Martin and Rachael Sargent as well as Planning Services Manager Ryan Robing, Burgess & Niple, Inc. was chosen to act as the consultant team on the MTP.

2050 Metropolitan Transportation Plan: Through this contract, Burgess & Niple, Inc. will develop an MTP that ensures the BMCMPPO is federally compliant with 49 USC 5303(i). The MTP must identify how the metropolitan area will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region's economic, transportation, development and sustainability goals – among others – for a 20+-year planning horizon, while remaining fiscally constrained.

Timeline and Scope of Work: The BMCMPPO has set a timeline for this endeavor, spanning approximately one year from the start of work, with completion of the 2050 MTP no later than December 31, 2024. The City of Bloomington's portion of funding (50% of total cost) was initially appropriated by Council in 2023 with Monroe County providing the remaining funds.

Burgess & Niple, Inc. included in the scope of work to engage stakeholders and the public through focus groups, established MPO committees, public meetings, online surveying, presentation videos, as well as social media updates to provide an overall summary. To ensure federal compliance, Burgess & Niple, Inc. will develop a checklist and system performance report. The firm will also establish existing conditions, by reviewing previous plans and public input, developing a base map template, reviewing demographic and community trends, and reviewing existing transportation systems. Burgess & Niple, Inc. will complete a needs analysis to guide a summary of needs as well as develop recommendations to identify, evaluate, and prioritize projects. A

Project Status Report

Preliminary Draft will be provided approximately 9 months into the project, with the Final MTP coming approximately 12 months into the project.

Board of Public Works
Staff Report

City of Bloomington Contract and Purchase Justification Form

Vendor: Burgess & Niple

Contract Amount: \$199,827.50

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

The Bloomington-Monroe County Metropolitan Planning Organization, along with Planning & Transportation Department Planning Services Manager Ryan Robling, evaluated the consultant proposal for the BMCMPPO 2050 Metropolitan Transportation Plan and each scored the proposal at a 100%.

Patrick Martin

Print/Type Name

Sr. Transportation Planner

Print/Type Title

Planning & Transportation

Department

**AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON AND MONROE
COUNTY ON BEHALF OF THE BLOOMINGTON-
MONROE COUNTY METROPOLITAN
PLANNING ORGANIZATION AND
BURGESS & NIPLE, INC.
FOR
PLANNING AND ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Bloomington (“City”) and Monroe County, Indiana (“County”), on behalf of the Bloomington-Monroe County Metropolitan Planning Organization (“BMCMPPO”), whose address is 401 N Morton St, Suite 130, Bloomington, Indiana, 47404; and Burgess & Niple, Inc., whose address is 330 Rush Alley, Suite 700, Columbus, OH 43215 (“Contractor”). This Agreement shall be effective on the date of last party signature below.

SECTION 1. GENERAL DESCRIPTION OF PROJECT

City and County hereby retain Contractor to act as the contractual agent to perform the professional services described in Attachment A (“Services”) according to the terms and conditions outlined herein. The project for which such Services will be provided is generally described as follows: Develop a 2050 Metropolitan Transportation Plan for the Bloomington-Monroe County Metropolitan Planning Organization (BMCMPPO). This plan will cover all of the BMCMPPO study area which includes the City of Bloomington, the Town of Ellettsville and urbanized portions of Monroe County, Indiana. The plan will meet the metropolitan planning requirements identified in the Fixing America’s Surface Transportation (FAST) Act and continued by the Bipartisan Infrastructure Law (BIL). The plan will be multimodal in nature, have a 25-plus year horizon (2050), and serve as the basis for coordination with INDOT pertaining to its statewide long-range transportation plans.

SECTION 2. CONTACT PERSON

City, County, and Contractor shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to transmit instructions regarding the Services, receive information, and recommend changes in the Services. Any additional or revised fees must be approved by the BMCMPPO Executive Director and a Vice President of Contractor, in addition to any other regulatory approval required. The contact person for City shall be: Pat Martin, Senior Transportation Planner; the contact person for the County shall be provided following execution of this Agreement; and the contact for the Contractor shall be: Erin Grushon, Project Manager.

SECTION 3. DATE OF COMMENCEMENT

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed or as agreed in writing by the contact persons identified in Section 2 above, whichever is later.

SECTION 4. DURATION

Contractor shall provide all Services by January 31, 2025.

PROFESSIONAL SERVICES AGREEMENT

Page 2

SECTION 5. TERMS AND CONDITIONS

(1) Termination, Suspension, and Extension. If any party fails to perform in accordance with the terms of this Agreement, the other parties 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 parties. If Services are disrupted or delayed fewer than 60 days, due solely to the actions of City or County, the Services completion date shall be reasonably extended accordingly. If Services are delayed for more than 60 days due solely to the actions of the City or County, Contractor may terminate this Agreement as provided above or may elect to continue with the fees being equitably renegotiated as mutually agreed by the parties. If Services are delayed for more than 60 days as a result of occurrences beyond the reasonable control of the parties, this Agreement and the Services completion date may be extended upon mutual agreement of the parties hereto.

In addition to the above, the City or County may terminate this Agreement upon Contractor filing for bankruptcy, insolvency, or assignment for the benefit of creditors, and may terminate or suspend performance of this Agreement at the City's or County'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 City and County, and the City and County shall pay the Contractor for all of the Services performed up to the date that written notice of termination or suspension was 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 City and County, as set forth below.

(2) Compensation. Upon completion of all Services, the City and County shall pay Contractor for all fees and expenses herein provided in an amount not to exceed Two Hundred Thousand Dollars (\$200,000), with each of the City and County responsible for up to half of that total or One Hundred Thousand Dollars (\$100,000) each. Contractor shall submit invoices to City and County in equal amounts for Services rendered during each invoicing period, which shall generally be on a monthly basis. The amount of each invoice shall be determined by the actual work performed method whereby Contractor will provide a progress report with the percentage of Services accomplished during the invoicing period. Payment to Contractor shall be made within 60 days of receipt of each invoice. Additional services and/or any changes in the Services not set forth in Exhibit A must be authorized in writing by the City and County, or either of them, prior to such work being performed. Neither the City nor the County shall make payment for any unauthorized work or expenses. In any event, no additional work shall be performed until and unless additional funding is approved by the relevant governmental body(ies) and a fully executed written amendment to this Agreement is reached by the relevant parties regarding such work.

(3) Appropriation of Funds. If funds for the continued fulfillment of this Agreement by the City or the County are at any time not forthcoming or are insufficient, through failure of any entity, including the City or the County itself, to appropriate funds or otherwise, then the City or the County, as relevant, shall have the right to terminate this Agreement without penalty,

and the remaining parties may negotiate a continuation of the work under a separate Agreement.

- (4) 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.
- (5) Indemnification.** Contractor shall indemnify and hold harmless the City, the County, and their directors, officers, agents and employees, for all damages, losses, costs, expenses, or other liabilities, including reasonable attorney's fees and defense costs ("damages and losses"), arising out of third party claims to the extent the damages and losses are caused by the negligence or wrongful error, omission or act Contractor or any person employed by Contractor or its sub-consultants.
- (6) Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain at a minimum 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 with a minimum limit of \$2,000,000 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, Monroe County, their departments, 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 or the County's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the City and County prior to the commencement of work under this Agreement.

PROFESSIONAL SERVICES AGREEMENT

Page 3

- (7) **Assignment/Third Parties.** Neither the governmental units nor Contractor will assign or transfer its interest in this Agreement without the written consent of the other. Contractor, however, does reserve the right to subcontract services as described in Attachment A. Contractor shall be liable for the work of its subcontractors. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against the City or the County.
- (8) **Disputes.** If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. This Agreement shall be governed by the laws of the State of Indiana without reference to choice of law rules, and judicial venue of any disputes shall be in the Monroe Circuit Court, Monroe County, Indiana.
- (9) **Standard of Care.** Contractor agrees to perform 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. The City and County shall be the sole judges of the adequacy of Contractor's work in meeting such standards. However, the City and County shall not unreasonably withhold their approval as to the adequacy of such work. Contractor agrees to perform the Services in accordance with any applicable federal, state, or local law or regulation.
- (10) **Waiver.** Any failure by City or County to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and City or County may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- (11) **Relationship.** Contractor is an independent contractor of City and County in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of either governmental unit.

PROFESSIONAL SERVICES AGREEMENT

Page 4

- (12) **City and County Responsibilities.** City and County shall provide Contractor all pertinent and available data and information in a timely manner. Contractor shall be entitled to rely on any and all information provided pursuant to this provision. City and County shall review Contractor's work thoroughly and promptly, provide direction as necessary, and, if at any time, City or County becomes aware of any defect, shall give notice of such defect in the work or services provided.
- (13) **Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- (14) **Ownership of Documents and Intellectual Property:** All right and title in and to any documents, drawings and specifications, and other materials in any format prepared by Contractor and furnished to the City and County as part of the Services shall become the joint and several property of the City and County. Contractor shall not make or permit to be made any copies or any modification to electronic or physical media, plans, and specifications without the prior written authorization of City and County. City and County hereby authorize Contractor to make copies or permit its constituents to make copies as contemplated by or in the attached Scope of Services. City and County shall not be liable for any erroneous information supplied by Contractor or third party that Contractor relies upon and incorporates into an electronic file, or other documents, plans, and specifications.
- (15) **Amendment.** Any modification of this Agreement shall be binding only if evidenced in a written Amendment signed by each party or an authorized representative of each party.
- (16) **Entirety of Agreement/Integration:** This Agreement, including Attachment A (Scope of Services, Schedule and Fee) which is incorporated by reference herein, represents the entire and integrated Agreement between the City, County and Contractor and 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 all parties. In the event of a conflict between any terms in Attachment A and the terms in this main body of the Agreement, the terms in the main body shall govern.
- (17) **Notices:** Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.
- (18) **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, 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 Consultant 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 human resources department or the Bloomington-Monroe County 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- (19) **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 City and County in a timely manner of the conflict, attempts of resolution, and planned course of action.
- (20) **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program as evidenced by the affidavit attached hereto, marked as **Attachment B** and by this reference incorporated herein. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City and County.
- (21) **Non-Collusion.** Contractor certifies 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 as evidenced by the affidavit attached hereto, marked as **Attachment C** and by this reference incorporated herein.

PROFESSIONAL SERVICES AGREEMENT

Page 5

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions herein, is accepted as of the date first written above.

Burgess & Niple, Inc.

**City of Bloomington on behalf of the
Bloomington-Monroe Metropolitan Planning
Organization**

Signed: _____

Signed: _____

Typed: Stephen L. Thielen

Typed: _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

County of Monroe, Indiana

Signed: _____

Typed: _____

Title: _____

Date: _____

ATTACHMENT B

AFFIDAVIT REGARDING E-VERIFY

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 has contracted with or is seeking to contract with the City of Bloomington and Monroe County to provide services.

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 State Code 1324a(h)(3).

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

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.

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 _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

ATTACHMENT C

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, 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.

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 _____, 2023.

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 _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

ATTACHMENT A

LUMP SUM PROPOSAL

For

Bloomington-Monroe County Metropolitan Planning Organization
2050 Metropolitan Transportation Plan

Consulting Firm

of

BURGESS & NIPLE, INC.

Prepared By:

*Erin Grushon, AICP
Telephone (614) 456-8029*

Submitted to:

Bloomington-Monroe County Metropolitan Planning Organization

October 4, 2023

BURGESS & NIPLE

330 Rush Alley, Suite 700 | Columbus, OH 43215 | 614.459.2050

City of Bloomington
Planning and Transportation Department

Re: Proposal
Bloomington-Monroe County MPO
2050 MTP

October 4, 2023

Attention: Mr. Pat Martin
Senior Transportation Planner

Dear Mr. Martin:

We appreciate this opportunity to submit our proposal for B&N to prepare an updated 2050 Metropolitan Transportation Plan for the Bloomington-Monroe County Metropolitan Planning Organization. A detailed description of the proposed scope and fee is provided on the following pages. Please contact me if you have any questions.

Sincerely,



Erin Grushon, AICP
Project Manager



Steve Thieken, PE, PTOE, AICP
Executive Vice President

I. SCOPE OF SERVICES

A. GENERAL

Burgess and Niple, Inc. (B&N) will update the comprehensive multimodal Metropolitan Transportation Plan (MTP) for the Bloomington-Monroe County Metropolitan Planning Organization (BMCMPPO). This plan will cover all of the BMCMPPO study area which includes the City of Bloomington, the Town of Ellettsville and urbanized portions of Monroe County, Indiana. The plan will meet the metropolitan planning requirements identified in the Fixing America's Surface Transportation (FAST) Act and continued by the Bipartisan Infrastructure Law (BIL). The plan will be multimodal in nature, have a 25-plus year horizon (2050), and serve as the basis for coordination with INDOT pertaining to its statewide long-range transportation plan. Work is projected to commence on or before November 1, 2023 and is expected to be complete by December 2024.

B. TASKS

1. Project Management

1.1 Project Management Plan - B&N and subconsultant staff will develop a Project Management Plan (PMP) that summarizes schedule, staffing, client expectations, and resources prior to beginning work. The PMP will also summarize B&N's Quality Assurance/Quality Control (QA/QC) process that will be used to ensure consistent, high-quality processes and deliverables throughout the project.

1.2 Project Kickoff Meeting – B&N will lead a project kickoff meeting with the subconsultant team leads from Foursquare ITP and Toole Design as well as BMCMPPO and INDOT staff to discuss this project, the prior plan and its recommendations, and the study's PMP. As part of this meeting, B&N will prepare a presentation covering the above items and facilitate a discussion with participants. This workshop will be held virtually using Microsoft Teams or similar tool. B&N will prepare a summary of the meeting and distribute it to the participants.

1.3 Monthly Project Team Meeting - B&N will facilitate monthly team progress meetings with BMCMPPO to talk about study progress, strategies, upcoming meetings, budget, schedule, and scope. In addition to B&N and BMCMPPO staff, these meetings will include INDOT and project team subconsultant representatives as necessary. The agendas for these meetings will always include project status and client satisfaction items. However, the agenda will remain flexible so that time can be devoted to critical study issues. These meetings will be held virtually and will be limited to one hour or less.

1.4 Project Coordination – This task assumes a 13-month project duration and includes the following items:

- Communications between B&N members and with BMCMPPO.
- Communication and coordination with subconsultants.
- Monitoring of scope and budget by the project manager and task leads.
- Addressing any unexpected issues which may arise during the study process.
- Project invoicing, sub-consultant payments, and other accounting.
- File set-up, file management, and project documentation.
- Quality assurance

2. Stakeholder and Public Engagement

The primary purpose of the public and stakeholder engagement program is to ensure that all interested parties are informed of the planning process and have an opportunity to participate throughout the development of the MTP. BMCMPPO's Public Participation Plan will serve as a basis for public and stakeholder engagement. Title VI and Environmental Justice requirements will be met. B&N will plan and facilitate the meetings described below with support from Foursquare ITP and Toole Design. B&N will provide a brief status report on stakeholder and public engagement activities at the monthly project progress meetings with BMCMPPO.

2.1 Engagement Strategy – B&N will prepare an Engagement Strategy document detailing planned public and stakeholder engagement activities including scheduling details and identifying responsible parties. This task assumes that B&N will develop the content for the public meeting advertisements and that BMCMPPO will be responsible for distributing the news releases/legal notices to the local media and on the BMCMPPO website. This task also assumes that the consultant team will document advertisement, content, and feedback from each outreach activity.

2.2 BMCMPPO Committee Engagement - B&N will participate in monthly meetings of the BMCMPPO Technical Advisory Committee (TAC), Policy Committee, and Citizens Advisory Committee (CAC) and provide updates to those groups. B&N will participate in these meetings virtually and will provide presentations and updates on the MTP development process as needed and will also be available to answer questions.

2.3 Focus Groups – B&N will facilitate focus group meetings to gain targeted input from key transportation interest groups. These meetings provide opportunities to engage key transportation stakeholders, experts, residents, and advocates and to explore critical transportation topics in the region. This task assumes that BMCMPPO will work with the consultant team to identify participants for the focus group meetings. The focus groups will be planned and facilitated by B&N and conducted via virtual meeting (i.e. Zoom, Microsoft Teams). B&N will prepare summaries of each focus group meeting to be included in an appendix to the MTP document.

2.3.1 Diversity, Equity, and Inclusion (DEI) – B&N will work with BMCMPPO to establish a DEI Focus Group for the MTP made up of citizens, community leaders, and people who work with underserved populations. The purpose of this group will be to help inform both the public engagement process and the project development and evaluation process to ensure that our approach is broad and inclusive and that the resulting MTP recommendations include an equitable distribution of transportation investments across the region. This task includes formation of the DEI focus group and planning and facilitating one meeting with the DEI focus group.

2.3.2 Active Transportation - B&N staff will work with BMCMPPO and Toole Design staff to determine a list of participants for the active transportation focus group, then invite these participants to join us for a web-based meeting (i.e. Zoom, Teams, etc.). In advance of the meeting, participants will be asked to consider what they think are the most substantial needs and opportunities facing the region. The consultant team will facilitate a discussion with a goal of identifying the most important active transportation needs and opportunities in the region. This meeting is expected to run between 90 minutes and 2 hours.

2.3.3 Transit – B&N staff will work with BMCMPPO and Foursquare ITP to determine a list of participants for the transit focus group, and then invite these participants to join us for a web-

based meeting (i.e. Zoom, Teams, etc.). In advance of the meeting, participants will be asked to consider what they think are the most substantial needs and opportunities facing the region. The consultant team will facilitate a discussion with a goal of identifying the most important transit needs and opportunities in the region. This meeting is expected to run between 90 minutes and 2 hours.

2.4 Public Meetings - B&N will coordinate with BMCMPPO to hold public meeting open houses at multiple points in the planning process. This task assumes that there will be three in-person meetings and that B&N will provide at least two staff to attend and help facilitate the in-person public meetings. For each meeting, B&N will develop meeting materials including a PowerPoint presentation, project handout and exhibits, comment forms, and sign-in sheets. B&N will also develop newspaper notices and press releases consistent with BMCMPPO's Public Participation Plan. Public meetings are proposed at the following points in the planning process:

2.4.1 Public Meeting #1 - The first public meeting open house will be held early in the planning process to inform the public that the plan is being developed, provide information about how to get involved in the planning process, and collect input from the public. Input provided at this meeting will influence the identification of transportation system needs in the region and the development of a vision and goals for the 2050 MTP.

2.4.2 Public Meeting #2 – The second public meeting will be held after existing conditions and needs have been established, during the development of recommendations.

2.4.3 Public Meeting #3 – The third public meeting will be held after the completion of the draft 2050 MTP and will correspond with a 30-day public review of the draft 2050 MTP document and the MPO's resolution of support for the MTP.

2.5 Online Survey - B&N will prepare an online survey with an interactive mapping component to collect input from the public on key issues and transportation needs early in the planning process. The survey will be made available on the BMCMPPO website. The online survey will include a map-based component to allow survey respondents to provide location-specific feedback. The survey will remain open for a minimum of 30 days, which will overlap with the timing of the first in-person public meeting.

2.6 Presentation Videos - B&N will also prepare a video version of the PowerPoint presentations developed for each of the Public Meetings with pre-recorded audio. The first video, corresponding to Public Meeting #1, could be posted alongside the online survey to provide the public with additional background information about the MTP development process and context for the survey.

2.7 Social Media Updates - B&N will prepare three to five brief updates to be shared through social media, including the BMCMPPO Facebook page and social media managed by agency partners. These posts will notify individuals about upcoming public involvement activities or new content on the BMCMPPO website related to the MTP.

2.8 Engagement Summary - B&N will prepare a summary of the public and stakeholder engagement process, the findings of various engagement efforts, and the key themes gleaned from these efforts.

2.9 Project Website (If Authorized) – If desired, B&N will develop and maintain a project-specific hub site using Arc GIS Online (AGOL) to provide a platform for sharing information, educating, and engaging the community throughout the planning process. This task assumes that the MTP website will be

developed to be consistent with BMCMPPO's current agency branding and that BMCMPPO will provide all applicable style elements (fonts, color schemes, logos, etc.) to B&N.

3. Existing Conditions

The consultant team will prepare a summary of existing conditions for the BMCMPPO planning area. BMCMPPO will provide the consultant team with copies of existing plans, relevant studies, maps, and available GIS data. Data collection will be limited to publicly available data or data that is provided by BMCMPPO, INDOT, or their partner agencies. The existing conditions analysis will include the following:

- 3.1 Review Previous Plans and Public Input** – B&N will review the BMCMPPO 2045 MTP and its recommendations. As part of this review, BMCMPPO staff will indicate which recommendations have been completed, and provide insight regarding the viability of remaining recommendations. The consultant team will also review other relevant past planning efforts and subsequent updates generated BMCMPPO, the City of Bloomington, Monroe County, and INDOT. B&N will document this review by producing a summary of the plans studies reviewed and by inputting all recommendations that have not yet been implemented into the Inventory of Transportation Deficiencies developed under **Task 4.1**.
- 3.2 Develop Basemap Template** - B&N staff will develop a basemap layout to be used for all exhibits produced for the plan. This step includes setting up annotation, inset maps if needed, legend formatting, and color themes to be used when illustrating data on subsequently produced exhibit products.
- 3.3 Demographic and Community Trends** – Foursquare ITP will collect, review, and summarize available applicable Census and other data to related to population, employment, and income information about the planning area. The socioeconomic data will include specific consideration of EJ/UP populations (including low-income, minority, limited-English proficient, persons with disabilities, and the elderly) as well as general population data including historic, current, and future projected information about total population and employment. Foursquare ITP will prepare a memo providing an overview of the data collected and highlighting notable trends for consideration in the transportation planning process. In addition to describing the background, existing conditions, and notable trends in text, the memo will include supplementary tables, maps, and figures summarizing the data collected.
- 3.4 Transportation System Analysis** – The consultant team will review the existing transportation network including: roads and highways; transit routes and facilities; bicycle and pedestrian ways; railroads, yards, and rail-truck intermodal facilities; and airports; river ports. The transportation network review will also consider traffic capacity and congestion, safety, system security and resiliency. The review will be developed using existing data sources that are readily available or provided by BMCMPPO and/or its partners agencies. With narrative and maps, the consultant team will summarize the various components of the transportation system. B&N will lead this task with support from Foursquare ITP on the transit element and support from Toole Design on the bicycle and pedestrian elements.
- 3.5 Existing Conditions Summary** – Foursquare ITP, with support from B&N and Toole Design, will produce an existing conditions memorandum with maps, charts, and narrative summary descriptions of the demographic and community trends and the existing transportation system in the BMCMPPO planning area.

4. Identify Transportation System Needs

4.1 Needs Analysis and Inventory – B&N will develop a GIS database structure and feature class schema for mapping and documenting transportation needs identified during various analyses. The B&N project team will then populate the database with the transportation system needs identified through stakeholder and public engagement, the review of previous plans, and the transportation system analysis. These needs will be reviewed, analyzed, and confirmed through ongoing coordination between the B&N project team, BMCMPPO staff, and BMCMPPO committees. B&N will create a version of the transportation system needs inventory using ArcGIS Online so that it can be shared with and reviewed by BMCMPPO committee members, without requiring them to have an ArcGIS license.

4.2 Summary of Needs - B&N will prepare a summary of transportation network that provides an inventory and analysis of the modal systems will be documented in the plan. This summary will be prepared in the format of a brief document with referenced attachments (exhibits, studies), as well as a presentation covering the high points.

5. Develop Recommendations

B&N proposes the following process to develop, evaluate, and prioritize the recommended program of projects.

5.1 Identify Projects – B&N will consider the deficiencies identified in **Task 4** and identify concepts and strategies to address them. B&N will list and evaluate ideas and concepts developed by the team, those from the current previous studies, and those suggested by the stakeholders, BMCMPPO committee members, and the public.

5.2 Integrated Level of Service Policy – B&N will work with BMCMPPO and the project team to develop an integrated transportation level of service (LOS) policy that considers and balances the needs of all transportation system users.

5.3 Evaluate and Prioritize Projects - B&N (working with BMCMPPO) will incrementally refine and evaluate the preliminary multimodal concepts (projects and other strategies). In general, initial concepts will be evaluated based on a high-level review of estimated benefits, impacts, and costs. As the analysis progresses, the concepts will be looked at in more detail. A set of final multimodal recommendations will be developed for consideration. To analyze the recommendations, B&N will consider estimates of cumulative benefits, impacts, and costs, as well as an assessment of how each recommendation satisfies the MTP goals, objectives, and performance measures. B&N will develop MTP recommendations from a multimodal perspective. Based on feedback from BMCMPPO, B&N will modify, refine, and finalize the recommendations and develop detailed descriptions of projects and policy enhancements that will be included in the MTP. B&N will work with BMCMPPO throughout the process to consider potential policy enhancements to deal with common issues facing the region. These strategies are intended to be future planning action items for BMCMPPO and participating agencies.

5.4 MTP Recommendations Summary – B&N will develop a memorandum describing the recommendation development and evaluation process that led to the final plan recommendations. The memorandum will include a listing of recommended projects and strategies.

6. Performance-Based Planning

B&N will incorporate performance management throughout the planning process, incorporating federally-required measures for roadway safety, bridge condition, pavement condition, reliability, freight movement, transit assets, and transit safety. If there are any locally-developed performance measures, these can be considered as well. The measures will be incorporated into the MTP vision and goals and project evaluation criteria as appropriate so that the MPO planning process aligns with the federal measures, while maintaining a focus on other goals and measures that are also important to BMCMPPO.

6.1 MTP Checklist – An MTP checklist will be used to make sure the MTP complies with all federal requirements in the planning regulations. This checklist includes all current requirements for MPOs, including the federal performance management rules.

6.2 System Performance Report – B&N will develop a system performance report that will include a description of the federal performance measures and the performance targets adopted by BMCMPPO to support the federal measures. Further, it will discuss the condition and performance of the existing transportation system with respect to the federal performance targets, and progress achieved in meeting the performance targets compared to baseline performance conditions. The system performance report will incorporate the most current performance targets and data available from INDOT for the federal performance measures. The full System Performance Report will be included as an appendix to the BMCMPPO 2050 MTP.

7. Implementation Element

7.1 Financial Plan – B&N will identify estimated revenues out to 2050 using information provided by BMCMPPO, member jurisdictions, transit providers, and INDOT. Estimated revenues may be developed using historic revenues or projected trends. B&N will also prepare detailed cost estimates for the recommended projects. B&N will then develop a financially constrained plan for the MTP out to 2050 based on the projected revenues, estimated costs, and project prioritization process.

7.2 Project Cut Sheets – B&N will prepare a cut sheet with a project location map and a simplified description addressing key issues, potential constraints, costs, potential project partners, and implementation priorities for each individual fiscally constrained project.

8. Plan Development

8.1 Preliminary Draft MTP – B&N will prepare a preliminary draft of the MTP including a cover, title page, table of contents, lists of tables and figures, executive summary, and appendices. The preliminary draft will be shared with BMCMPPO staff to provide an opportunity for their review before circulating the document with a wider audience. The executive summary will provide a brief overview of the planning process and resulting recommendations, including projects and planning strategies, to succinctly communicate the critical elements of the MTP. This task includes the development of a document template for the BMCMPPO 2050 MTP.

8.2 Final Draft MTP - Following the concurrent review of the preliminary draft plan by BMCMPPO, B&N will work with BMCMPPO to address comments provided on the preliminary draft MTP and incorporate

them into the final draft MTP as directed. The final draft MTP will be presented to the Citizens Advisory Committee and Technical Advisory Committee and released for a 30-day public review.

8.3 Final MTP - Following the public review, B&N will work with BMCMPPO to address comments and will prepare a final version of the BMCMPPO 2050 MTP. The final MTP will be presented to the BMCMPPO Policy Committee for adoption. This document will be a PDF from which copies may be printed. B&N will provide the following files as part of its plan delivery via an internet-based file transfer.

- Plan Preparation Files – Final version of plan and supporting appendix documents as PDFs, final version of precursor files for the plan (e.g. Word files, ArcGIS MXD files, JPEG image files), and final versions of GIS data (geodatabases and scripting tools if developed).
- Project Information Files - Final versions of the project cut sheets and ArcGIS files used to create them.
- Plan Document - B&N will provide ten hard copies of the final MTP document to BMCMPPO.

8.4 2050 MTP Presentation – B&N will prepare a PowerPoint presentation of the final plan that summarizes the planning process, public and stakeholder engagement, and resulting recommendations.

BMCMPO Metropolitan Transportation Plan

Total Billing Rate \$281.95 \$174.24 \$190.08 \$190.08 \$110.88 \$142.56 \$142.56 \$120.38
(Time in Person-Hours)

Description	Principal	Senior Planner	Project Manager	Senior Engineer	Planner	Engineer/Analyst	GIS Specialist	Clerical	B&N Labor Subtotal	Direct	B&N Task Total	Foursquare	Toole	Project Total
1 Project Administration														
1.1 Project Management Plan	0	0	2	0	6	0	0	0	\$1,045.44	\$0.00	\$1,045.44			
1.2 Project Kickoff	0	0	4	0	2	0	0	0	\$982.08	\$0.00	\$982.08			
1.3 Meetings	0	0	18	0	0	0	0	0	\$3,421.44	\$0.00	\$3,421.44			
1.4 Project Coordination	0	0	24	0	0	0	0	12	\$6,006.48	\$0.00	\$6,006.48			
Task 1 Total	0	0	48	0	8	0	0	12	\$11,455.44	\$0.00	\$11,455.44	\$5,185.50	\$2,932.00	\$19,572.94
2 Engage Stakeholders and the Public														
2.1 Engagement Strategy	0	0	2	0	6	0	0	0	\$1,045.44	\$0.00	\$1,045.44			
2.2 BMCMPO Committee Engagement	0	0	36	0	0	0	0	0	\$6,842.88	\$0.00	\$6,842.88			
2.3 Focus Groups	0	0	6	0	18	0	0	0	\$3,136.32	\$0.00	\$3,136.32			
2.4 Public Meetings	0	0	36	0	64	0	0	0	\$13,939.20	\$2,048.25	\$15,987.45			
2.5 Online Survey	0	0	2	0	12	0	4	0	\$2,280.96	\$0.00	\$2,280.96			
2.6 Presentation Videos	0	0	6	0	0	0	0	0	\$1,140.48	\$0.00	\$1,140.48			
2.7 Social Media Updates	0	0	2	0	12	0	0	0	\$1,710.72	\$0.00	\$1,710.72			
2.8 Engagement Summary	0	0	4	0	8	0	0	0	\$1,647.36	\$0.00	\$1,647.36			
Task 2 Total	0	0	94	0	120	0	4	0	\$31,743.36	\$2,048.25	\$33,791.61	\$1,140.98	\$3,732.00	\$38,664.59
3 Establish Existing Conditions														
3.1 Review Previous Plans and Public Input	0	0	4	0	10	0	0	0	\$1,869.12	\$0.00	\$1,869.12			
3.2 Develop Basemap Template	0	0	4	0	8	0	0	0	\$1,647.36	\$0.00	\$1,647.36			
3.3 Demographic and Community Trends	0	0	4	0	0	0	4	0	\$1,330.56	\$0.00	\$1,330.56			
3.4 Transportation System Analysis	0	0	4	0	16	0	6	0	\$3,389.76	\$0.00	\$3,389.76			
3.5 Existing Conditions Summary	0	4	2	0	16	0	2	0	\$3,136.32	\$0.00	\$3,136.32			
Task 3 Total	0	4	18	0	50	0	12	0	\$11,373.12	\$0.00	\$11,373.12	\$11,940.86	\$6,560.00	\$29,873.98
4 Identify Transportation System Needs														
4.1 Needs Analysis and Inventory	4	6	4	4	24	8	16	0	\$9,776.44	\$0.00	\$9,776.44			
4.2 Summary of Needs	0	4	2	0	16	0	4	0	\$3,421.44	\$0.00	\$3,421.44			
Task 4 Total	4	10	6	4	40	8	20	0	\$13,197.88	\$0.00	\$13,197.88	\$8,072.89	\$2,432.00	\$23,702.77
5 Develop Recommendations														
5.1 Identify Projects	2	8	4	0	20	10	8	0	\$7,501.82	\$0.00	\$7,501.82			
5.2 Integrated Level of Service Policy	0	2	2	0	16	0	0	0	\$2,502.72	\$0.00	\$2,502.72			
5.3 Evaluate and Prioritize Projects	4	4	4	0	36	24	8	0	\$11,138.68	\$0.00	\$11,138.68			
Task 5 Total	6	14	10	0	72	34	16	0	\$21,143.22	\$0.00	\$21,143.22	\$13,881.88	\$4,068.00	\$39,093.10
6 Performance Based Planning														
6.1 MTP Checklist	0	0	4	0	0	0	0	0	\$760.32	\$0.00	\$760.32			
6.2 System Performance Report	0	0	4	0	12	0	0	0	\$2,090.88	\$0.00	\$2,090.88			
Task 6 Total	0	0	8	0	12	0	0	0	\$2,851.20	\$0.00	\$2,851.20	\$2,649.28	\$0.00	\$5,500.48
7 Implementation Element														
7.1 Financial Plan	2	0	8	0	16	0	0	0	\$3,858.62	\$0.00	\$3,858.62			
7.2 Project Cut Sheets	0	6	2	0	10	0	18	0	\$5,100.48	\$0.00	\$5,100.48			
Task 7 Total	2	6	10	0	26	0	18	0	\$8,959.10	\$0.00	\$8,959.10	\$0.00	\$0.00	\$8,959.10
8 Plan Development														
8.1 Preliminary Draft MTP	2	8	2	0	48	0	12	0	\$9,370.94	\$0.00	\$9,370.94			
8.2 Final Draft MTP	0	4	2	0	10	0	8	0	\$3,326.40	\$0.00	\$3,326.40			
8.3 Final MTP	2	0	2	0	6	0	6	0	\$2,464.70	\$0.00	\$2,464.70			
8.4 2050 MTP Presentation	0	0	2	0	8	0	0	0	\$1,267.20	\$0.00	\$1,267.20			
Task 8 Total	4	12	8	0	72	0	26	0	\$16,429.24	\$0.00	\$16,429.24	\$7,161.54	\$5,896.00	\$29,486.78
Base Fee Totals	16	46	202	4	406	42	96	12	\$117,152.56	\$2,048.25	\$119,200.81	\$50,032.93	\$25,620.00	\$194,853.74
If Authorized Task - 2.9 Project Website	0	4	4	0	6	0	20	0	\$4,973.76	\$0.00	\$4,973.76	\$0.00	\$0.00	\$4,973.76
Total Base Fee and If Authorized Task	16	50	206	4	406	42	116	12	\$122,126.32	\$2,048.25	\$124,174.57	\$50,032.93	\$25,620.00	\$199,827.50

BMCMPO Metropolitan Transportation Plan (MTP)

Introduction

The following scope and fee were prepared in response to a request by Erin Grushon, Project Manager with Burgess & Niple (B&N) to detail Foursquare ITP's role in Bloomington-Monroe County MPO's MTP.

Breakdown of Project Tasks

Task	Foursquare ITP Role
1. Project Management	Support
2. Stakeholder and Public Engagement	Support
3. Existing Conditions Analysis	Lead Demographic and Community Trends, Support Elsewhere
4. Identifying Transportation System Needs	Lead Transit-Related Needs, Support Elsewhere
5. Develop Recommendations	Lead Transit-Related Recommendations and Evaluation, Support Elsewhere
6. Performance-Based Planning	Lead Transit-Related Metrics, Support Elsewhere
8. Plan Development	Lead Transit Element, Support Elsewhere

1. PROJECT MANAGEMENT

Foursquare ITP will attend the project kickoff meeting, recurring project progress meetings, and address other project coordination needs such as invoicing, scheduling, and quality assurance.

2. STAKEHOLDER AND PUBLIC ENGAGEMENT

Foursquare ITP will work closely with B&N to support the production of graphics, social media posts, and other related materials needed for public meetings, policy and advisory committee meetings, focus groups, and summary reporting.

3. EXISTING CONDITIONS ANALYSIS

REVIEW PREVIOUS PLANS AND PUBLIC INPUT Foursquare ITP will contribute findings from other recent studies we have conducted, such as Bloomington Transit Route Optimization, to the review of previous plans and public input portion of this task. Our involvement in this task will ensure the forthcoming MTP builds upon a depth and breadth of existing studies. We will work with B&N and BMCMPPO to capture the most relevant previous work.

DEMOGRAPHIC AND COMMUNITY TRENDS We will also lead the demographic and community trends analysis, evaluating a variety of factors including transportation performance measures (e.g., traffic volumes, transit ridership, travel flows, funding) as well as factors that influence travel demand (e.g., employment and population density, zoning, first/last-mile connectivity, technology, socioeconomic factors). We will leverage existing data sources as much as possible for this analysis and supplement as needed with additional data collected from the U.S. Census Bureau, INDOT, BMCMPPO, the City of Bloomington, big data sources like Replica, and others. This trend analysis, coupled with the existing conditions assessment and resulting needs identified, will provide insight into how various trends will accentuate needs or potentially help address them.

TRANSPORTATION SYSTEM ANALYSIS Foursquare ITP will support B&N in conducting a detailed review of the existing transportation system, specifically the transit element. We will document features such as routes, stations, stops, amenities, and facilities using readily available GTFS data, GIS data, desktop research, and other sources. We will also document operational and environmental characteristics to convey the context in which transit service is provided. We will document service and performance statistics such as access and ridership. We will work closely with B&N and Toole to ensure all transit elements are well integrated with the roadway, active transportation, and intermodal elements.

EXISTING CONDITIONS SUMMARY We will assist B&N with presenting transportation system and demographic trend findings in a concise and user-friendly memorandum with relevant charts, maps, and infographics.

4. IDENTIFYING TRANSPORTATION SYSTEM NEEDS

Foursquare ITP will play a key role in identifying transportation system needs, particularly the transit system needs. In addition to soliciting system needs from stakeholders and the public, we will leverage our contributions to the existing conditions task, distilling and synthesizing key previously identified transit network needs. To inform transit system needs we will analyze transit propensity and travel flows to best understand where supply and demand may be mismatched. We will work closely with the full team to

ensure the transit analysis and transit needs dovetail with the holistic transportation system conditions and needs, including accounting for traffic and safety concerns.

We will support B&N in documenting the analysis and engagement findings in a memorandum. We will also provide spatial data for the ArcGIS online web map to ensure BMCMP staff and stakeholders can easily digest and review the full system needs.

5. DEVELOP RECOMMENDATIONS

Foursquare ITP will support the team in the project development and evaluation process, translating the needs identified in Task 4 into actionable recommendations. The proposed recommendations will focus on the transit system and opportunities for seamless integration with the broader transportation system. Each proposed recommendation will tie back to the overarching goals of the BMCMP and the MTP, including congestion mitigation, safety, mobility, equity, and quality of life.

We will focus on crafting recommendations that maximize impact and make strategic use of available resources. Factors such as employment density, household density, travel patterns, land use, and socioeconomic data all influence the viability of transit projects. We will work closely with B&N to create and apply a project prioritization framework that reflects the local environment, is consistent with the region's priorities, speaks to federal emphasis areas, and meets state-level expectations.

6. PERFORMANCE-BASED PLANNING

Evaluating the performance of MTP projects on the regional transportation system helps BMCMP better understand their impact and the extent to which these investments achieve desired outcomes and provide the best return on our investments. Foursquare ITP will support B&N in ensuring MTP reporting complies with federal requirements, as well as documenting the federal performance measures, adopted targets, and progress made to achieve those targets.

8. PLAN DEVELOPMENT

Foursquare ITP plays an integral role in the MTP planning process and as such, will contribute pithy and powerful summary information for inclusion in the final report and presentation. We will pay close attention to the terminology used, making sure an audience of technical readers and average residents can clearly understand the plan's vision and the blueprint to get there.

		Foursquare ITP Labor Costs				Total Labor Hours	Total Cost
		Boris Palchik <i>PIC</i> \$179.98	Aileen Daney <i>Project Manager</i> \$166.23	Ehab Ebeid <i>Transportation Planner / Data Scientist IV</i> \$110.30	Nicholas Bambino <i>Transportation Planner I</i> \$91.83		
Task	Description						
1	Project Management						
1.1	Project Management	4	22	4	4	34	\$5,185.50
	Task Total	4	22	4	4	34	\$5,185.50
2	Stakeholder and Public Engagement						
2.1	Stakeholder and Public Engagement	0	2	4	4	10	\$1,140.98
	Task Total	0	2	4	4	10	\$1,140.98
3	Existing Conditions Analysis						
3.1	Existing Conditions Analysis	4	14	44	44	106	\$11,940.86
	Task Total	4	14	44	44	106	\$11,940.86
4	Identify System Needs						
4.1	Identify System Needs	2	16	25	25	68	\$8,072.89
	Task Total	2	16	25	25	68	\$8,072.89
5	Develop Recommendations						
5.1	Develop Recommendations	8	24	40	44	116	\$13,881.88
	Task Total	8	24	40	44	116	\$13,881.88
6	Performance-Based Planning						
6.1	Performance-Based Planning	0	4	8	12	24	\$2,649.28
	Task Total	0	4	8	12	24	\$2,649.28
8	Plan Development						
8.1		4	12	22	22	60	\$7,161.54
	Task Total	4	12	22	22	60	\$7,161.54
	Total Hours	22	94	147	155	418	
	Total Labor Cost	\$3,959.56	\$15,625.62	\$16,214.10	\$14,233.65		
Total Project Costs							\$50,032.93

BLOOMINGTON-MONROE COUNTY MPO 2050 METROPOLITAN TRANSPORTATION PLAN SCOPE OF WORK

September 29, 2023

To: Erin Grushon, AICP

Organization: Burgess & Niple, Inc.

From: Drew Parker

Toole Design will support the Burgess & Niple team with the development of the Bloomington-Monroe County Metropolitan Planning Organization (BMCMPPO) 2050 Metropolitan Transportation Plan.

Scope of Services

Task 1. Project Management Approach

Toole Design will participate in up to six (6) 30-minute check-in meetings with Burgess & Niple staff to discuss progress and confirm near-term action items.

Toole Design will participate in up to six (6) 60-minute check-in meetings with BMCMPPO staff.

Toole Design will submit up to thirteen (13) monthly invoices and progress reports.

Task 1 Deliverables

- Up to (6) 30-minute check-in meetings with Burgess & Niple staff
- Up to (6) 60-minute check-in meetings with BMCMPPO staff
- Up to (13) monthly invoices and progress reports

Task 2. Engage Stakeholders and the Public

Toole Design will support Burgess & Niple staff with the development of public engagement materials, including:

- Contributions to focus group questions
- Summary content from pedestrian and bicycle analysis and recommendations to be used for public meetings (print and digital versions)
- Contributions to website content for pedestrian and bicycle elements

Task 2 Deliverables

- Focus group questions
- Summary maps, graphics, charts, and text for public meeting boards and presentations
- Website copy summarizing pedestrian and bicycle elements of the plan throughout the process

Task 3. Establish Existing Conditions

Toole Design will lead the pedestrian and bicycle element of Task 3.3 Transportation System Analysis. It is anticipated this will include the following tasks:

- Compile data needs request
- Organize pedestrian and bicycle data
- Map existing pedestrian and bicycle facilities
- Interpret results and provide write-ups summarizing these findings

Task 3 Deliverables

- Pedestrian and bicycle data needs request list
- Maps and write ups of existing pedestrian and bicycle facilities

Task 3 Assumptions

- Toole Design will not collect a new inventory of sidewalks, crossings, or bicycle facilities. Toole Design will use the best data available and rely on BMCMPPO to collect any additional data if desired.

Task 4. Identify Transportation System Needs

Toole Design will lead the bicycle/pedestrian needs analysis.

Task 4 Deliverables

- Summary list and map of pedestrian and bicycle needs

Task 5. Develop Recommendations

Toole Design will lead the development of bicycle/pedestrian recommendations. Toole Design will also identify evaluation metrics to measure progress on improving pedestrian and bicycle conditions in the region.

Task 5 Deliverables

- Draft and final pedestrian and bicycle infrastructure, policy, and program recommendations
- List of pedestrian and bicycle evaluation metrics

Task 8. Plan Development

Toole Design will provide written content and summary graphics for the pedestrian and bicycle elements to include in the draft and final plan. Toole Design will also comment on the safety analysis, needs, and recommendations sections written for the draft plan by Burgess & Niple. Toole Design will develop a branded final plan template with up to two (2) original graphics.

Task 8 Deliverables

- Draft and final written content and summary graphics for pedestrian and bicycle elements of the plan
- Branded final plan template with up to two (2) original graphics

Fee

The fee estimate for the scope of work outlined above is shown below.

Task	Fee (\$)
Task 1. Project Management Approach	\$2,932
Task 2. Engage Stakeholders and the Public	\$3,732
Task 3. Establish Existing Conditions	\$6,560
Task 4. Identify Transportation System Needs	\$2,432
Task 5. Develop Recommendations	\$4,068
Task 8. Plan Development	\$5,896
Total	\$25,620

Optional Tasks

Task 3.3.1 Transportation System Analysis – Level of Traffic Stress

If desired, Toole Design can develop a Bicycle Level of Traffic Stress (BLTS) analysis and a Pedestrian Crossing Level of Traffic Stress (PxLTS) analysis for the region. These analysis measure the level of comfort of the existing pedestrian and bicycle networks and can help identify gaps or key high-stress links that may be suppressing walking and bicycling trips. The cost for each analysis is \$4,888 for a total of \$9,776 to conduct both analyses.



City of Bloomington Fire Department

Respect - Integrity - Service - Excellence

"Saving Lives and Protecting Property with Honor and Professionalism"

TO: Board of Public Works

FROM: Max Litwin

DATE: 11/20/23

RE: FS#1 Contracts

Attached below are the recommendations for each bid package pertaining to the FS#1 project. Four packages were bid on to fulfill all needs produced by the project as a whole. Bid package three received one bid and was selected as such, though fifteen contractors were reached out to for bids. The remaining bids were recommended by Weddle Bros based on the lowest bid, as the scope of work from each was reviewed and verified to encompass the needs of the bid package. The credit application is applied to bid package 1 to reflect an alternate base garage door as opposed to a custom door, incurring a savings of \$28,000.

The bid package scopes are as follows:

1. General trades
2. Site work
3. Mechanical and plumbing
4. Electrical

BP-01	Fox Construction	\$	2,445,590.00
BP-02	Reed and Sons	\$	459,000.00
BP-03	HFI	\$	1,193,400.00
BP-04	Electric Plus	\$	465,000.00
	Total without alternate	\$	4,562,990.00
	Alternate #2 Deduct	\$	(28,000.00)
	Recommendation	\$	4,534,990.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Fox Construction

Contract Amount: \$2,445,590.00

Requisition #:

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: (All methods require at least 1 quote. Attach a quote or bid tabulation if applicable.)

- | | |
|--|--|
| <p><input type="checkbox"/> Request for Quote (RFQ)
 <i>< \$ 5,000 – only 1 quote req'd (IC 5-22-8-2(b))</i>
 <i>> \$ 5,000 – 3 quotes req'd (IC 5-22-8-3)</i></p> <p><input type="checkbox"/> Request for Proposal (RFP)
 <i>Any dollar amount, but we ask vendor to design scope of project (IC 5-22-2-28)</i></p> <p><input checked="" type="checkbox"/> Invitation to Bid (ITB)
 <i>> \$ 150,000, formal bid packet req'd, must be advertised twice in 2 publications (IC 5-22-2-14)</i></p> <p><input type="checkbox"/> Request for Qualifications (RFQu)
 <i>Any dollar amount; projects using design-build contractors (IC 5-30-5)</i></p> <p><input type="checkbox"/> Sole Source
 <i>Only 1 vendor can provide service or supplies needed (IC 5-22-10-13)</i></p> | <p><input type="checkbox"/> Software Programs or License Agreements
 <i>(IC 5-22-10-7)</i></p> <p><input type="checkbox"/> No Responsive Offer Received
 <i>1 or 2 vendors fail to respond (IC 5-22-10-10)</i></p> <p><input type="checkbox"/> Emergency Purchase
 <i>Must endanger public health, welfare, or safety (IC 5-22-10-4)</i></p> <p><input type="checkbox"/> Purchase Method Impairs Agency Function
 <i>Purchasing method seriously impairs function of the agency (IC 5-22-10-9)</i></p> <p><input type="checkbox"/> Not Applicable (NA)
 <i>< \$ 2,500 and using On-Call contract</i></p> <p><input type="checkbox"/> Other (Describe below)</p> |
|--|--|

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

# of Submittals:	3		Yes	No		Yes	No
Met city requirements?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <div style="border: 1px solid red; height: 100px; width: 100%;"></div>	<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 checked="" type="checkbox"/>	<input 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 (Include vendor names & bid amounts here, or if no vendors respond, include emails from vendors indicating they will not be providing a quote):

Fox Construction was selected as the lowest bidder and verified to encompass the full scope of work. Full list of bidders were as follows:

Building Associates - \$2,724,700
 Fox Construction - \$2,445,590.00
 Fox Construction BP1 & BP2 - \$2,932,590.00

Max Litwin

Print/Type Name

Deputy Chief

Print/Type Title

Fire

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

FOX CONSTRUCTION COMPANY, INC.

FOR

BLOOMINGTON FIRE STATION 1

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana (hereinafter CITY or OWNER), and Fox Construction Company, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Bid Package No. 1, with Alternate #2 Deduct, for Bloomington Fire Station 1. The building located at 300 E. 4th Street in Bloomington, Indiana (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per its 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" and the Addenda to the Bid Documents.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within Three Hundred Sixty-Five (365) 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 a base bid of Two Million Four Hundred Forty-Five Thousand Five Hundred Ninety Dollars and No Cents (\$2,445,590.00), with Alternate #2 deduct in the amount of Twenty-Eight Thousand Dollars and No Cents (-\$28,000.00) for a total amount not to exceed Two Million Four Hundred Seventeen Thousand Five Hundred Ninety Dollars and No Cents (\$2,417,590) 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, incorporated by reference. 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's Project Manager or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Project Manager**, The City's Project Manager, John Fernandez, shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager 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 **Retainage Amount and Escrow Agent**. The retainage amount withheld shall be held by the Bloomington Redevelopment Commission ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, 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. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. 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.

4.02 **Payment of Retainage Amount**. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board 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.

4.03 [Intentionally Omitted.]

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 Board or 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 Board or 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's Project Manager 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 Project Manager. The approval by the Project Manager 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 Project Manager.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Project Manager 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:

Bloomington Fire Department	Fox Construction Company, Inc.
Attn: Jason Moore	Attn: Anthony J. Fox
P.O. Box 100	6931 South Old State Road 37
Bloomington, Indiana 47402	Bloomington, IN 47403

Weddle Bros. Building Group		
c/o Chris Ciolli		
2182 W. Industrial Park Drive		
Bloomington, Indiana 47404		
With a copy to:		
City of Bloomington		
Legal Department		
c/o Heather Lacy		
401 N. Morton Street		
Bloomington, Indiana 47404		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

[Signature page follows]

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

DATE: _____

City of Bloomington

Board of Public Works

BY:

Kyla Cox Deckard, President

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

**October 9, 2023 CITY OF BLOOMINGTON – Bloomington Fire Department Station #1
Bid Package 01 –General Trades**



Section 03D - Bid Package 01 - Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Fire Department Station #1– Bid Document 00 (Bid Package Specification Requirements).

Bid Package 02 – General Trades

DIVISION 00 PROJECT MANUAL
All Project Manual Contents
DIVISION 01 GENERAL REQUIREMENTS
All Division 01 Contents
DIVISION 02 EXISTING CONDITIONS
SECTION 02 4100 Demolition
DIVISION 03 CONCRETE
SECTION 03 0516 – Under slab Vapor Barrier
SECTION 03 1000 - Concrete Forming and Accessories
SECTION 03 2000 - Concrete Reinforcing
SECTION 03 3000 - Cast-in-Place Concrete
SECTION 03 3511 - Concrete Floor Finishes
DIVISION 04 MASONRY
SECTION 04 2000 - Unit Masonry
SECTION 04 4316 - Structural Steel Framing
DIVISION 05 METALS
SECTION 05 1200 - Structural Steel Framing
SECTION 05 2100 - Steel Joist Framing
SECTION 05 3100 - Steel Decking
SECTION 05 4000 - Cold-Formed Metal Framing
SECTION 05 5100 – Metal Stairs
DIVISION 06 WOOD, PLASTICS, AND COMPOSITES
SECTION 06 1000 - Rough Carpentry
SECTION 06 2000 - Finish Carpentry
SECTION 06 2023 - Architectural Wood Casework
DIVISION 07 THERMAL AND MOISTURE PROTECTION
SECTION 07 1010 - General Roofing Considerations
SECTION 07 1113 – Bituminous Damp Proofing
SECTION 07 1325 – Self Adhering Sheet Waterproofing
SECTION 07 2100 - Thermal Insulation
SECTION 07 2126 - Blown Insulation
SECTION 07 2129 - Sprayed Insulation
SECTION 07 2500 - Weather Barriers

SECTION 07 4113 – Metal Roofing
SECTION 07 4243 – Fiber Cement Panels
SECTION 07 5300 - Elastomeric Membrane Roofing
SECTION 07 6200 - Sheet Metal Flashing and Trim
SECTION 07 7100 - Roof Specialties
SECTION 07 7123 – Manufactured Gutters and Downspouts
SECTION 07 7500 – Roof Drainage, Mechanical and Electrical
SECTION 07 7600 – Roof Paver System
SECTION 07 8400 - Firestopping
DIVISION 08 OPENINGS
SECTION 08 1113 - Hollow Metal Doors and Frames
SECTION 08 1416 - Flush Wood Doors
SECTION 08 3219 – Sliding Glass Patio Doors
SECTION 08 3513 - FF300 Four-Fold Door System - Base Bid
SECTION 08 4313 - Glazed Aluminum Storefronts
SECTION 08 7100 - Door Hardware
DIVISION 09 FINISHES
SECTION 09 2116 - Gypsum Board Assemblies
SECTION 09 3000 - Tiling
SECTION 09 5100 - Acoustical Ceilings
SECTION 09 5426 – Suspended Wood Ceilings
SECTION 09 6500 - Resilient Flooring
SECTION 096566 - Resilient Athletic Flooring
SECTION 096813 - Tile Carpeting
SECTION 09 9113 - Exterior Painting
SECTION 09 9123 - Interior Painting
SECTION 09 9600 - High Performance Coatings
DIVISION 10 SPECIALTIES
SECTION 10 1400 - Signage
SECTION 10 2601 - Wall and Corner Guards
SECTION 10 2800 - Toilet, Bath, and Laundry Accessories
SECTION 10 5113 - Metal Lockers
DIVISION 12 FURNISHINGS
SECTION 122413 - Window Shades
SECTION 12 3200 - Manufactured Wood Casework
SECTION 12 3600 -Countertops

Bloomington Fire Department Station #1
BP-01 GENERAL TRADES
Thursday, September 7, 2023

- B. Provide and install **Bid Package 01 – General Trades** - for the City of Bloomington – Bloomington Fire Department Station #1, as defined by the project documents. This shall specifically include, but not be limited to:
1. Contractor shall provide building permit.
 2. Contractor shall be responsible for final cleaning.
 3. Contractor to provide an onsite office trailer or job box for the WBBG project superintendent minimum size 10'Lx8'Wx8'-6T". Must have working outlets, interior lighting and heating and cooling, lockable pedestrian door with deadbolt and operable window.
 4. Contractor to provide complete turn-key General Trades package.
 5. Contractor shall provide all cast-in-place concrete within the building lines inclusive of grade beams, footings, pile caps, mats, pits, piers, mud sills, foundation walls, slabs-on-grade, slabs-on-metal deck, elevated slabs, beams, columns, shear walls, curbs, pads, loading dock associated concrete, concrete metal pan stairs, etc.
 6. Contractor to provide all engineering and layout as required for the execution of this work.
 7. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
 8. Contractor shall provide any soil treatment/termite protection if required.
 9. Contractor to provide all excavation for footings, pile caps, sills, foundations, and other work included in this bid package. Mass excavation of the site shall be provided by Bid Package 01 – Site Clearing, Earthwork & Site Utilities.
 10. Contractor shall provide dewatering as necessary to complete its work.
 11. Contractor shall provide all backfill of its own work inclusive of foundation walls to final subgrade elevations.
 12. Contractor shall provide all granular fill, vapor barrier, and other under slab requirements as required.
 13. Contractor shall provide all concrete formwork and accessories. Final cleaning of all formwork immediately prior to placement of concrete shall be accomplished.
 14. Contractor shall provide all reinforcing steel, wire mesh, lenton couplers, cad-welds, drilling, epoxy, and accessories as required.
 15. Contractor shall provide for the installation of all concrete inserts, embedded anchors, angles, plates, accessories, etc. as indicated or required for other bid packages (i.e. anchor bolts, dovetail slot, coil bolts, etc.). Miscellaneous steel and anchor bolts shall be provided by the appropriate Bid Package 03 – Structural Steel.
 16. Contractor shall provide all concrete finishing inclusive of floating, troweling, pointing, patching, rubbing, grinding, chipping, staining, patterning, polishing, hardeners, and any other special concrete finishes as required.
 17. Contractor shall provide all waterproofing and damp proofing at concrete walls, pits, and/or slabs-on-grade.
 18. Contractor shall provide all foundation and under slab drainage systems, with porous granular fill, piping and geotextile fabric, vapor barriers, drainage mat, etc.

Bloomington Fire Department Station #1

GENERAL TRADES

18. Contractor shall provide all rigid insulation on the fill side of foundation walls, grade beams and under slabs-on-grade as required.
19. Contractor shall provide all caulking, sealants, and firestopping as required for this bid package scope of work.
20. Contractor shall provide all concrete grout for column base plates, elevator sills, equipment pits, expansion joints, etc.
21. Contractor shall provide all shoring and bracing as required.
22. Contractor, upon placement of slabs for the steel structure, shall provide wooden toe boards at perimeter and all openings as required. Verify existing perimeter and floor opening barricades are secure. If barricades are not secure, then replace, re-secure, or provide new. If new barricades are necessary, provide intermediate posts at a minimum of 10' o.c. Provide turnbuckles for removable areas for staging materials as directed by Weddle. Include safety flagging at a minimum of 6' o.c. Install toe boards immediately upon the creation of the opening or edge condition. Maintain toe boards throughout the duration of this bid package and/or as directed by Weddle.
23. Contractor shall provide all expansion joints and covers embedded within this work.
24. Contractor shall provide all concrete saw cutting as required.
25. Contractors shall work with the BP-08 and BP-09 to provide all necessary temporary power, water, and lighting as required for construction of this work.
26. Contractor shall provide all ramps and ladders as required for general use.
27. Contractor shall provide any provision necessary for cold weather work as required. Provisions to be inclusive of hot water, temporary heat, enclosures, blankets, etc.
28. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work. This contractor shall be responsible for maintaining as-builts throughout the project. Documents shall be kept in a central location and readily available for the Contractor to review.
29. Contractor shall provide any provision necessary for warm weather work as required.
30. Contractors shall provide protection of adjacent surfaces from concrete spillage. Should adjacent surfaces be affected, remove all splatters and spillage while restoring surfaces to original condition or replace.
31. Contractor shall provide clean up and off-site disposal of all excess concrete, formwork, reinforcing steel, and unused excavated materials resulting from this work.
32. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

ATTACHMENT 'B'

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*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 _____)

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

Printed Name

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
and
FOX CONSTRUCTION COMPANY, INC.

This Addendum to the Agreement between City of Bloomington and Fox Construction Company, Inc. for Bloomington Fire Station 1 (the “Addendum”) is made and entered into on November ____, 2023, by and between the City of Bloomington (the “City”), and Fox Construction Company, Inc. (“Contractor”).

WHEREAS, the parties entered in that certain Agreement between City of Bloomington and Fox Construction Company, Inc. for Bloomington Fire Station 1 approved by the City of Bloomington Board of Public Works on November 21, 2023 (the “Agreement”);

WHEREAS, pursuant to Article 4 of the Agreement, Owner requires retainage be held for contracts in excess of \$100,000.00 and for which Contractor requested Progressive Payments;

WHEREAS, pursuant to Article 4.01, Contractor has the option to have the retainage either held by the City of Bloomington or placed in an escrow account with an escrow agent; and

WHEREAS, if Contractor opts to have the retainage placed in an escrow account, Yellow Cardinal Advisory Group, Columbus, Indiana shall serve as the escrow agent.

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

1. This Addendum amends and modifies the Agreement as follows:

a. Contractor elects the following option for the retainage:

_____ Retainage will be held by the City of Bloomington. Contractor acknowledges and agrees that no interest will be earned or payable on the retainage held by the City.

_____ Retainage will be placed in an escrow account pursuant to Article 4 of the Agreement and the escrow agreement executed by the City and Contractor and attached hereto as **Attachment E**, and incorporated herein by reference.

2. **Integration.** This Addendum and its exhibits are an integrated component of the Agreement.

3. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.

4. All other provisions of the Agreement remain in full force and effect.



City of Bloomington Fire Department

Respect - Integrity - Service - Excellence

"Saving Lives and Protecting Property with Honor and Professionalism"

TO: Board of Public Works

FROM: Max Litwin

DATE: 11/20/23

RE: FS#1 Contracts

Attached below are the recommendations for each bid package pertaining to the FS#1 project. Four packages were bid on to fulfill all needs produced by the project as a whole. Bid package three received one bid and was selected as such, though fifteen contractors were reached out to for bids. The remaining bids were recommended by Weddle Bros based on the lowest bid, as the scope of work from each was reviewed and verified to encompass the needs of the bid package. The credit application is applied to bid package 1 to reflect an alternate base garage door as opposed to a custom door, incurring a savings of \$28,000.

The bid package scopes are as follows:

1. General trades
2. Site work
3. Mechanical and plumbing
4. Electrical

BP-01	Fox Construction	\$	2,445,590.00
BP-02	Reed and Sons	\$	459,000.00
BP-03	HFI	\$	1,193,400.00
BP-04	Electric Plus	\$	465,000.00
	Total without alternate	\$	4,562,990.00
	Alternate #2 Deduct	\$	(28,000.00)
	Recommendation	\$	4,534,990.00

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

REED AND SONS CONSTRUCTION, INC.

FOR

BLOOMINGTON FIRE STATION 1

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana (hereinafter CITY), and Reed and Sons Construction, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Bid Package No. 2 for Bloomington Fire Station 1. The building located at 300 E. 4th Street in Bloomington, Indiana (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per its 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" and the Addenda to the Bid Documents.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within Three Hundred Sixty-Five (365) 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 an amount not to exceed Four Hundred Fifty-Nine Thousand Dollars and Zero Cents (\$459,000.00) 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, incorporated by reference. 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's Project Manager or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Project Manager**, The City's Project Manager, John Fernandez, shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager 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 **Retainage Amount and Escrow Agent**. The retainage amount withheld shall be held by the Bloomington Redevelopment Commission ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, 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. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. 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.

4.02 **Payment of Retainage Amount**. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board 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.

4.03 [Intentionally Omitted.]

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 Board or 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 Board or 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's Project Manager 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence 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 Project Manager. The approval by the Project Manager 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 Project Manager.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Project Manager 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:

Bloomington Fire Department	Reed and Sons Construction, Inc.
Attn: Jason Moore	Attn: R. Shannon Reed
P.O. Box 100	299 W. Moorman Road
Bloomington, Indiana 47402	Bloomington, IN 47403

Weddle Bros. Building Group		
c/o Chris Ciolli		
2182 W. Industrial Park Drive		
Bloomington, Indiana 47404		
With a copy to:		
City of Bloomington		
Legal Department		
c/o Heather Lacy		
401 N. Morton Street		
Bloomington, Indiana 47404		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

[Signature page follows]

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

DATE: _____

City of Bloomington

Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Printed Name

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

**CITY OF BLOOMINGTON – Bloomington Fire Department Station #1
 Bid Package 02 – Sitework October 9, 2023**



Section 03D - Bid Package 02 - Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Fire Department Station #1 – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 02 – Sitework

DIVISION 01 GENERAL REQUIREMENTS
All Division 01 Contents
DIVISION 02 EXISTING CONDITIONS
SECTION 02 4100 Demolition (sitework items withing scope)
DIVISION 31 – EARTHWORK
SECTION 31 1000 - Site Clearing
SECTION 31 2200 - Grading
SECTION 31 2316 – Excavation
SECTION 31 2323– Fill
DIVISION 32 – EXTERIOR IMPROVEMENTS
SECTION 32 1216 - Asphalt Paving
SECTION 321313 - Concrete Paving
SECTION 32 1623 - Sidewalks
SECTION 32 3123 - Plastic Fences and Gates
SECTION 32 9219 - Seeding
DIVISION 33 – UTILITIES
SECTION 33 1416 - Site Water Utility Distribution
SECTION 33 3113 - Site Sanitary Sewerage Gravity Piping
SECTION 33 4211 - Storm Gravity Piping
SECTION 33 7119 - Electrical Unground Ducts and Manholes
SECTION 33 4419 - Utility Stormwater Treatment

B. Provide and install **Bid Package 02 –Sitework** for the City of Bloomington – Bloomington Fire Department Station #1 as defined by the project documents. This shall specifically include, but not be limited to:

1. The subcontractor shall furnish all labor, tools, hoisting, equipment, supplies, supervision, engineering, and all incidentals, all-inclusive of overhead and profit necessary to furnish and install complete, unless specifically stated to the contrary within this document, the Scope of Work defined within the Contract Documents as identified in the Document and Drawing Listing, codes and Authorities Having Jurisdiction (AHJ). This package shall include all elements required for a fully functional system whether expressed or implied.
2. The Contractor shall be responsible for installing and maintaining all temporary site access drives, roads and/or walkways up to the entrance of the building footprint and temporary laydown areas.
3. Provide and install a complete **Site Clearing and Earthwork** scope for the Trades District Technology

Center as defined by the project documents. This shall specifically include, but not be limited to:

- a. Street Closures, Flagging, Road Plates, permits related to the site demolition and grading work indicated in the documents.
 - b. Site Entrance, Erosion Control, SWPPP Implementation and Maintenance
 - c. Site Demo and Clearing
 - d. Rough Grading
 - i. Including any mass excavation required for work.
 - ii. Includes grading building pad to subgrade.
 - iii. Includes grading site concrete work to subgrade.
 - e. Finish Grading
 - f. Topsoil Placement and Grading
 - g. Stabilization and Seeding work as required.
4. Layout of all areas where the work applies. Control points will be provided by Others.
 5. All excess excavated materials (non-hazardous) must be hauled off and disposed of lawfully at an approved dumpsite. All federal, state, and local codes and regulations are to be followed. The Subcontractor is responsible for all hauling of materials excavated by this subcontract, and any applicable fees, required to complete the work.
 6. Contractor includes complete backfill of all excavations. A full environmental analysis of the current soil conditions has not been completed at this time. contractor is to assume all material is non-hazardous and can be exported per local regulations. See Unit Costs at the end of this document for requested unit costs related to disposal of material that is considered hazardous.
 7. Temporary power will not be available at the time this work is to be performed. contractor shall anticipate operating off generators or other appropriate equipment for their operations. The contractor's operations shall not be dependent on any temporary construction electrical power supplied by the Owner or Contractor.
 8. This contractor is responsible for all hoisting that may be required for the performance of this Scope of Work. This includes cranes, forklifts, man lifts, scaffolding, ladders, operators, traffic control, barricades, flagmen, labor and material for rigging, timber matting or steel plate as required for stability of cranes, equipment and personnel certifications/inspections, and other incidental equipment associated with material hoisting for this Scope of Work. Crane locations shall be coordinated with the Contractor before erection. This Subcontractor shall be responsible for the verification of subgrade stability. Provide all equipment and load testing, including weights, required to comply with all applicable codes and safety requirements before the construction use of each crane. Include application and procurement of all necessary permits, including but not limited to highway trucking permits, road closure permits, and FAA permits (including annual renewal) as required by Federal, State, and Local codes and the Contract Documents. Provide all work associated with the installation and maintenance of all permit requirements. Any crane path must be coordinated to avoid imposing loads on adjacent foundations or below-grade components.
 9. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage more than the value of the work.
 10. Contractors shall provide a minimum two-year warranty. These warranties shall start on the day of SUBSTANTIAL COMPLETION and NOT the day the equipment/work was shipped, completed, started, or any other day (even if the specification states another day). Each Bid Item subcontractor shall include any extra costs in the base bid to extend the manufacturer's warranty if the manufacturer's standard warranty does not start on the date of substantial completion.
 11. Obtain any necessary permits (**ROW Permit**) other than the overall building permit.
 12. Contractor is responsible for maintaining all landscaping including continued watering until plants are established.
 13. The specification sections identified on the attached *Specification Assignment Worksheet* and portions of specifications as may be inferred from the Scope of Work outlined herein are included in this scope of work.
 14. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

ATTACHMENT 'B'

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*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 _____)

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
and
REED AND SONS CONSTRUCTION, INC.

This Addendum to the Agreement between City of Bloomington and Reed and Sons Construction, Inc. for Bloomington Fire Station 1 (the “Addendum”) is made and entered into on November ____, 2023, by and between the City of Bloomington (the “City”), and Reed and Sons Construction, Inc. (“Contractor”).

WHEREAS, the parties entered in that certain Agreement between City of Bloomington and Reed and Sons Construction, Inc. for Bloomington Fire Station 1 approved by the City of Bloomington Board of Public Works on November 21, 2023 (the “Agreement”);

WHEREAS, pursuant to Article 4 of the Agreement, Owner requires retainage be held for contracts in excess of \$100,000.00 and for which Contractor requested Progressive Payments;

WHEREAS, pursuant to Article 4.01, Contractor has the option to have the retainage either held by the City of Bloomington or placed in an escrow account with an escrow agent; and

WHEREAS, if Contractor opts to have the retainage placed in an escrow account, Yellow Cardinal Advisory Group, Columbus, Indiana shall serve as the escrow agent.

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

1. This Addendum amends and modifies the Agreement as follows:

a. Contractor elects the following option for the retainage:

_____ Retainage will be held by the City of Bloomington. Contractor acknowledges and agrees that no interest will be earned or payable on the retainage held by the City.

_____ Retainage will be placed in an escrow account pursuant to Article 4 of the Agreement and the escrow agreement executed by the City and Contractor and attached hereto as **Attachment E**, and incorporated herein by reference.

2. **Integration.** This Addendum and its exhibits are an integrated component of the Agreement.

3. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.

4. All other provisions of the Agreement remain in full force and effect.



City of Bloomington Fire Department

Respect - Integrity - Service - Excellence

"Saving Lives and Protecting Property with Honor and Professionalism"

TO: Board of Public Works

FROM: Max Litwin

DATE: 11/20/23

RE: FS#1 Contracts

Attached below are the recommendations for each bid package pertaining to the FS#1 project. Four packages were bid on to fulfill all needs produced by the project as a whole. Bid package three received one bid and was selected as such, though fifteen contractors were reached out to for bids. The remaining bids were recommended by Weddle Bros based on the lowest bid, as the scope of work from each was reviewed and verified to encompass the needs of the bid package. The credit application is applied to bid package 1 to reflect an alternate base garage door as opposed to a custom door, incurring a savings of \$28,000.

The bid package scopes are as follows:

1. General trades
2. Site work
3. Mechanical and plumbing
4. Electrical

BP-01	Fox Construction	\$	2,445,590.00
BP-02	Reed and Sons	\$	459,000.00
BP-03	HFI	\$	1,193,400.00
BP-04	Electric Plus	\$	465,000.00
	Total without alternate	\$	4,562,990.00
	Alternate #2 Deduct	\$	(28,000.00)
	Recommendation	\$	4,534,990.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Contract Amount:
 Requisition #:

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: (All methods require at least 1 quote. Attach a quote or bid tabulation if applicable.)

- | | |
|--|---|
| <input type="checkbox"/> Request for Quote (RFQ)
<i>< \$ 5,000 – only 1 quote req'd (IC 5-22-8-2(b))</i>
<i>> \$ 5,000 – 3 quotes req'd (IC 5-22-8-3)</i> | <input type="checkbox"/> Software Programs or License Agreements
<i>(IC 5-22-10-7)</i> |
| <input type="checkbox"/> Request for Proposal (RFP)
<i>Any dollar amount, but we ask vendor to design scope of project (IC 5-22-2-28)</i> | <input type="checkbox"/> No Responsive Offer Received
<i>1 or 2 vendors fail to respond (IC 5-22-10-10)</i> |
| <input checked="" type="checkbox"/> Invitation to Bid (ITB)
<i>> \$ 150,000, formal bid packet req'd, must be advertised twice in 2 publications (IC 5-22-2-14)</i> | <input type="checkbox"/> Emergency Purchase
<i>Must endanger public health, welfare, or safety (IC 5-22-10-4)</i> |
| <input type="checkbox"/> Request for Qualifications (RFQu)
<i>Any dollar amount; projects using design-build contractors (IC 5-30-5)</i> | <input type="checkbox"/> Purchase Method Impairs Agency Function
<i>Purchasing method seriously impairs function of the agency (IC 5-22-10-9)</i> |
| <input type="checkbox"/> Sole Source
<i>Only 1 vendor can provide service or supplies needed (IC 5-22-10-13)</i> | <input type="checkbox"/> Not Applicable (NA)
<i>< \$ 2,500 and using On-Call contract</i> |
| | <input type="checkbox"/> Other (Describe below) |

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

# of Submittals: <input type="text" value="1"/>	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"/>	Only one bid was received for this bid package.	<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 checked="" type="checkbox"/>	<input 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 (Include vendor names & bid amounts here, or if no vendors respond, include emails from vendors indicating they will not be providing a quote):

HFI was selected as the only vendor to submit a bid. They have been verified to encompass the full scope of work. A total of 15 vendors were invited to submit bids, including Riverway, SR Mechanical, Irish Mechanical, QPH Mechanical, Sexon Mechanical, Dunlap, Heflin, HFI, Mech Tech, North Mechanical, Blue Fox, Deem, Commercial Services, Godby Heating and Plumbing.

Max Litwin	Deputy Chief	Fire
Print/Type Name	Print/Type Title	Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

HARRELL-FISH, INC.

FOR

BLOOMINGTON FIRE STATION 1

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana (hereinafter CITY), and Harrell-Fish, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Bid Package No. 3 for Bloomington Fire Station 1. The building located at 300 E. 4th Street in Bloomington, Indiana (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per its 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" and the Addenda to the Bid Documents.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within Three Hundred Sixty-Five (365) 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 an amount not to exceed One Million One Hundred Ninety-Three Thousand Four Hundred Ninety Dollars and Zero Cents (\$1,193,400.00) 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, incorporated by reference. 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's Project Manager or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Project Manager**, The City's Project Manager, John Fernandez, shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager 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 **Retainage Amount and Escrow Agent**. The retainage amount withheld shall be held by the Bloomington Redevelopment Commission ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, 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. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. 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.

4.02 **Payment of Retainage Amount**. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board 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.

4.03 [Intentionally Omitted.]

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 Board or 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 Board or 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's Project Manager 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence 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 Project Manager. The approval by the Project Manager 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 Project Manager.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Project Manager 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:

Bloomington Fire Department	Harrell-Fish, Inc.
Attn: Jason Moore	Attn: Stephen B. Schlegel
P.O. Box 100	P.O. Box 1998
Bloomington, Indiana 47402	Bloomington, IN 47402

Weddle Bros. Building Group		
c/o Chris Ciolli		
2182 W. Industrial Park Drive		
Bloomington, Indiana 47404		
With a copy to:		
City of Bloomington		
Legal Department		
c/o Heather Lacy		
401 N. Morton Street		
Bloomington, Indiana 47404		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

[Signature page follows]

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

DATE: _____

City of Bloomington

Board of Public Works

BY:

Kyla Cox Deckard, President

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

CITY OF BLOOMINGTON – Bloomington Fire Department Station #1
Bid Package 03 – Plumbing & HVAC
DATE October 9, 2023



Section 03D - Bid Package Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Fire Department Station #1– Bid Document 00 (Bid Package Specification Requirements).

Bid Package 03– Fire Suppression, Plumbing & HVAC,

DIVISION 01 GENERAL REQUIREMENTS
All Division 01 Contents
DIVISION 02 EXISTING CONDITIONS
SECTION 02 4100 Demolition
DIVISION 11 Equipment
SECTION 11 4000 – Foodservice Equipment
DIVISION 21 – FIRE SURPRESSION (Design, Calculations, and Installation)
DIVISION 22 - PLUMBING
SECTION 22 0010 - Basic Plumbing Material and Methods
SECTION 22 0516 - Expansion Fittings and Loops for Plumbing Piping
SECTION 22 0517 - Sleeves and Sleeve Seals for Plumbing Piping
SECTION 22 0523 - General-Duty Valves for Plumbing Piping
SECTION 22 0529 - Mechanical Hangers and Supports
SECTION 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment
SECTION 22 0553 - Identification for Plumbing Piping and Equipment
SECTION 22 0719 - Plumbing Piping Insulation
SECTION 22 1005 - Plumbing Piping
SECTION 22 1006 - Plumbing Piping Specialties
SECTION 22 1123 - Domestic Water Pumps
SECTION 22 3000 - Plumbing Equipment
SECTION 22 4000 - Plumbing Fixtures
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
SECTION 23 0010 - Basic Plumbing Materials and Methods
SECTION 23 0529 - Hangers and Supports for HVAC Piping and Equipment
SECTION 23 0548 Sequence of Operation
SECTION 23 0593 - Testing, Adjusting, and Balancing for HVAC
SECTION 23 0713 - Duct Insulation
SECTION 23 0913 - Instrumentation and Control Devices for HVAC
SECTION 23 0923 - Direct-Digital Control Devices for HVAC
SECTION 23 1123 - Facility Natural-Gas Piping
SECTION 23 2300 - Refrigerant Piping

SECTION 23 3100 - HVAC Ducts and Casings
SECTION 23 3300 - Air Duct Accessories
SECTION 23 3423 - HVAC Power Ventilators
SECTION 23 3600 - Air Terminal Units
SECTION 23 3700 - Air Outlets and Inlets
SECTION 23 3813 - Commercial - Kitchen Hoods
SECTION 23 7416 - Packaged Rooftop Air-Conditioning Units
SECTION 23 7433 - Dedicated Outdoor Air Units
SECTION 23 8126.13 - Small-Capacity Split System Air Conditioners
SECTION 23 8200 - Convection Heating and Cooling

-
- B. Provide and install **Bid Package 03 – Fire Suppression, Plumbing & HVAC** for the City of Bloomington Fire Department Station #1 as defined by the project documents. This shall specifically include, but not be limited to:
1. Contractor to provide complete turnkey, Fire suppression, Plumbing & HVAC package.
 2. Contractor responsible for providing a temporary source of water.
 3. Required firestopping related to this scope of work at all penetrations through fire rated assemblies.
 4. All labor and materials to complete the entirety of Divisions 21, 22 and 23 per the drawings and specifications.
 5. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
 6. Obtain any necessary permits for scope of work other than the overall building permit.
 7. Contractor responsible for all testing and balancing for plumbing and HVAC systems.
 8. Compaction required as the result of any trenching, backfilling or placement of fill or subbases are the responsibility of the subcontractor.
 9. The contractor shall provide clean-up and off-site disposal of all excess materials resulting from this scope of work.
 10. The contractor shall provide protection of adjacent surfaces that may be impacted from scope of work, remove all splatters and spillage while restoring surfaces to original condition or replace.
 11. Contractors shall provide all concrete saw cutting or core drilling as required for this scope of work.
 12. The contractor responsible for all underground inspections required for this scope of work.
 13. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work.
 14. Contractor responsible for providing cooling and humidity control to enclosed facility as required.
 15. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

ATTACHMENT 'B'

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*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 _____)

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

Printed Name

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
and
HARRELL-FISH, INC.

This Addendum to the Agreement between City of Bloomington and Harrell-Fish, Inc. for Bloomington Fire Station 1 (the “Addendum”) is made and entered into on November __, 2023, by and between the City of Bloomington (the “City”), and Harrell-Fish, Inc. (“Contractor”).

WHEREAS, the parties entered in that certain Agreement between City of Bloomington and Harrell-Fish, Inc. for Bloomington Fire Station 1 approved by the City of Bloomington Board of Public Works on November 21, 2023 (the “Agreement”);

WHEREAS, pursuant to Article 4 of the Agreement, Owner requires retainage be held for contracts in excess of \$100,000.00 and for which Contractor requested Progressive Payments;

WHEREAS, pursuant to Article 4.01, Contractor has the option to have the retainage either held by the City of Bloomington or placed in an escrow account with an escrow agent; and

WHEREAS, if Contractor opts to have the retainage placed in an escrow account, Yellow Cardinal Advisory Group, Columbus, Indiana shall serve as the escrow agent.

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

1. This Addendum amends and modifies the Agreement as follows:
 - a. Contractor elects the following option for the retainage:

_____ Retainage will be held by the City of Bloomington. Contractor acknowledges and agrees that no interest will be earned or payable on the retainage held by the City.

_____ Retainage will be placed in an escrow account pursuant to Article 4 of the Agreement and the escrow agreement executed by the City and Contractor and attached hereto as **Attachment E**, and incorporated herein by reference.
2. **Integration.** This Addendum and its exhibits are an integrated component of the Agreement.
3. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.
4. All other provisions of the Agreement remain in full force and effect.



City of Bloomington Fire Department

Respect - Integrity - Service - Excellence

"Saving Lives and Protecting Property with Honor and Professionalism"

TO: Board of Public Works
FROM: Max Litwin
DATE: 11/20/23
RE: FS#1 Contracts

Attached below are the recommendations for each bid package pertaining to the FS#1 project. Four packages were bid on to fulfill all needs produced by the project as a whole. Bid package three received one bid and was selected as such, though fifteen contractors were reached out to for bids. The remaining bids were recommended by Weddle Bros based on the lowest bid, as the scope of work from each was reviewed and verified to encompass the needs of the bid package. The credit application is applied to bid package 1 to reflect an alternate base garage door as opposed to a custom door, incurring a savings of \$28,000.

The bid package scopes are as follows:

1. General trades
2. Site work
3. Mechanical and plumbing
4. Electrical

BP-01	Fox Construction	\$	2,445,590.00
BP-02	Reed and Sons	\$	459,000.00
BP-03	HFI	\$	1,193,400.00
BP-04	Electric Plus	\$	465,000.00
	Total without alternate	\$	4,562,990.00
	Alternate #2 Deduct	\$	(28,000.00)
	Recommendation	\$	4,534,990.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Electric Plus

Contract Amount: \$465,000.00

Requisition #:

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: (All methods require at least 1 quote. Attach a quote or bid tabulation if applicable.)

Request for Quote (RFQ)
< \$ 5,000 – only 1 quote req'd (IC 5-22-8-2(b))
> \$ 5,000 – 3 quotes req'd (IC 5-22-8-3)

Request for Proposal (RFP)
Any dollar amount, but we ask vendor to design scope of project (IC 5-22-2-28)

Invitation to Bid (ITB)
> \$ 150,000, formal bid packet req'd, must be advertised twice in 2 publications (IC 5-22-2-14)

Request for Qualifications (RFQu)
Any dollar amount; projects using design-build contractors (IC 5-30-5)

Sole Source
Only 1 vendor can provide service or supplies needed (IC 5-22-10-13)

Software Programs or License Agreements
(IC 5-22-10-7)

No Responsive Offer Received
1 or 2 vendors fail to respond (IC 5-22-10-10)

Emergency Purchase
Must endanger public health, welfare, or safety (IC 5-22-10-4)

Purchase Method Impairs Agency Function
Purchasing method seriously impairs function of the agency (IC 5-22-10-9)

Not Applicable (NA)
< \$ 2,500 and using On-Call contract

Other (Describe below)

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

3. State why this vendor was selected to receive the award and contract (Include vendor names & bid amounts here, or if no vendors respond, include emails from vendors indicating they will not be providing a quote):

Electric Plus was selected as the lowest bidder and verified to encompass the full scope of work. Full list of bidders were as follows:

Industrial Electric - \$599,475.00
 Cassady Electric - \$517,200.00
 Electric Plus - \$465,000.00
 Woods Electric - \$517,750.00

Max Litwin

Print/Type Name

Deputy Chief

Print/Type Title

Fire

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

ELECTRIC PLUS, INC.

FOR

BLOOMINGTON FIRE STATION 1

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana (hereinafter CITY), and Electric Plus, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Bid Package No. 4 for Bloomington Fire Station 1. The building located at 300 E. 4th Street in Bloomington, Indiana (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per its 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" and the Addenda to the Bid Documents.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within Three Hundred Sixty-Five (365) 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 an amount not to exceed Four Hundred Sixty-Five Thousand Dollars and Zero Cents (\$465,000.00) 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, incorporated by reference. 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's Project Manager or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Project Manager**, The City's Project Manager, John Fernandez, shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager 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 **Retainage Amount and Escrow Agent**. The retainage amount withheld shall be held by the Bloomington Redevelopment Commission ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, 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. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. 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.

4.02 **Payment of Retainage Amount**. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board 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.

4.03 [Intentionally Omitted.]

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 Board or 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 Board or 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's Project Manager 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence 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 Project Manager. The approval by the Project Manager 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 Project Manager.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Project Manager 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:

Bloomington Fire Department	Electric Plus, Inc.
Attn: Jason Moore	Attn: Timothy A. Whicker
P.O. Box 100	173 S. CR 525
Bloomington, Indiana 47402	Avon, IN 46123

Weddle Bros. Building Group		
c/o Chris Ciolli		
2182 W. Industrial Park Drive		
Bloomington, Indiana 47404		
With a copy to:		
City of Bloomington		
Legal Department		
c/o Heather Lacy		
401 N. Morton Street		
Bloomington, Indiana 47404		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

[Signature page follows]

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

DATE: _____

City of Bloomington

Board of Public Works

BY:

Kyla Cox Deckard, President

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

CITY OF BLOOMINGTON – TRADE DISTRICT TECHNOLOGY CENTER
Bid Package 04 – Electrical & Communications
DATE October 9, 2023



Section 03D - Bid Package Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with City of Bloomington Fire Department Station #1– Bid Document 00 (Bid Package Specification Requirements).

Bid Package 04 – Electrical & Communications

DIVISION 00 PROJECT MANUAL
All Project Manual Contents
DIVISION 01 GENERAL REQUIREMENTS
All Division 01 Contents
DIVISION 26 - ELECTRICAL
SECTION 26 0505 - Selective Demolition for Electrical
SECTION 26 0519 - Low-voltage Electrical Power Conductors and Cables (600v & Less)
SECTION 26 0526 - Grounding and Bonding for Electrical Systems
SECTION 26 0529 - Hangers and Supports for Electrical System
SECTION 26 0533.13 - Conduit for Electrical Systems
SECTION 26 0533.16 - Boxes for Electrical Systems
SECTION 26 0533.23 - Surface Raceways for Electrical Systems
SECTION 26 0553 -Identification for Electrical Systems
SECTION 26 0573 - Overcurrent Protective Devices Coordination Study
SECTION 26 0583 - Wiring Connections
SECTION 26 0923 - Lighting Control Devices
SECTION 26 2416 - Panelboards
SECTION 26 2726 - Wiring Devices
SECTION 26 3600 - Transfer Switches
SECTION 26 5100 - Interior Lighting
SECTION 26 5600 - Exterior Lighting
DIVISION 27 - COMMUNICATIONS
SECTION 27 0529 – Hangers and Supports for Communication Systems
SECTION 27 1000 - Structured Cabling
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY
SECTION 28 4600 - Fire Detection and Alarm

B. Provide and install **Bid Package 4 – Electrical, Communications** for the City of Bloomington – Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide complete turn-key Electrical, Communications & Access Control package.

2. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
3. All labor and materials to complete the entirety of Divisions 26, 27 and 28 per the drawings and specifications.
4. Contractor shall provide and maintain all temporary electrical services including temporary lighting and power sources.
5. Light pole bases, cast-in-place or pre-cast shall be included in the cost of electrical work. Pre-cast required above grade.
6. All layout points, grades and elevations required for work in this bid package are the responsibility of the subcontractor.
7. Compaction required as the result of any trenching, backfilling or placement of fill or subbases are the responsibility of the subcontractor.
8. Motor starters that are not provided for under Division 23.
9. Light wires.
10. Obtain any necessary permits for scope of work other than the overall building permit.
11. Connections to mechanical equipment.
12. Fire stopping at all electrical wall penetrations thru fire rated partitions.
13. The contractor shall provide clean-up and off-site disposal of all excess materials resulting from this scope of work.
14. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage more than the value of the work.
15. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

ATTACHMENT 'B'

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*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 _____)

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
and
ELECTRIC PLUS, INC.

This Addendum to the Agreement between City of Bloomington and Electric Plus, Inc. for Bloomington Fire Station 1 (the “Addendum”) is made and entered into on November ____, 2023, by and between the City of Bloomington (the “City”), and Electric Plus, Inc. (“Contractor”).

WHEREAS, the parties entered in that certain Agreement between City of Bloomington and Electric Plus, Inc. for Bloomington Fire Station 1 approved by the City of Bloomington Board of Public Works on November 21, 2023 (the “Agreement”);

WHEREAS, pursuant to Article 4 of the Agreement, Owner requires retainage be held for contracts in excess of \$100,000.00 and for which Contractor requested Progressive Payments;

WHEREAS, pursuant to Article 4.01, Contractor has the option to have the retainage either held by the City of Bloomington or placed in an escrow account with an escrow agent; and

WHEREAS, if Contractor opts to have the retainage placed in an escrow account, Yellow Cardinal Advisory Group, Columbus, Indiana shall serve as the escrow agent.

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

1. This Addendum amends and modifies the Agreement as follows:
 - a. Contractor elects the following option for the retainage:

_____ Retainage will be held by the City of Bloomington. Contractor acknowledges and agrees that no interest will be earned or payable on the retainage held by the City.

_____ Retainage will be placed in an escrow account pursuant to Article 4 of the Agreement and the escrow agreement executed by the City and Contractor and attached hereto as **Attachment E**, and incorporated herein by reference.
2. **Integration.** This Addendum and its exhibits are an integrated component of the Agreement.
3. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.
4. All other provisions of the Agreement remain in full force and effect.

STAFF REPORT
Appeal of NOV
(garbage, recyclable materials, yard waste)
Ticket # 62023-08-1314

Appellant Information:

Name: Joseph B. Davis
Address: 530 S. Washington Street
Bloomington, Indiana 47401
Date Appealed: 8/23/2023

NOV Information:

Date Issued: 8/17/2023
By: Rob Council
Place: 530 S. Washington Street
For: Garbage, recyclable materials and yard
waste in yard

Attachments:

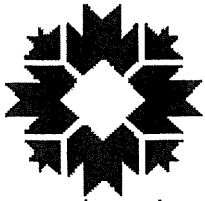
1. Notice of Violation
2. Written appeal by Mr. Davis
3. Property Report Card

Facts & Discussion:

1. Bloomington Municipal Code § 6.06.020 makes it 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.”
2. On August 17, 2023, City of Bloomington Neighborhood Compliance Office Rob Council did personally observe garbage, recyclable materials, and yard waste on real estate located at the common street address of 530 S. Washington Street (the “Property”) and issued a Notice of Violation (the “NOV”) and took photographs of the condition of the property which depict the existence of said garbage, recyclable materials and yard waste.
3. Mr. Joe Davis is the owner of the Property.
4. Mr. Davis timely appealed the NOV.
5. Substantial evidence supports a finding that the appeal should be denied.

Staff Recommendation:

1. Deny the appeal of the NOV.



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 8/17/23 Time 3 Address/location 530 S. Washington 47401

Issued by: 257

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# 62027-08-1314

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 B. 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 Court.

Name: JOSEPH B. DAVIS Phone Number: 812-525-9706
Citation Number: 62023-08-1314 Date on Trash Citation: 8-17-23
(Located in the top right hand corner of the citation)

Local Address:
530 S. WASHINGTON ST.
BLOOMINGTON, IN 47401

Permanent Address:
SAME AS LEFT

Today's Date: 8-26-23

Reason for Appeal: DENIAL OF DUE PROCESS; NO WARNING;
NO COMMUNICATION FROM COMPLIANCE OFFICERS; NO
SPECIFIC DETAIL PRESENTED; TITLE VI IS VAGUE &
NEBULOUS. I REQUEST A HEARING AND ALL PROSECUTORIAL
EVIDENCE, AT LEAST (7) DAYS IN ADVANCE OF ANY SCHEDULED
HEARING. THANK YOU.

SEE ATTACHED EMAIL APPEAL NOTICE DATED 8-23-23
(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.

Signature: *Joseph B. Davis* Date: 8-26-23

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



joe davis <balebuilder@gmail.com>

Appeal of HAND NOV with BPW

joe davis <balebuilder@gmail.com>

Wed, Aug 23, 2023 at 11:02 AM

To: public.works@bloomington.in.gov, Dave Askins <dave@bsquarebulletin.com>

Please, see the Appeal Notice in the below forwarded email.

Thank you,
-Joe

----- Forwarded message -----

From: **joe davis** <balebuilder@gmail.com>

Date: Wed, Aug 23, 2023 at 10:57 AM

Subject: Appeal of HAND NOV with BPW

To: April Rosenberger <april.rosenberger@bloomington.in.gov>

Dear April,

This email is to serve as a written request to appeal a Notice of Violation that I received on 8-17-23, from HAND. The ticket # of the NOV is 62023-08-1314, and it was issued by compliance officer #207.

Please, let me know when the appeal date before the Board of Public Works will take place? Thank you.

I also request any packet information that will be provided to the BPW prior to the scheduled appeal hearing.

Please let me know if you have any questions?

Appreciatively,
-Joe

Joseph B. Davis
530 S. Washington St.
Bloomington, IN 47401
812-525-9706
balebuilder@gmail.com

Monroe County, IN

530 S Washington ST, Bloomington, IN 47401-4638

53-08-04-214-018.000-009



Parcel Information

Parcel Number: 53-08-04-214-018.000-009
Alt Parcel Number: 015-13650-00
Property Address: 530 S Washington ST
Bloomington, IN 47401-4638
Neighborhood: 151 Trending 2006 - A
Property Class: 2 Family Dwell - Platted Lot
Owner Name: Davis, Joseph Bradley
Owner Address: 530 S Washington St
Bloomington, IN 47401
Legal Description: 015-13650-00 Bowles Lot 10

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.148	

**City of Bloomington's Board of Public Works
Order on Appeal of Notice of Violation
Ticket #62023-08-1314**

This matter is before the Board of Public Works for Appeal of a Notice of Violation under ticket number #62023-08-1314 (the "NOV") at 530 S. Washington Street, Bloomington, Indiana (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 21, 2023.

The Board of Public Works now finds as follows:

1. Mr. Joseph Davis ("Appellant") did timely appeal the NOV.
2. Appellant is the owner of the Property and 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(s); and/or any persons who have caused the violation."
3. Neighborhood Enforcement Officer Rob Council inspected the property on August 17, 2023, and observed the presence of garbage, recyclable materials and yard waste deposited upon the Property. Mr. Council's testimony is corroborated by the photographs he took of the Property and presented to this Board.
4. It is a violation of BMC § 6.06.020 to either place garbage, recyclable materials and/or yard waste on your own property or suffer or permit garbage, recyclable materials and/or yard waste to be deposited on your property.
5. There is substantial evidence to support a finding that Appellant did violate BMC § 6.06.020 regarding garbage, recyclable materials and/or yard waste.

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

1. The appeal of NOV #62023-08-1314 is denied.

So Ordered this 21st Day of November, 2023.

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

Staff Report

To: Board of Public Works

From: Rob Council, Colleen Newbill, and Chris Wheeler

Date: November 21, 2023

Re: Request to abate property at 530 S. Washington Street, Bloomington, Indiana

Attachments:

1. Notice of Violation Issued on August 17, 2023
2. Photograph(s) of the property taken August 23, 2023 (Pages 249-261)
3. Photograph(s) of the property taken September 05, 2023 (Pages 262-276)
4. GIS Property Report Card
5. Order for Abatement (proposed)

Facts:

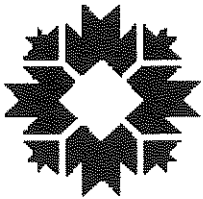
1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. The Board of Public Works previously issued an Order of Abatement for the real estate with the common street address of 530 S. Washington Street, Bloomington, Indiana (“Property”), which expired on August 11, 2023.
3. The City was able to partially abate the Property prior to the expiration of the Order of Abatement, and on August 17, 2023, HAND Neighborhood Compliance Officer Rob Council inspected the Property and observed the presence of garbage, recyclable materials and yard waste on the Property all of which is a violation of BMC § 6.06.020 (“NOV”).
4. The owner of this Property is Joseph B. Davis (“Owner”).
5. Mr. Council issued an NOV to the Owner.
6. The NOV was appealed. Said appeal of the NOV is also being heard at the September 12, 2023 Board of Public Works meeting.
7. The NOV was delivered in person to the Owner in accordance with BMC § 6.06.070(b).
8. The Notice of Request to Abate was served on the Owner(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).
9. The violations cited in the NOV have not been corrected and remain as of the date of this hearing.
10. Substantial evidence supports a finding for abatement of the Property.
11. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Garbage, recyclable material and yard waste remains on the Property. The Property needs to be abated to eliminate violation and public nuisance.

Staff Recommendation:

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



Notice of Violation

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

Date 8/17/23 Time 3 Address/location 530 S. Washington 47401

Issued by: 257

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# 62027-08-1314

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 B. Davis
 Address 530 S. Washington St
 City Bloomington State IN
 Zip Code 47401

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

BPW: ~~X~~ 8-29-23

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Davis, Joseph Bradley (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **530 S Washington ST, Bloomington 47401**, under parcel number **53-08-04-214-018.000-009** and whose legal description is **015-13650-00 Bowles Lot 10** (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday August 29, 2023 LIVE in the Council Chambers and virtually via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

Fines are not appealed at this meeting













SMILE













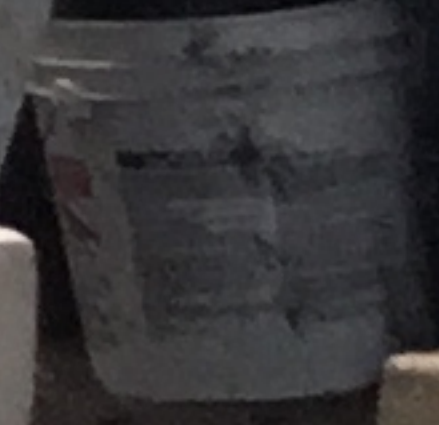


















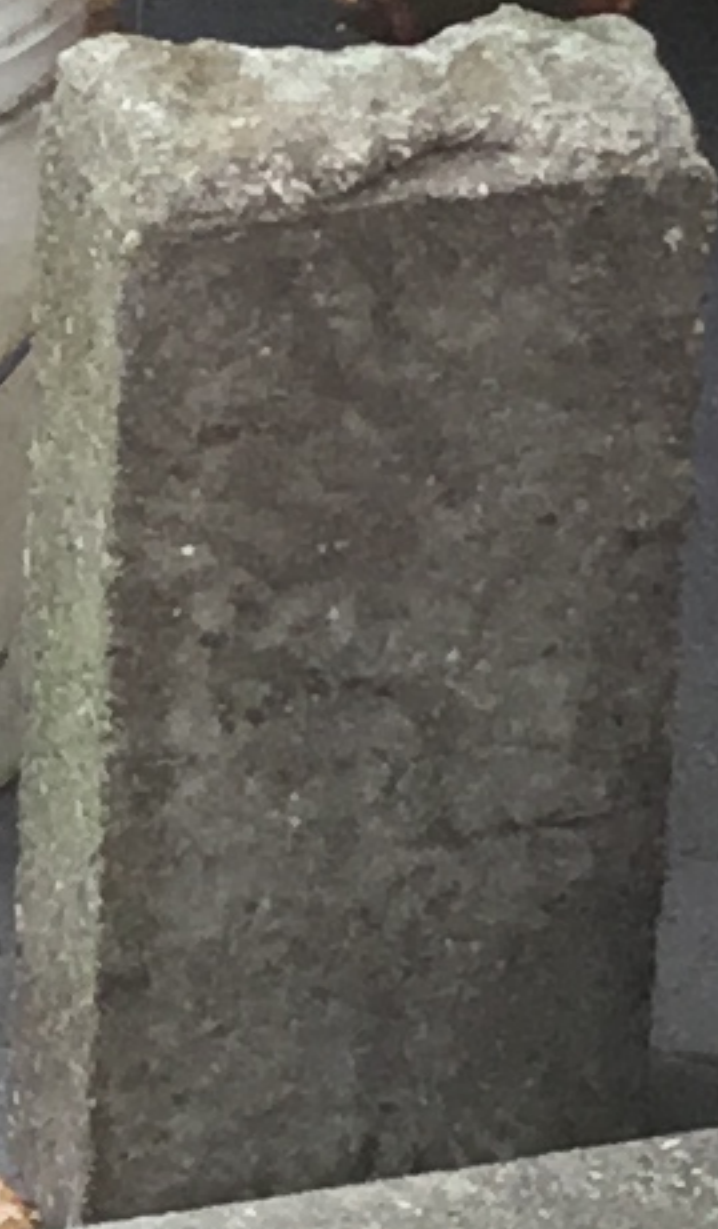




CITY OF BLOOMINGTON

12170186











Monroe County, IN

530 S Washington ST, Bloomington, IN 47401-4638
53-08-04-214-018.000-009



Parcel Information

Parcel Number: 53-08-04-214-018.000-009
Alt Parcel Number: 015-13650-00
Property Address: 530 S Washington ST
Bloomington, IN 47401-4638
Neighborhood: 151 Trending 2006 - A
Property Class: 2 Family Dwell - Platted Lot
Owner Name: Davis, Joseph Bradley
Owner Address: 530 S Washington St
Bloomington, IN 47401
Legal Description: 015-13650-00 Bowles Lot 10

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.148	

City of Bloomington’s Board of Public Works
Order of Abatement for NOV

This matter is before the Board of Public Works for Abatement of a Notice of Violation issued August 17, 2023, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 21, 2023.

The Board of Public Works now finds as follows:

1. The owner of the real estate located at the common street address of 530 S. Washington Street, Bloomington, Indiana, parcel number 53-08-04-214-018.000-009, and whose legal description is 015-13650-00 Bowles Lot 10 (the “Property”) is Joseph B. Davis (the “Owner”).
2. On August 17, 2023, Rob Council, City of Bloomington Neighborhood Compliance Officer, issued a Notice of Violation (“NOV”) numbered 62023-08-1314 to the Owner after personally observing garbage, recyclable material and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV was properly issued to the Owner in accordance with BMC § 6.06.070(b).
4. The NOV was appealed by the Owner and that was denied.
5. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).
6. The violation(s) cited in the NOV have not been remedied.
7. Substantial evidence in the form of photographs of the Property and eye witness testimony from Rob Council establish the need to abate the Property.

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into full compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable material and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning

deposit of garbage, recyclable material, and/or yard waste without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 17th DAY OF AUGUST, 2024.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of November, 2023.

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