

**Board of Public Works Meeting**  
**June 11, 2019**



# **AGENDA BOARD OF PUBLIC WORKS**

**A Regular Meeting of the Board of Public Work to be held Tuesday June 11,  
2019 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N.  
Morton Street, Bloomington, Indiana**

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. TITLE VIENFORCEMENT**

- 1. Permission to Abate Property at 2225 E. Queens Way**
- 2. Permission to Abate Property 1508 W. 11<sup>th</sup> Street**

**IV. CONSENT AGENDA**

- 1. Approve Minutes 5 – 28– 19**
- 2. Resolution 2019-55: Approve 4<sup>th</sup> of July Parade (Thursday, July 4<sup>th</sup>)**
- 3. Resolution 2019-56: Maple Heights Neighborhood Block Party (Wednesday, July 3<sup>rd</sup>)**
- 4. Approve 2019 Title 6 Abatement Contract with 4U Lawn and Landscape LLC**
- 5. Approve Service Agreement with Umphress Masonry, Inc., for Repair and Maintenance at Public Facilities**
- 6. Approve Payroll**

**V. NEW BUSINESS**

- 1. Approve Contract with Martin Riley, Inc. for Building Assessments at All Fire Stations**
- 2. Approve Installation of Air Conditioning System in Computer Server Room at City Hall by HFI**
- 3. Approve Agreement with Hamm's Blinds & Drapes, Inc., for Replacement of Blinds at City Hall**
- 4. Approve Request from Pritchett Brothers for Full Street Closure on W. 6th St.  
(Wednesday, June 12th – Friday, June 28th)**
- 5. Approve Preliminary Engineering Contract with Strand Associates, Inc., for Crosswalk Improvements Project**
- 6. Resolution 2019-57: Approve Use of the Public Right-of-Way on W. 8th St. by RAR2 Smallwood Plaza Propco, LLC  
(Monday, July 8<sup>th</sup> – Monday, August 26<sup>th</sup>)**
- 7. Approve Request for Road Closure on N. Dunn St from Crider & Crider (Wednesday, June 19 – Wednesday, July 3)**
- 8. Approve Construction Agreement for Winslow-Henderson Path and Intersection Improvements Project**
- 9. Approve Amendment #1 to MOU with HHI Yellow Cab, LLC Alleyworks Project (Until Saturday, Feb 1, 2020)**
- 10. Approve Amendment #2 to MOU with Gilliatte General Contractors, Inc. for Temporary Sidewalk Closure at  
W. 223 N Morton St. (Monday, May 20 – Monday, July 1)**
- 11. Approve Amendment #1 to Canada Farm, Phase III Final Plat, Smith Brehob & Associates**
- 12. Approve Acceptance of Public Dedication of Right-of-Way on Dunn Street, O.F.C. Corporation**

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

**Auxiliary aids for people with disabilities are available upon request with adequate notice.  
Please call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov)**



# Staff Report

**To: Board of Public Works**

**From: Norman Mosier**

**Date: June 6, 2019**

**Re: Request to Abate property at 2225 E. Queens Way, Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on 04/17, 05/08, 05/15, 05/29/2019.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 04/17, 05/08, 05/15, 05/29/2019, Neighborhood Compliance Officer Norman Mosier inspected the property located at 2225 E. Queens Way, Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Xinkun Zhang (Hereinafter the “Owner”) because they are the Owners of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

## **Status of the Property and Reason for Abatement:**

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

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

June 12, 2019

Xinkun Zhang  
2225 E. Queens Way  
Bloomington, IN 47401

Re: 2225 E. Queens Way

Dear Xinkun Zhang,

On June 11, 2019 the City of Bloomington's Board of Public Works met and considered the Department of Housing and Neighborhood Development's (hereinafter "HAND") request to enter the property located at 2225 E. Queens Way (parcel #53-08-10-108-009.000-009, 015-24720-00 SYCAMORE KNOLLS SEC 1 LOT 8) to abate a violation of the Bloomington Municipal Code 6.06.050. More specifically, the Board of Public Works determined that the property located at 2225 E. Queens Way was being unlawfully maintained in that the property was overgrown with weeds, grass or noxious plants beyond the height of eight (8) inches. At this meeting, the Board did grant HAND, or its designee, the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated cost.

Pursuant to BMC 6.06.080 once the abatement is complete you will have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

Regards,

Adam Wason  
Director



## **City of Bloomington Housing and Neighborhood Development**

On 04/17, 05/08, 05/15, 05/29/2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This tickets were issued to the property located at 2225 E. Queens Way . The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

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BPW Meeting Date: June 11, 2019

Abatement Approved: Y/N

Property Owner: Xinkun Zhang

Address: 2225 E. Queens Way

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-08-10-108-009.000-009

Legal Description: 015-24720-00 Sycamore Knolls Sec 1 Lot 8



**City of Bloomington  
Housing and Neighborhood Development**

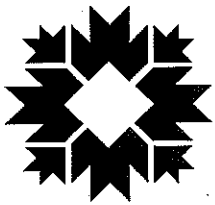
**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development ("HAND") department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter 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 does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, June 11<sup>th</sup>, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

**Fines are not appealed at this meeting, only abatement.**



# Notice of Violation

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

Date 4-17-19 Time 3:00 Address/location 2225 E. QUEENS WAY 47401  
Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**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#** 42836

**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.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** 42837

**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: REMOVE ALL DEAD/FALLEN LIMBS FROM ENTIRE PROPERTY,  
AND MOW ENTIRE YARD OR FINES WILL BE FORTHCOMING.

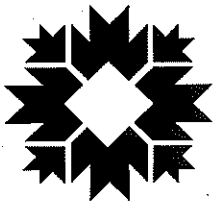
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name Xinkun ZHANG  
Address 2225 E. QUEENS WAY  
City BLOOMINGTON State IN  
Zip Code 47401

Agent Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_



# Notice of Violation

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

Date 5-8-19 Time 3:10 Address/location 2225 E. QUEENS WAY 47401

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**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.

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**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** 43037

**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: MOW ENTIRE YARD PER SEASON OR FINES WILL INCREASE.

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 "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
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Owner Name

XINKUN ZHANG

Address

2225 E. QUEENS WAY

City

BLOOMINGTON

State IN

Zip Code

47401

Agent Name

Address

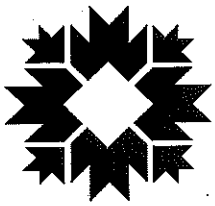
City

State

Zip Code

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_



# Notice of Violation

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

Date 5-15-19 Time 2:50 Address/location 2225 E. QUEENS WAY 47401

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

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

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

✓ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due:**

**\$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** 43140

**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: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE.

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 "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
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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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name XINKUN ZHANG

Address 2225 E. QUEENS WAY

City BLOOMINGTON State IN

Zip Code 47401

Agent Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: / Agent: \_\_\_\_\_



# Notice of Violation

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

Date 5-29-19 Time 3:25 Address/location 2225 E. QUEENS WAY 47401  
Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

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

**Fine Due: \$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

✓ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due:**

**\$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** 43302

**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: NOV ENTIRE YARD FOR SEASON OR PROPERTY WILL BE ABATED!

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 "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
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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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name XINKUN ZHANG  
Address 2225 E. QUEENS WAY  
City BLOOMINGTON State IN  
Zip Code 47401

Agent Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_

BPW: ✓ 6-11-19

Mail Copies To: Resident: \_\_\_\_\_ Owner: ✓ Agent: \_\_\_\_\_



7011 3500 0002 2189 3628

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.80

Postmark  
Here

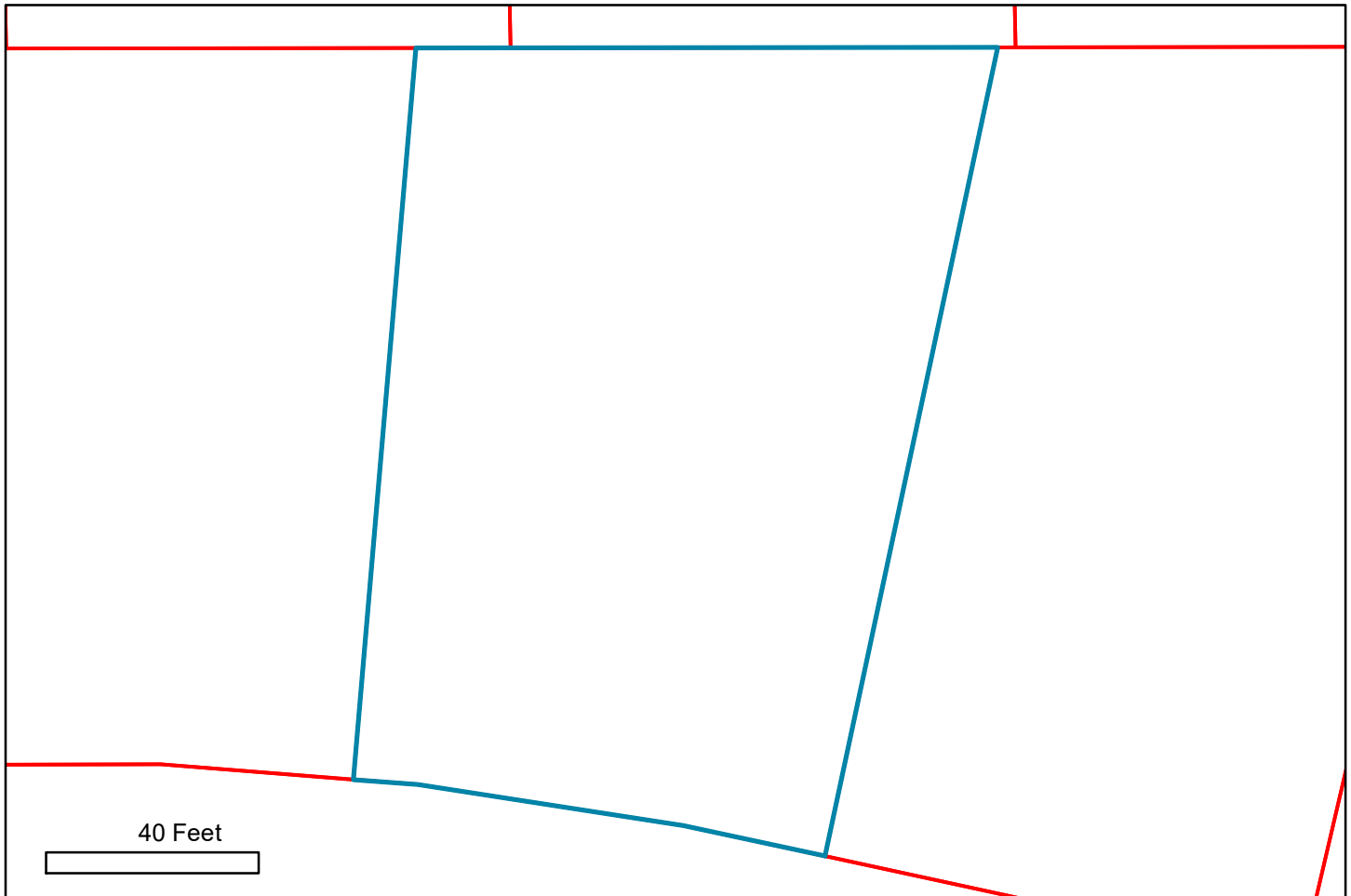
Sent To Xinkun Zuang  
Street, Apt. 2225 E QUEENS WAY  
or PO Box BLOOMINGTON, IN 47401  
City, State

PS Form

ations

# Monroe County, IN

2225 E Queens Way, Bloomington, IN 47401-6847  
53-08-10-108-009.000-009



## Parcel Information

**Parcel Number:** 53-08-10-108-009.000-009  
**Alt Parcel Number:** 015-24720-00  
**Property Address:** 2225 E Queens Way  
Bloomington, IN 47401-6847  
**Neighborhood:** Sycamore Knolls - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Zhang, Xinkun  
**Owner Address:** 2225 E Queens Way  
Bloomington, IN 47401  
**Legal Description:** 015-24720-00 SYCAMORE KNOLLS SEC 1  
LOT 8

## Taxing District

**Township:** PERRY TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.332	















# **CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

## **NOTICE OF ABATEMENT**

### **(Excessive Growth)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 2225 E. Queens Way, Bloomington, IN., under parcel number 53-08-10-108-009.000-009 and whose legal description is 015-24720-00 Sycamore Knolls Sec 1 Lot 8 (Hereinafter the "Property") which is owned by Xinkun Zhang (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, 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 this property.

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 17<sup>th</sup> DAY OF APRIL, 2020.**

---

Kyla Cox Deckard, President of the Board

DATED:

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 04/17, 05/08, 05/15, 05/29/2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 11, 2019.

The Board of Public Works now finds as follows:

1. Xinkun Zhang (Hereinafter the "Owner") owns the real estate located at 2225 E. Queens Way, Bloomington, IN (Hereinafter the "Property").
2. On 04/17, 05/08, 05/15, 05/29/2019, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was/were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was/were not appealed.
5. The violation(s) cited in the NOV was/were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and *expires on April 17, 2020.*

**So Ordered this 11 Day of June, 2019.**

---

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# Staff Report

**To: Board of Public Works**

**From: Jo Stong**

**Date: June 6, 2019**

**Re: Request to Abate property at 1508 W. 11<sup>th</sup> Street, Bloomington, IN**

---

## **Attachments:**

1. Notice of Violation Issued on May 8, May 22 & May 29, 2019.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 8, May 22 & May 29, 2019, Neighborhood Compliance Officer Jo Stong inspected the property located at 1508 W. 11<sup>th</sup> Street, Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Joseph E. Day (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

## **Status of the Property and Reason for Abatement:**

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

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.



June 12, 2019

Joseph E. Day  
1508 W. 11<sup>th</sup> Street  
Bloomington, IN 47404

Re: Property located at 1508 W. 11<sup>th</sup> Street Bloomington, IN

Dear Joseph E. Day,

On June 11, 2019 the City of Bloomington's Board of Public Works met and considered the Department of Housing and Neighborhood Development's (hereinafter "HAND") request to enter the property located at 1508 W. 11<sup>th</sup> Street (parcel #53-05-32-201-107.048-005, legal description 013-17820-48 Forest Homes Lots 48 & 49) to abate a violation of the Bloomington Municipal Code 6.06.050. More specifically, the Board of Public Works determined that the property located at 1508 W. 11<sup>th</sup> Street was being unlawfully maintained in that the property was overgrown with weeds, grass or noxious plants beyond the height of eight (8) inches. At this meeting, the Board did grant HAND, or its designee, the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated costs. Pursuant to BMC 6.06.080 you have 10 (ten) days to pay the bill. If you do not pay the abatement bill within that time, a lien will be placed on your property with the Monroe County Auditor.

You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

The Board's Order is continuous and shall remain in effect until May 8, 2020. This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

Regards,

Adam Wason,  
Director



## **City of Bloomington Housing and Neighborhood Development**

On May 8, May 22 & May 29, 2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 1508 W. 11<sup>th</sup> Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation. We are requesting that the Board grant a continuous abatement through May 8, 2020.

---

BPW Meeting Date: June 11, 2019

Abatement Approved: Y/N

Property Owner: Joseph E. Day

Address: 1508 W. 11th

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-05-32-201-107.048-005

Legal Description: 013-17820-48 Forest Homes Lots 48 & 49



**City of Bloomington  
Housing and Neighborhood Development**

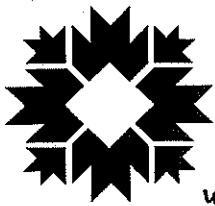
**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter 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 does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, June 11<sup>th</sup>, 2019.**

**You may appear at the Board of Public Works hearing to speak on the matter.**

**Fines are not appealed at this meeting, only abatement.**



# Notice of Violation

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

Date 5-8-19 Time 2:36A Address/location 1508 W. 11th 47404  
Issued by: 230

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

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

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** 43040

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

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

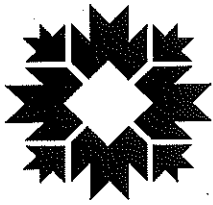
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name	<u>Joseph E. Day</u>
Address	<u>1508 W. 11th St.</u>
City	<u>Bton</u> State <u>IN</u>
Zip Code	<u>47404</u>

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

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: X Agent: \_\_\_\_\_



# Notice of Violation

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

Date 5-22-19 Time 11:38A Address/location 1508 W. 11th 47404

Issued by: 230

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

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

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** 43200

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

Comments: Cut the overgrowth.

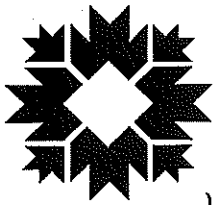
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name Joseph Day  
Address 1508 W. 11th St.  
City Bloomington State IN  
Zip Code 47404

Agent Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_



# Notice of Violation

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

Date 5-29-19 <sup>Wed</sup> Time 12:27P Address/location 1508 W. 11th 47404  
Issued by: 230

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

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

**Fine Due: \$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** 413283

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

Comments:

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

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name	<u>Joseph E. Day</u>
Address	<u>1508 W. 11th St.</u>
City	<u>Bloom.</u>
State	<u>IN</u>
Zip Code	<u>47404</u>

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

BPW: ✓ 6-11-19

Mail Copies To: Resident: \_\_\_\_\_ Owner: ✓ Agent: \_\_\_\_\_

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or PO B  
City, St

Joseph E Day  
1508 W 11TH ST  
INDIANAPOLIS, IN 47404  
BLOOMINGTON

PS Form

Actions

# Monroe County, IN

1508 W 11th ST, Bloomington, IN 47404-2902  
53-05-32-201-107.048-005



## Parcel Information

**Parcel Number:** 53-05-32-201-107.048-005  
**Alt Parcel Number:** 013-17820-48  
**Property Address:** 1508 W 11th ST  
Bloomington, IN 47404-2902  
**Neighborhood:** Bloomington - Zone 3 Forest2 - F  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Day, Joseph E  
**Owner Address:** 1508 W 11th St  
Bloomington, IN 47404  
**Legal Description:** 013-17820-48 Forest Homes Lots 48 & 49

## Taxing District

**Township:** BLOOMINGTON TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
F	None	132x132





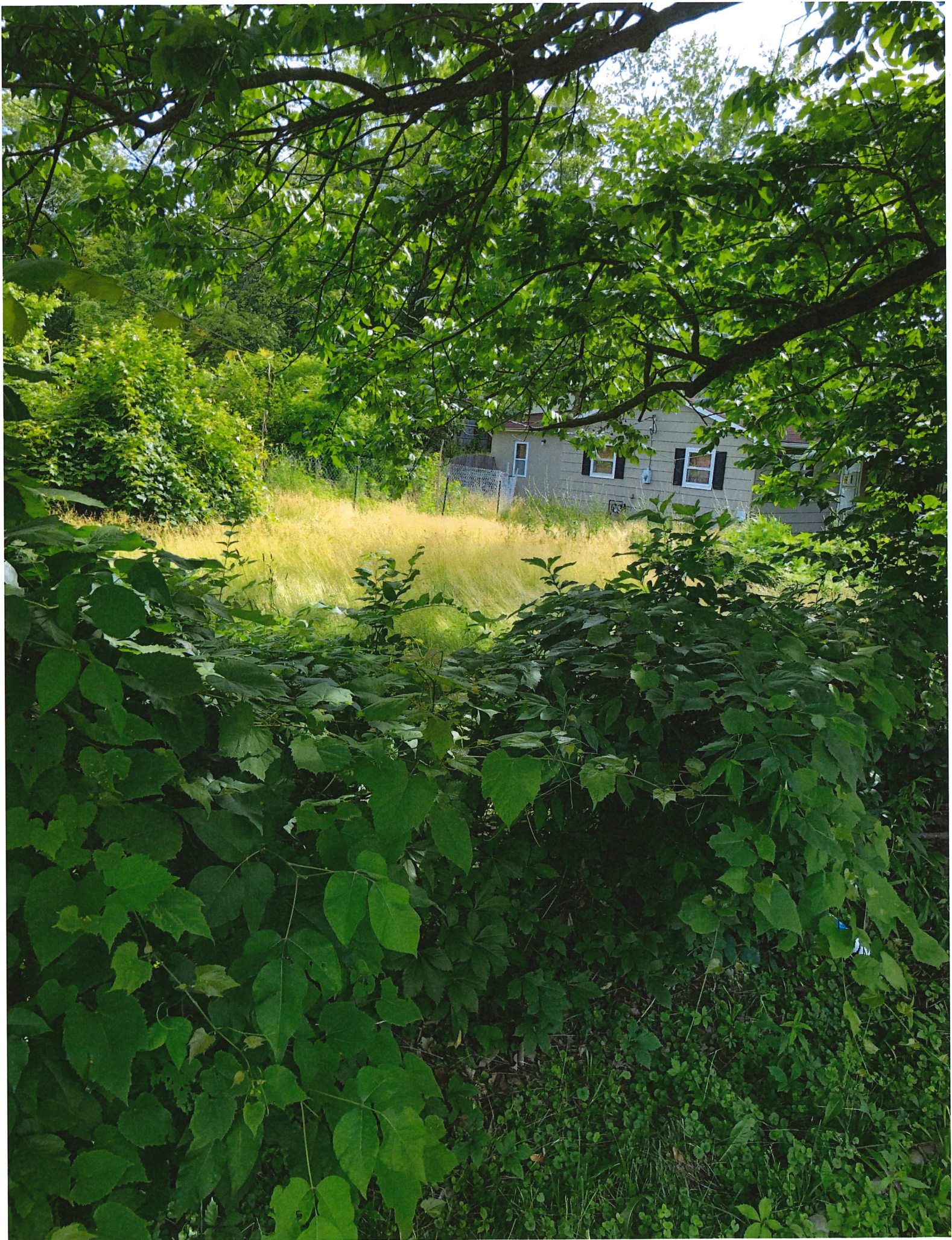
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244-1500





508-11 11th 6-11-10 #5



# **CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1508 W. 11<sup>th</sup> Street, Bloomington, IN., under parcel number 53-05-32-201-107.048-005 and whose legal description is 013-17820-48 Forest Homes Lots 48 & 49 (Hereinafter the "Property") which is owned by Joseph E. Day (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, 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 this property.

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 8<sup>th</sup> DAY OF MAY, 2020.**

---

Kyla Cox Deckard, President of the Board

DATED:

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued May 8, May 22 & May 29, 2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 11, 2019.

The Board of Public Works now finds as follows:

1. Joseph E. Day (Hereinafter the "Owner") owns the real estate located at 1508 W. 11<sup>th</sup> Street, Bloomington, IN (Hereinafter the "Property").
2. On May 8, May 22 & May 29, 2019, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was/were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was/were not appealed.
5. The violation(s) cited in the NOV was/were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on May 8, 2020.

**So Ordered this 11th Day of June, 2019.**

---

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

The Board of Public Works meeting was held on Tuesday, May 28, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Dana Palazzo

**ROLL CALL**

City Staff: Adam Wason – Public Works  
Christina Smith – Public Works  
Michael Large – Public Works  
Sean Starowitz – Economic & Sustainable Dev.  
Jackie Moore – City Legal  
Paul Kehrberg – Planning and Transportation  
Daniel Backler – Planning and Transportation

None

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

## **CONSENT AGENDA**

- 1. Approve Minutes 5 – 14 – 19**
- 2. Resolution 2019 – 40: Approve Use of Pushcart in the Public Right-of-Way (Kona Ice)**
- 3. Resolution 2019 – 41: Approve Renewal of Mobile Vendor in the Public Right-of-Way (Kona Ice #1)**
- 4. Resolution 2019 – 42: Approve Renewal of Mobile Vendor in the Public Right-of-Way (Kona Ice #2)**
- 5. Resolution 2019 – 51: Allow Mobile Vendor to Operate in the Public Right-of-Way (Wagyu Ninja)**
- 6. Approve Noise Permit for Comcast Business Advanced Film Screening Reception (Wednesday, June 5)**
- 7. Approve Service Agreement with Cummins Crosspoint, LLC, for Maintenance and Inspection of Generators at City Facilities**
- 8. Approve Payroll**

Hollingsworth made a motion to approve the items on the consent agenda. Palazzo seconded the motion. Motion is passed. Consent agenda is approved.

Sean Starowitz, Economic and Sustainable Dev., presented Resolution 2019-52: Approve Switchyard Brewing Company's 1<sup>st</sup> Anniversary Block Party. See meeting packet for more details.

**Board Comments:** Chris Cummings, President of Switchyard Brewing Company, came to answer any questions the Board may have. Hollingsworth asked if he was looking forward to this event. Cummings said yes and is in hopes to make this a yearly event. He hopes to see other businesses partake in this event in the future. Cox Deckard asked Cummings where the public should enter. Cummings said they can enter on the west barricade, or off of W. 9<sup>th</sup> St and N. Walnut St. Cox Deckard asked if all ages were permitted into the event. Cummings said those who will be drinking will need IDs and have their hand stamped. Hollingsworth asked how many people they are expecting this year. Cummings said the only analytics he has is social media. If he had to guess, he would guestimate between 500-750 people. Adam Wason, Public Works, asked Cummings

## **NEW BUSINESS**

**Resolution 2019-52:  
Approve Switchyard  
Brewing Company's 1<sup>st</sup>  
Anniversary Block  
Party (Friday, May 31)**

if he had room for that big of a crowd. Cummings agreed and said the Tap Room is included in this event. Cummings said they have partnered with Bloomington Pedal Pub to offer complimentary rides to get people away from the area so it doesn't become so crowded.

Palazzo made a motion to Approve Resolution 2019-52: Approve Switchyard Brewing Company's 1<sup>st</sup> Anniversary Block Party. Hollingsworth seconded. Motion is passed.

Sean Starowitz presented Resolution 2019-53: Approve B-town Boom Fourth of July Celebration. See meeting packet for details.

**Board Comments:** Rebecca Ellison, CFC/Cook Group, came to answer any questions the Board may have. Cox Deckard asked Ellison if she could explain the event in more detail and why it is more expanded than last year. Ellison said they are doubling everything so they are expecting more of an audience. Hollingsworth asked what time the fireworks are expected to set off. Ellison said about 9:45 P.M. Cox Deckard wanted to state for public record that this will take place on July 3<sup>rd</sup>. Palazzo needed clarification on the ending time stated in the noise permit of 10:00 P.M. Ellison confirmed that the event will be ending at 10:00 P.M. and cleanup will begin after. Hollingsworth asked if there will be a DJ and a band. Ellison said there will be both.

Palazzo made a motion to Resolution 2019-53: Approve B-town Boom Fourth of July Celebration. Hollingsworth seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Resolution 2019-54: Approve Request from Victoria Towers for Encroachment into the Public Right-of-Way at 221 E. Kirkwood Ave. See meeting packet for details.

Hollingsworth made a motion to Approve Resolution 2019-54: Approve Request from Victoria Towers for Encroachment into the Public Right-of-Way at 221 E. Kirkwood Ave. Palazzo seconded. Motion is passed.

**Resolution 2019-53:  
Approve B-town Boom  
Fourth of July  
Celebration  
(Wednesday, July 3-  
Thursday, July 4)**

**Resolution 2019-54:  
Approve Request from  
Victoria Towers for  
Encroachment into the  
Public Right-of-Way at  
221 E. Kirkwood Ave.**

Daniel Backler, Planning and Transportation, presented to Approve Preliminary Engineering Contract with Clark Dietz, Inc. for E. 3<sup>rd</sup> St. and Indiana Ave. Signal Project. See meeting packet for details.

**Board Comments:** Hollingsworth needed clarification on pricing. Palazzo asked if there were three bids. Backler said it was not a bidding process; it was just a request for qualifications. Hollingsworth asked if Backler chose the company. Backler said the City did.

Hollingsworth made a motion to Approve Preliminary Engineering Contract with Clark Dietz, Inc. for E. 3<sup>rd</sup> St. and Indiana Ave. Signal Project. Palazzo seconded. Motion is passed.

Dan Backler presented to Approve Acceptance of Patterson Pointe Development Public Improvements. See meeting packet for details.

Hollingsworth made a motion to Approve Acceptance of Patterson Pointe Development Public Improvements. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, presented an outdoor seating permit:

19-006 – Kirkwood Towers (Victoria Towers)

Wason wanted to thank Ron Arthur, Street Department, for his service as he moves to the City of Bloomington Utilities Department. Wason wanted to let the public know that the animal shelter is now in its busy season. A lot of kittens are being born and ready to adopt. Otherwise the City is finishing up paving on North Dunn St. north of the Bypass. The Second St. and Patterson Drive project is ongoing through the fall. Another big project underway that will go through the fall is the 17<sup>th</sup> Street project, between the round-a-bout and the new I-69 bridge. Wason said the Public Works Department is in their busy season as well, but these projects will turn out nice in the end once all of the construction is completed.

**Approve Preliminary Engineering Contract with Clark Dietz, Inc. for E. 3<sup>rd</sup> St. and Indiana Ave. Signal Project**

**Approve Acceptance of Patterson Pointe Development Public Improvements**

**STAFF REPORTS & OTHER BUSINESS**



Hollingsworth made a motion to approve claims in the amount of \$489,554.11. Palazzo seconded. Motion is passed. Claims are approved.

**APPROVAL OF  
CLAIMS**

Hollingsworth called for adjournment. Meeting adjourned at 5:50 P.M.

**ADJOURNMENT**

Accepted By:

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** 4<sup>th</sup> of July Parade

**Petitioner/Representative:** Bill Ream - City of Bloomington Dept. of Parks and Recreation

**Staff Representative:** Sean M. Starowitz

**Date:** June 11, 2019

**Event Date:** Thursday, July 4, 2019

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The City of Bloomington Department of Parks and Recreation is once again sponsoring the 4<sup>th</sup> of July Parade in downtown Bloomington on Thursday, July 4, 2019 which will necessitate the temporary closure of several downtown streets. The parade will follow the same footprint as in the past. Staging for the parade will begin at 7:00 a.m. The parade begins at 10:00 a.m. and concludes by noon. Six parking spaces in front of Fountain Square Mall will be closed from 8:00 a.m. Wednesday, July 3<sup>rd</sup> until Friday, July 5<sup>th</sup> at 5p.m. for the placement of the review stage. Metered parking along the route will also be restricted. The petitioner has included the approved Noise Permit application for Parks & Recreation Events for 2019.

**Staff recommends approval of the request.**

# SPECIAL EVENT APPLICATION

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

Department of Public Works  
812-349-3410

## 1. Applicant Information

Contact Name:	Bill Ream		
Contact Phone:	812-349-3748	Mobile Phone:	812-325-3663
Title/Position:	Community Events Coordinator		
Organization:	Bloomington Parks and Recreation		
Address:	401 N. Morton St. Suite 250		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	reamw@bloomington.in.gov		
Organization E-Mail and URL:			
Org Phone No:	812-349-3700	Fax No:	812-349-3705

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

Organization Name:	Downtown Bloomington Inc.		
Address:	302 S. College Ave		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	tcoppock@bloomingtonconvention.com		
Phone Number:	812-336-3681	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

## 3. Event Information

- ☐ If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- ☐ Waste and Recycling Plan if more than 100 participants (template attached)

**6.  
CHECKLIST**

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

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

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

**For City Of Bloomington Use Only**

Date Received:

Received By:

Date Approved:

Approved By:

Economic & Sustainable Development		
Bloomington Police		
Bloomington Fire		
Planning & Transportation		
Transit		
Public Works		
Board of Public Works		

## Waste and Recycling Management Plan Template

Event name: Bloomington 4th of July Parade

Number of expected attendees: 1,000 in parade; 8,000 spectators

Number of food vendors: 0

Number of other vendors: 0

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

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

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through HYPERLINK "<http://downtownbloomington.com/>" ~~Downtown Bloomington, Inc.~~

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

Type of waste	Collection plan
<Containers>* Street trash cans and 55 gallon barrels from COB Sanitation	<Recycling, composting, etc.> Barrels will be distributed by Sanitation a day or two before the parade and will be picked up the day after the parade
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

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

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

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

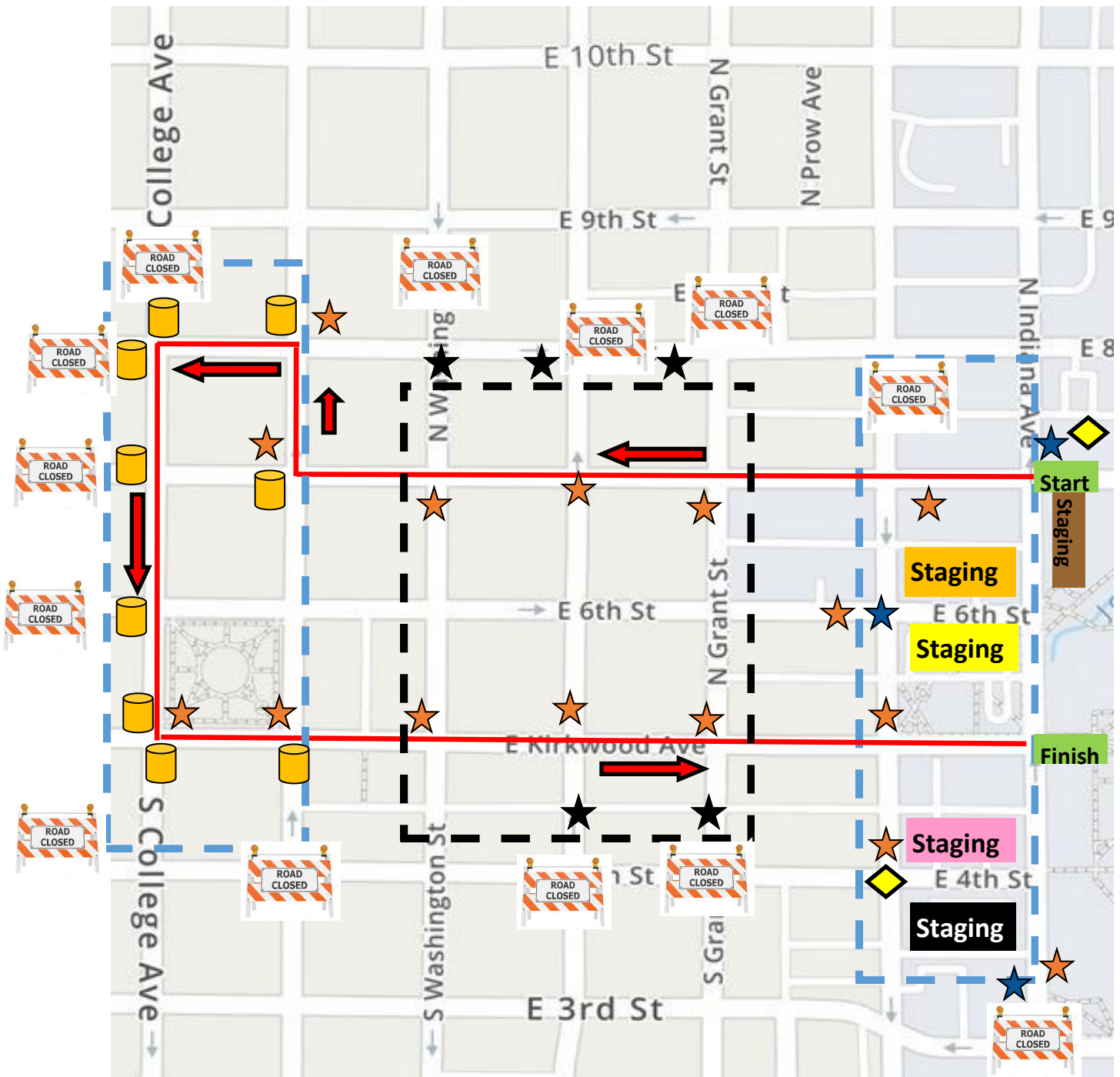
**Vendor and volunteer education and training:** Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

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

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

# 4th of July Parade 2019

## Road Closure Plan



All roads within box closed at 8am

All roads within box closed at 9am

= Intersections covered by BPD with vehicle

= Water filled barriers

= Intersections covered by BW Security

= Type 3 Barricade

= Intersections covered by Parking Enforcement with vehicle—8:30am

= Road Closed Sign

# 4th of July Parade Route & Staging Areas



## 1—Poplars Garage-General Parking

## 2—Memorial Union #2 Parking Lot (in front of HPER) -General Parking

Black Lot – IU lot on Indiana Ave between 3rd and 4th Streets (enter on Indiana Ave)

**Pink Lot** — IU lot on the north side 4th St. between Indiana Ave. and Dunn St. (enter on 4th St.)

**Green Lot** — Pay lot on the north side of Kirkwood Ave. (enter on Indiana Ave)

**Yellow Lot** — IU Lot south of 6th St. between Indiana Ave and Dunn St. (enter on Indiana Ave.)

**Orange Lot**– IU lot at 6th St. and Dunn St. (enter on 6th St.)

**Brown Area**— Along Indiana Ave. south of 7th St

Restrooms located in yellow and pink lots





**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-55**

**FOURTH OF JULY PARADE**

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

WHEREAS, the City of Bloomington, through the Parks and Recreation Department, along with the Downtown Bloomington, Inc., will be sponsoring and organizing the Fourth of July Parade, on Thursday, July 4, 2019 in downtown Bloomington; and

WHEREAS, in order to safely conduct the parade, City Streets may be closed to vehicular traffic and parking and to organize the participants, a holding area must be available for their use; and

WHEREAS, the Board of Public Works agrees that this event is important to the citizens of Bloomington and wants to facilitate the needs of the organizers.

NOW THEREFORE BE IT RESOLVED, that the following streets and parking areas may be closed to vehicular traffic for this event:

1. Streets used for the Parade route will be closed beginning at 5:00 a.m., and reopened by 1:00 p.m. on Thursday, July 4, 2019. The route will begin on 7<sup>th</sup> Street at Indiana Avenue going west to Walnut Street, North on Walnut to 8<sup>th</sup> Street, West to College Avenue, College Avenue going south to Kirkwood Avenue, Kirkwood Avenue east to Indiana Avenue. These closings will also result in the closing of some side streets that intersect with the Parade route. See Road Closure Plan.
2. Six parking spaces in front of Fountain Square Mall on the south side of Kirkwood may be utilized for the review stage beginning at 8:00 a.m. Wednesday, July 3, 2019 through 5:00 p.m. Friday, July 5, 2019.
3. City of Bloomington Parks & Recreation shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. City of Bloomington Parks & Recreation shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Planning and Transportation Department.
5. City of Bloomington Parks & Recreation shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. City of Bloomington Parks & Recreation agrees to close the streets not before 5:00 a.m. on Thursday, July 4th, 2019, and to remove barricades and signage by 2:00 p.m. on Thursday, July 4, 2019.
6. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

ADOPTED THIS 11<sup>th</sup> DAY OF JUNE 2019.

**BOARD OF PUBLIC WORKS:**

**Parks and Recreation Department**

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Kyla Cox Deckard, President

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Signature

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Beth H. Hollingsworth, Vice-President

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Printed Name

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Dana Palazzo, Secretary

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Position



## Board of Public Works Staff Report

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**Project/Event:** Maple Heights Neighborhood Block Party

**Petitioner/Representative:** Susan Hathaway – Maple Heights Neighborhood Association

**Staff Representative:** Sean M. Starowitz

**Date:** June 11, 2019

**Event Date:** July 3, 2019 (Rain Date July 6, 2019)

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Maple Heights Neighborhood requests the Board's permission to close a public street to hold a neighborhood block party on Wednesday, July 3, 2019 from 6:00 p.m. until 11:00 p.m. (rain date July 6, 2019) to watch the B-town Boom Event. Pending Board approval the Petitioner will be closing down a portion of North Rogers from the east west alley to West 13th Street as well as a portion of West 13th Street beginning at the east side of North Jackson until the dead end. A noise permit is part of the resolution so music may be played during the event.

**Recommendation and Supporting Justification:** Staff supports the street closure for Maple Heights Neighborhood Block Party pending the Maintenance of Traffic Plan (MOT) by Planning and Transportation Department.

**Recommends Approval by** Sean Starowitz

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# NEIGHBORHOOD BLOCK PARTY APPLICATION

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

## 1. Applicant Information

Contact Name:	Susan Hathaway (Maple Heights Neighborhood Association)		
Contact Phone:	8128555193 (work)	Mobile Phone:	8122197229
Title/Position:			
Neighborhood:	Maple Heights		
Address:	517 W 13 <sup>th</sup> St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	suhathaw@indiana.edu		
Neighborhood E-Mail and URL:	<a href="https://mapleheights.bloomington.in.us/">https://mapleheights.bloomington.in.us/</a>		
Org Phone No:		Fax No:	

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

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

### 3. Event Information

Date(s) of Event:	July 3, 2019 (Rain date: July 6, 2019)		
Time of Event:	Date: July 3 (or 6)	Start: 6pm	End: 11pm
Setup/Teardown time Needed	Date: July 3 (or 6)	Start: 6pm	End: 11pm
Calendar Day of Week:	Wednesday (Saturday rain date)		
Description of Event:	Viewing of fireworks in Trades District		
Street(s) you wish to close	West 13 <sup>th</sup> Street between Madison and Jackson North Rogers between 13 <sup>th</sup> and the alley		
Expected Number of Participants:	30	Expected # of vehicles (Use of City Parking spaces): 0	



CITY OF BLOOMINGTON

**NOISE PERMIT**

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

**Application and Permit Information**

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


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

Contact Christina Smith with any questions: (812) 349-3589 or [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov)

**Event and Noise Information**

Name of Event:	Fireworks viewing		
Location of Event:	Maple Heights, east end of W 13 <sup>th</sup> St		
Date of Event:	July 3 (July 6 rain date)	Time of Event:	Start: 6:00 pm
Calendar Day of Week:	Wednesday (Saturday)		End: 11:00 pm
Description of Event:	Neighbors will be gathering to view the nearby Trades District fireworks display. Almost all of the noise will be coming from the fireworks, not from us.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, to Benefit:		

**Applicant Information**

Name:	Susan Hathaway		
Organization:	Maple Heights Neighborhood Assn.	Title:	
Physical Address:	517 W 13 <sup>th</sup> St, Bloomington, IN 47404		
Email Address:	suhathaw@indiana.edu	Phone Number:	8128555193
Signature:		Date:	May 29, 2019

**FOR CITY OF BLOOMINGTON USE ONLY**

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

**BOARD OF PUBLIC WORKS**

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-President

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Date

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Dana Palazzo, Secretary

**For City Of Bloomington Use Only**

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

**Notification to residents:**

DATE: **Insert date**

FROM: Maple Heights Neighborhood Association

TO: Neighbors on W 13<sup>th</sup> Street between Madison and Jackson

RE: Fireworks viewing (July 3<sup>rd</sup> or 6<sup>th</sup>)

Dear neighbor,

As you may have heard, this year's Fourth of July fireworks display once again will be launched from the Trades District (11<sup>th</sup> and Rogers) on the evening of Wednesday, July 3<sup>rd</sup>. (The show will take place on Saturday, July 6<sup>th</sup> if it is cancelled due to inclement weather on the 3<sup>rd</sup>.)

As we did last year, the Maple Heights Neighborhood Association is planning to block off several streets on the night of the fireworks so that neighbors can gather and enjoy the fireworks together. The affected streets are 13<sup>th</sup> Street between Jackson and Madison, and Rogers between 13<sup>th</sup> and the alley. Because you live in the blocked area, we want to warn you that you may have to move a barrier temporarily to drive to your residence in the hours leading up to the fireworks. Also, people and chairs will block these streets during the fireworks. So, if possible, please refrain from parking on the blocked streets on the night of the fireworks.

If you have any concerns or objections, please contact the Board of Public Works at 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). The proposal for the fireworks viewing will be on file and may be examined in the Public Works office at City Hall on the Friday (**insert date**) prior to the public meeting on (Tuesday, **DATE**) at 5:30 p.m. in the Council Chambers of the Showers Center City Hall at 401 N. Morton. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.



Maple Heights Block Party (July 3/6, 2019)



Block off the streets from just south of the alley between 13<sup>th</sup> and 14<sup>th</sup> Streets to just east of the intersection at 13<sup>th</sup> and Jackson Streets. Barriers will be needed at the points shown in yellow.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-56**

**Maple Heights Neighborhood Association**

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

WHEREAS, Maple Heights Neighborhood Association has requested use of city streets to conduct a street event; and

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

1. The City of Bloomington Board of Public Works agrees that a portion of the following City streets may be utilized to conduct the Maple Heights Block Party event between the hours of 6:00 p.m. and 11:00 p.m. on Wednesday, July 3, 2019: West 13<sup>th</sup> Street between Madison and Jackson, and North Rogers between 13<sup>th</sup> Street and the alley.
2. The street closure outlined above is for the purposes of allowing the Maple Heights Neighborhood Association to provide a community event.
3. Maple Heights Neighborhood Association shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Planning and Transportation Department.
4. Maple Heights Neighborhood Association shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Maple Heights agrees not to close street until 6:00 p.m. on Wednesday, July 3, 2019.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played until 11:00 p.m. on the day of the event.
6. Maple Heights Neighborhood Association shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
7. In consideration for the use of the City's property and to the fullest extent permitted by law, Maple Heights Neighborhood Association, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the

use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

8. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 11<sup>th</sup> DAY OF JUNE, 2019.

**BOARD OF PUBLIC WORKS:**

**MAPLE HEIGHTS NEIGHBORHOOD**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Position

# Staff Report

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**To: City of Bloomington Board of Public Works**  
**From: Jo Stong, HAND & Chris Wheeler, Legal**  
**Date: June 10, 2019**  
**Re: 2019 Abatement Contract**

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BMC 6.06 does primarily two things: (1) prohibits properties in Bloomington from being littered with garbage; and (2) prohibits properties in Bloomington from having grass or weeds that exceed the height of eight inches. When property owners in Bloomington do not comply with this regulation HAND issues fines and occasionally deems it necessary to ask this Board for permission to take corrective action through abatement of the violation.

HAND sought bids through requests for proposals to 3 known companies who provide abatement services within the City's Jurisdiction with only one timely submitted response which is acceptable to HAND. The following contract is for one year and has a maximum expenditure not to exceed \$10,000.00. The City seeks this Board's approval to enter into this agreement with the responsive service provider who will be the sole abatement provider for the City.

If the Board awards this agreement, the City will use 4 U Lawn and Landscape for any and all abatements it needs performed in the next year. Individual properties to be abated will be presented to this Board for individual approval.

Staff Recommendation: Approval of contract

## **AGREEMENT FOR ABATEMENT SERVICES**

**THIS AGREEMENT** is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as "City"), and Christopher Underwood d/b/a 4 U Lawn and Landscape, a private enterprise in the business of providing lawn and landscaping services (hereinafter referred to as "Service Provider").

**WHEREAS**, the City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City's municipal code which regulates, among other things, yard waste, garbage and vegetation height; and

**WHEREAS**, the City is required to abate noncompliant properties located within the corporation boundaries and in so doing relies upon private enterprises to perform said abatement services; and

**WHEREAS**, the City sought proposals and Service Provider was the only entity to submit a proposal and was the most responsive and responsible; and

**WHEREAS**, Service Provider is willing and able to perform all abatement services for and on behalf of the City and the City has available funds and is willing to pay the Service Provider for abatement services; and

**WHEREAS**, certain conditions must be met and uniform procedures established to facilitate proper performance of this service by Service Provider for and on behalf of the City.

**NOW, THEREFORE**, Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from May 28, 2019, to May 27, 2020. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.



3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1188 provided by the Service Provider and dated April 23, 2019, a copy of which is attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the "Subject Property").
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit "A"** in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days. No abatement of a Subject Property may be commenced until after this notice period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the ten (10) day notice period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of each Subject Property shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit "A"**. Service Provider shall provide a detailed billing statement within ten days of each completed abatement. The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction and submitted the invoice within the prescribed ten days.
8. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

10. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	PER OCCURRENCE	AGGREGATE
1. Commercial General Liability	\$1,000,000.00	\$2,000,000.00
2. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000.00	N/A
3. Workmen's Compensation & Employer's Liability	Statutory	Statutory

11. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
12. **Owner-Service Provider Side-Agreements.** The City shall not be responsible in any way with, nor is the City a party to, any side-agreement by and between the Service Provider and any owner of property that is subject to an abatement order. Any such side-agreements shall be disclosed, in writing, to the Housing and Neighborhood Development Department *before* the Service Provider commences any of the work to be performed under the side-agreement. The Service Provider shall ensure that any side-agreement does not cause any interference or delay in the timely performance of services required by the Service Provider to the City.
13. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
14. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider 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 City.
15. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
21. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
22. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider 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. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:  
Jo Stong  
HAND  
City Hall at Showers

Service Provider:  
Christopher Underwood  
4 U Lawn and Landscape  
6292 East State Road 45



401 N. Morton Street  
Bloomington, IN 47401

Bloomington, IN 47408

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

24. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. 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.
26. **Verification of New Employees' Employment Status.** The Service Provider 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). The Service Provider shall sign an affidavit, attached as **Exhibit "B"**, affirming that the Service Provider does not knowingly employ any 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.

The Service Provider 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 Service Provider or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Service Provider or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Service Provider 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 Service Provider or its subcontractor did not knowingly employ an unauthorized alien. If the Service Provider or its subcontractor fails to remedy the violation within the thirty (30) 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 Service Provider. If the City terminates the Agreement, the Service Provider or its subcontractor is liable to the City for actual damages.

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider 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. The Service

Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

27. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
28. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, 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. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "C"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
29. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

**City of Bloomington, Indiana:**

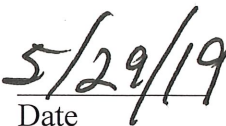
\_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Hamilton, Mayor  
City of Bloomington

\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Doris Sims, Director  
Housing and Neighborhood Development


  
\_\_\_\_\_  
Date

**4 U Lawn and Landscape:**

\_\_\_\_\_  
Christopher Underwood, d/b/a  
4 U Lawn and Landscape

\_\_\_\_\_  
Date

<b>CITY OF BLOOMINGTON</b>
Legal Department
Reviewed By: 
DATE: <u>MAY 21, 2019</u>

CITY OF BLOOMINGTON  
Controller  
Reviewed by:   
DATE: 5-21-19  
FUND/ACCT: 6 405-15-53990

**EXHIBIT "A"**

**Please see the attached invoice #1188 dated 4/23/2019**

## E-Verify Affidavit

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(Job Title) (Company Name)

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

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.

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires:\_\_\_\_\_

## EXHIBIT "C"

### 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing)

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

**4 U Lawn & Landscape**

6292 E. State Road 45

Bloomington, IN 47408 US

(812)320-3542

chrisu@4ulawnandlandscape.com

www.4ulawnandlandscape.com

**Estimate****ADDRESS**

Jo Stong

City of Bloomington

Housing &amp; Neighborhood

Development

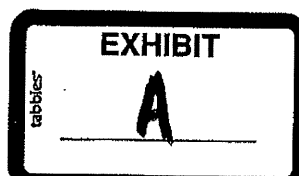
ESTIMATE #	DATE
1188	04/23/2019

ACTIVITY	QTY	RATE	AMOUNT
<b>Labor</b> Labor rate for removing garbage per hour	1	50.00	50.00
<b>Labor</b> Labor rate for mowing per hour	1	50.00	50.00
<b>Labor</b> Rate for bush hogging per hour	1	85.00	85.00
<b>Labor</b> Labor rate for bush/tree trimming per hour	1	50.00	50.00
<b>Misc. Labor Rate</b> Organic waste disposal per truck load (6yds)	1	35.00	35.00
<b>Misc. Labor Rate</b> Non-organic waste disposal fee (excludes tires) per ton	1	60.00	60.00
<b>Misc. Labor Rate</b> Tire disposal fee (passenger car)	1	7.00	7.00
<b>Misc. Labor Rate</b> Tire disposal fee (medium/heavy duty truck)	1	15.00	15.00
<b>Misc. Labor Rate</b> Labor rate for miscellaneous tractor use	1	75.00	75.00
<b>Misc. Labor Rate</b> Mobilization Estimate (minimum due for showing up to a property that has been approved for abatement but has been brought to code by owner after approval)	1	125.00	125.00

**TOTAL****\$552.00**

Accepted By

Accepted Date





## Board of Public Works Staff Report

**Project/Event:** Contract with Umphress Masonry, Inc., for Masonry Maintenance and Repair Services

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** June 11, 2019

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

Staff recommends awarding the contract to Umphress Masonry, Inc., not to exceed \$25,000.00.

Respectfully submitted,

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

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

This Agreement, entered into on this 11<sup>th</sup> day of June, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Umphress Masonry, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall perform masonry repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain masonry at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Fifty-Five Dollars (\$55.00) per hour per person Monday-Friday 7:00am-4:00pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of Eighty-Two Dollars and Fifty Cents (\$82.50) per person. Work done at any time on Sundays or Holidays will be performed at the rate of One Hundred Ten Dollars (\$110.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, 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-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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



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

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

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

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

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

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

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

Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. **Contractor:** Umphress Masonry, Inc., 8377 West Hinds Road, Bloomington, Indiana 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**CITY OF BLOOMINGTON**

**Umphress Masonry, Inc.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Dave Umphress, President

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Umphress Masonry, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/7/2019	Payroll				423,959.91
					<u>423,959.91</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 \$ 423,959.91

**Dated this 11 day of June year of 2019.**

\_\_\_\_\_  
**Kyla Cox Deckard President**

\_\_\_\_\_  
**Beth H. Hollingsworth Vice President**

\_\_\_\_\_  
**Dana Palazzo Secretary**

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

Fiscal Officer\_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Contract with Martin Riley Inc. for Building Assessments at All Fire Stations

**Petitioner/Representative:** Bloomington Fire Dept.

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

**Meeting Date:** June 11, 2019

This contract is for building assessments, recommended improvements, and estimated repair costs at all five fire stations.

Staff recommends awarding the contract to Martin Riley, Inc. not to exceed \$45,600.00.

Respectfully submitted,

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



June 6, 2019

Jason Moore  
City of Bloomington Fire Chief  
**Bloomington Fire Department**  
300 E 4<sup>th</sup> Street  
Bloomington, IN 47408

RE: Building Needs Assessment

Dear Jason,

Thank you for the opportunity to provide a proposal for the building assessment you want performed on Station 5. We understand the assessment is to include HVAC, plumbing, electrical, structural and foundation, building envelope and pavement (i.e. parking lot and drive) conditions.

**MARTINRILEY** architects-engineers (MRae) has the in-house team of architects, engineers (structural, mechanical, electrical, civil), and building envelope consultants to assist you in the development of this building assessment.

The following is a brief description of our services to complete this project:

- Review existing drawings (if any).
- Tour the building and site to visually observe the basic conditions of the parking lot/drives, building foundations, building envelope, HVAC, temperature controls, plumbing, site, interior finishes, and electrical systems.
- Document/quantify a scope of repairs/replacements/improvements required within a brief written summary assessment.
- Provide a spreadsheet with suggested performance criteria (i.e. estimated timelines/life-expectancy) and opinion of probable cost for repair and/or replacement.

We feel this scope reflects the minimum efforts required to deliver a quality project. If additional services are required, they can be provided at an additional fee based on the scope. Please see the attached Billing Rate Schedule.

Based on the above criteria, MRae is available to complete this study within 4 weeks following your notice to proceed.

MRae offers to perform the above services on a T&M basis not-to-exceed \$10,200.

If this proposal is acceptable, we will use it as a letter of agreement to proceed with the work.

In addition to the above assessment, if desired, we can also provide the same services for Stations: 1, 2, 3 and 4 on a T&M basis not-to-exceed \$10,200 per station. This fee is based on making separate trips for each fire station and completing them at different times. *Initial*



here if you agree to any or all of the additional Stations. (Initials)\_\_\_\_\_ (Stations)\_\_\_\_\_  
\_\_\_\_\_.

If desired, we can complete all 5 building assessments at one time for a reduced fee on a T&M basis not-to-exceed \$45,600. This reflects a 10% discount. *Initial here if you agree to all of the additional Stations at one time. (Initials)\_\_\_\_\_ (Stations)\_\_\_\_\_.*

We have included our Billing Rate Schedule for any additional services desired.

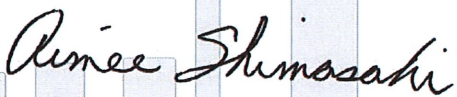
### Solicitation

If the above proposal is acceptable, please sign and date both letter copies and initial the attached Terms and Conditions; retain one of each for your files and return one original to our office.

We are confident in our ability to perform the services you need and appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to call. **MARTINRILEY** architects-engineers looks forward to working with you on this project.

Respectfully submitted,

Martin Riley, Inc.  
d/b/a **MartinRiley** architects-engineers

  
By: \_\_\_\_\_

Aimee Shimasaki, AIA  
Principal

M:\Proposals + SOQ\2019 Misc. Proposal Letters\2019.06.06 - Bloomington Fire Department - Building Assessment - Revised.docx



## **MARTIN RILEY** architects-engineers

### BILLING RATE SCHEDULE

	<u>Standard Rates</u>	<u>Legal Rates</u>
Principal	\$150.00	\$200.00
Engineer (P.E. )	\$150.00	\$200.00
Registered Architect	\$125.00	\$175.00
Registered Roof Consultant	\$125.00	\$175.00
Mech/Elec Systems Designer	\$125.00	\$175.00
Project Manager	\$ 90.00	\$100.00
Mech/Elec Systems Technician	\$ 75.00	\$100.00
Designer	\$ 65.00	
Interior Designer	\$ 65.00	
Production	\$ 60.00	
Intern	\$ 35.00	
Admin/Clerical	\$ 50.00	

Services and rates available upon request:

FARO 3-D Scanning

FLIR Infrared Thermography

Consultant and Reimbursable expenses shall be billed at 15% above the amount invoiced **MARTIN RILEY** architects•engineers.

Mileage shall be invoiced at .63 per mile



**JOHN HAMILTON  
MAYOR**

CITY OF BLOOMINGTON CONTROLLER'S OFFICE

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

## SUBSTITUTE W-9 & BANK/EFT FORM

(red boxes are required fields)

(Complete and Save form. Email or Fax to Controller's Office)

p 812.349.3412  
f 812.349.3456  
controller@bloomington.in.gov

### REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: SUBSTITUTE W-9

Name (as shown on your tax return):

Business Name/DBA (if different than above):

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_
- ☐ Other ► \_\_\_\_\_

**Exemptions:**  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.):

City, State, and ZIP code:

Telephone number:

Fax number:

Email:

Check all that apply:

- ☐ State or Local Government    ☐ City Employee    ☐ Contractual Employee    ☐ Farmer's Market Vendor    ☐ Not for Profit - 501(c)

List city department(s) you are doing business with (Parks, Fire, Utilities etc.):

Commodities or Services provided:

Primary NAICS Code:

DUNS #:

#### Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line To avoid backup withhold. For individuals, this is your social security number (SSN). However, for a Resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3 of IRS Form W-9. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3 of IRS Form W-9

**Note:** If the account is in more than one name, see the instructions for line 1 and the chart on page 4.

#### Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

#### Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

#### Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person or other U.S. person (defined below), and
- The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

#### Certification Instructions

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3 of the IRS Form W-9.

Please mail or fax this complete form as soon as possible to the Controller's Office using the contact information above.

**NO PAYMENTS WILL BE SENT UNTIL THIS FORM IS RECEIVED.**

SIGN  
HERE

Signature of  
U.S. person ►

Date ►



**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
FIRE DEPARTMENT AND  
MARTIN RILEY, Inc.**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Bloomington Fire Department (the "Department"), and Martin Riley, Inc. ("Consultant"),

**Article 1. Scope of Services** Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant 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. Consultant shall complete the Services required under this Agreement on or before July 31, 2019, 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jason Moore as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant 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** Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 Consultant 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 Consultant for all fees and expenses in an amount not to exceed forty-five thousand six-hundred dollars (\$45,600). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Jason Moore, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant 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** Consultant shall perform the Services according to the schedule set forth in Article 1. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Consultant** Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, 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 Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Consultant 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. Consultant 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** Consultant 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 Consultant 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, Consultant 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; and c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's



Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Consultant 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. Consultant 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 Consultant 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** Consultant 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, Consultant 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, Consultant 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** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

**Department:** City of Bloomington, Attn: Jason Moore, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Aimee Shimasaki, 221 W. Baker St. Fort Wayne, IN 46802. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

**Article 25. Opinions of Probable Cost** All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized that neither Consultant nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

CITY OF BLOOMINGTON

MARTIN RILEY, INC

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Aimee Shimasaki, Architect

CITY OF BLOOMINGTON FIRE DEPARTMENT

\_\_\_\_\_  
Jason Moore, Fire Chief

<b>CITY OF BLOOMINGTON</b>
Legal Department
Reviewed By:
<u>MIKE RAYNER</u>
DATE: <u>6/16/19</u>

**EXHIBIT A**  
**"Scope of Work"**

**EXHIBIT B**  
**"Project Schedule"**

N/A

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



EXHIBIT D

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MARTIN RILEY

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Installation of Air Conditioning System in Computer Server Room at City Hall by HFI

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** June 11, 2019

This contract is for the installation of an air conditioning system in the computer server room at City Hall. This work was begun under an emergency authorization from the Controller due to the critical nature of this system and the consequences of a system failure, which could include a failure of the City computer network.

Staff recommends awarding the contract to HFI for \$ 11,990.00.

Respectfully submitted,

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



CITY OF BLOOMINGTON

## APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

Auction Purchase  
Licensing Agreement☐  
☐Equipment Compatibility  
Governmental Discount☐  
☐GSA Special Pricing  
Single/Sole Source☐  
☒

No response to RFQ/ITB

☐Email this Request Form to Jeff Underwood: [underwoj@bloomington.in.gov](mailto:underwoj@bloomington.in.gov)

- 1) Request Date 5/20/2019
- 2) Requestor Name J. D. Boruff  
 Department Public Works  
 Telephone and E-mail 812-325-2952 boruffj@bloomington.in
- 3) Value of Proposed Contract or Purchase \$ approximately \$10,000.00  
 Recommended Vendor HFI  
 Budget Line 101-19-190000-53610

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

A/C in ITS server room in City Hall failed. This is a critical system for City infrastructure and operations. HFI is the vendor that provides service for all City Hall HVAC systems. HFI is also the factory representative for all water sourced heat pumps in equipment in City Hall.

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

HFI will be the service provider for any equipment installed. They are currently contracted to replace approximately 30 water sourced heat pumps in City Hall. One of these units is slated to go into the server room. The proposed split system will work in tandem with that system to insure continuous operation of the servers.


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

The installation of this system should happen as soon as possible. The new water sourced heat pump will be installed when they arrive, but the server room is operating on an old undersized A/C system that is of questionable reliability. It is function at the moment, but we have little confidence in it.

Describe why this vendor and solution was chosen.

A split system was chosen as a secondary system because it will operate totally independent of the other HVAC system in the building, thus preventing a total failure of A/C to the server room.

Approved By:

  
 Jeffery H. Underwood  
 Controller

Date

  
 Department Head

5/27/19  
 Date

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

HFI

FOR

## INSTALLATION OF AIR CONDITIONING SYSTEM IN COMPUTER SERVER ROOM AT CITY HALL

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

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **installation of air conditioning system in computer server room at City Hall**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

### ARTICLE 1. TERM

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

### ARTICLE 2. SERVICES

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

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

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

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Eleven Thousand Nine Hundred Ninety Dollars (\$11,990.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

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

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

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

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

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

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

## **5.05 Insurance**

### **5.05.01**

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

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



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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08** **Non-Discrimination**

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

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

## **5.09 Workmanship and Quality of Materials**

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

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

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

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

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

## **5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	HFI
Attn: J. D. Boruff, Facilities Director	Attn: Aaron Wagoner
P.O. Box 100 Suite 110	P.O. Box 1998
Bloomington, Indiana 47402	Bloomington, Indiana 47402-1998

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

HFI

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **INSTALLATION OF AIR CONDITIONING SYSTEM IN COMPUTER SERVER ROOM AT CITY HALL**

*This project shall include, but is not limited to:*

##### **Inclusions:**

1. Remove and dispose of the existing split system including air handler and condensing unit.
2. Furnish and install one (1) water cooled rental unit for temporary cooling.
3. Furnish and install one (1) 3-ton outdoor condensing unit pump with low ambient controls.
4. Furnish and install one (1) 3-ton wall hung evaporator.
5. Furnish and install all necessary refrigeration piping.
6. Furnish and install one (1) wireless controller.
7. Furnish and install one (1) non fused disconnect.
8. Bring system up to proper charge.
9. Lift Rental.

##### **Exclusions:**

1. Overtime/Shift Work.
2. Sales Tax.
3. Removal or Installation of water source heat pump.

## ATTACHMENT 'B'

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

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

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Printed Name

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

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

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



## “E-Verify AFFIDAVIT”

# E-VERIFY AFFIDAVIT

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.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Notary Public's Signature \_\_\_\_\_

Printed Name of Notary Public \_\_\_\_\_

**ATTACHMENT D**

# NON-COLLUSION AFFIDAVIT

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

## OATH AND AFFIRMATION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Organization)

By: \_\_\_\_\_

(Name and Title of Person Signing)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public Signature

Resident of \_\_\_\_\_ County

Printed Name



## Board of Public Works Staff Report

**Project/Event:** Replacement Blinds at City Hall

**Petitioner/Representative:** Department of Public Works, Facilities Division

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

**Meeting Date:** June 11th, 2019

The installation of replacement blinds at City Hall in the Mayor's and Dept. Mayor's Offices. The blinds at City Hall were damaged by large water leaks. They have been replaced due to the urgent need of window shades for those south facing offices. There were two additional blinds that were negotiated after the bidding was completed, hence the difference in the quoted and contract price.

Quotes were solicited from three contractors. There were only two responsive quotes. The vendors and their quotes are as follows:

<b>Company</b>	<b>Amount</b>
Budget Blinds	\$ 7,165.76 (2 shades added after bidding)
Sheer Elegance	\$ 8,127.00
Discount Blinds	Non-Responsive

Public Works staff recommend awarding the contract for these repairs to Budget Blinds \$ 7,895.78.

Respectfully submitted,

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

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

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**HAMM'S BLINDS & DRAPES INC.**  
**(D.B.A. BUDGET BLINDS OF BLOOMINGTON)**

**FOR**

**REPLACEMENT OF BLINDS AT CITY HALL**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Hamm's Blinds and Drapes Inc. (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Blinds at City Hall and Fire Station #2**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Seven Thousand, Eight Hundred Ninety-Five Dollars and Seventy-Eight Cents (\$7,895.78). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

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

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

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

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

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

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

## **5.05 Insurance**

### **5.05.01**

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

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



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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08** **Non-Discrimination**

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

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

## **5.09 Workmanship and Quality of Materials**

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

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

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

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

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

## **5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works	Hamm's Blinds & Drapes, Inc.
Attn: J.D. Boruff, Facilities Director	Attn: Kimm Hamm
P.O. Box 100	9506 North US Highway 231
Bloomington, Indiana 47402	Quincy, Indiana 47456

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

Hamm's Blinds & Drapes Inc.  
D.B.A. Budget Blinds of Bloomington

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **REPLACEMENT OF BLINDS AT CITY HALL**

*This project shall include, but is not limited to:*

1. Window shades for the offices of the Mayor and Deputy Mayor in Bloomington City Hall.
2. The blinds shall cover the exterior and interior windows of these offices.
3. The window shades shall be of the "Refine" style and Natural Linen (Sr 104) color.
4. Contractor shall provide installation, any hardware or materials need for installation, and window shades referenced above.

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

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

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Printed Name

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

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

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



## “E-Verify AFFIDAVIT”

## E-VERIFY AFFIDAVIT

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.

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: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Notary Public's Signature \_\_\_\_\_

Printed Name of Notary Public \_\_\_\_\_

**ATTACHMENT D**

# NON-COLLUSION AFFIDAVIT

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

## OATH AND AFFIRMATION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Organization)

By: \_\_\_\_\_

(Name and Title of Person Signing)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public Signature

Resident of \_\_\_\_\_ County

Printed Name



## Board of Public Works Staff Report

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**Project/Event:** Request to use public right-of-way to close 6<sup>th</sup> Street from College Avenue to the first alley West of College Avenue

**Staff Representative:** Liz Carter

**Petitioner/Representative:** Pritchett Brothers Inc.

**Date:** June 11, 2019

---

**Report:** Pritchett Brothers Inc has been contracted by CFC Properties to do tuck-pointing on the Graham Plaza, located at 205 N. College Avenue. In order to do this work, a crane must be placed in 6<sup>th</sup> Street, necessitating a closure of 6<sup>th</sup> Street.

Pritchett Brothers is requesting a full closure of a half block of 6<sup>th</sup> Street, including closure of the sidewalk on the north side of the street, and reservation of the 15 meters that are located in the area. The closure is being requested from June 12 – 28.

**Recommendation and Supporting Justification:** Staff recommends approval of the resolution.

**Recommend** ☒ **Approval** ☐ **Denial by** Liz Carter

## Proposed Plan for Street Closure, 6<sup>th</sup> & College Ave Bloomington

Pritchett Brothers Construction requests/proposes temporary lane and parking closures necessary for the masonry restoration of Graham Plaza's west elevation, located at the NW corner of 6<sup>th</sup> and College, Bloomington.

We propose to close the section of 6<sup>th</sup> Street from College Avenue west to the north-south running alley East of Morton Street for a period of two weeks; beginning Wednesday June 12<sup>th</sup>, ending Friday June 28<sup>th</sup>. Our means for closure shall be moveable wooden barricades, with "ROAD CLOSED" signs attached.

June 2019

We have been notified by representatives of Pritchett Brothers that they would like to close a section of 6<sup>th</sup> St adjacent to our building for a period of two weeks. We do not object.

A handwritten signature in blue ink, appearing to be "J. Smith", written over a horizontal line.

Representative, Social Cantina

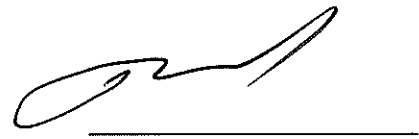
A handwritten signature in blue ink, appearing to be "Claus Martin", written over a horizontal line.

Director of Operations

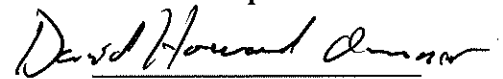
Printed Name and Title

June 2019

We have been notified by representatives of Pritchett Brothers that they would like to close a section of 6<sup>th</sup> St adjacent to our building for a period of two weeks. We do not object.

A handwritten signature in black ink, appearing to read "Dave Howard", written over a horizontal line.

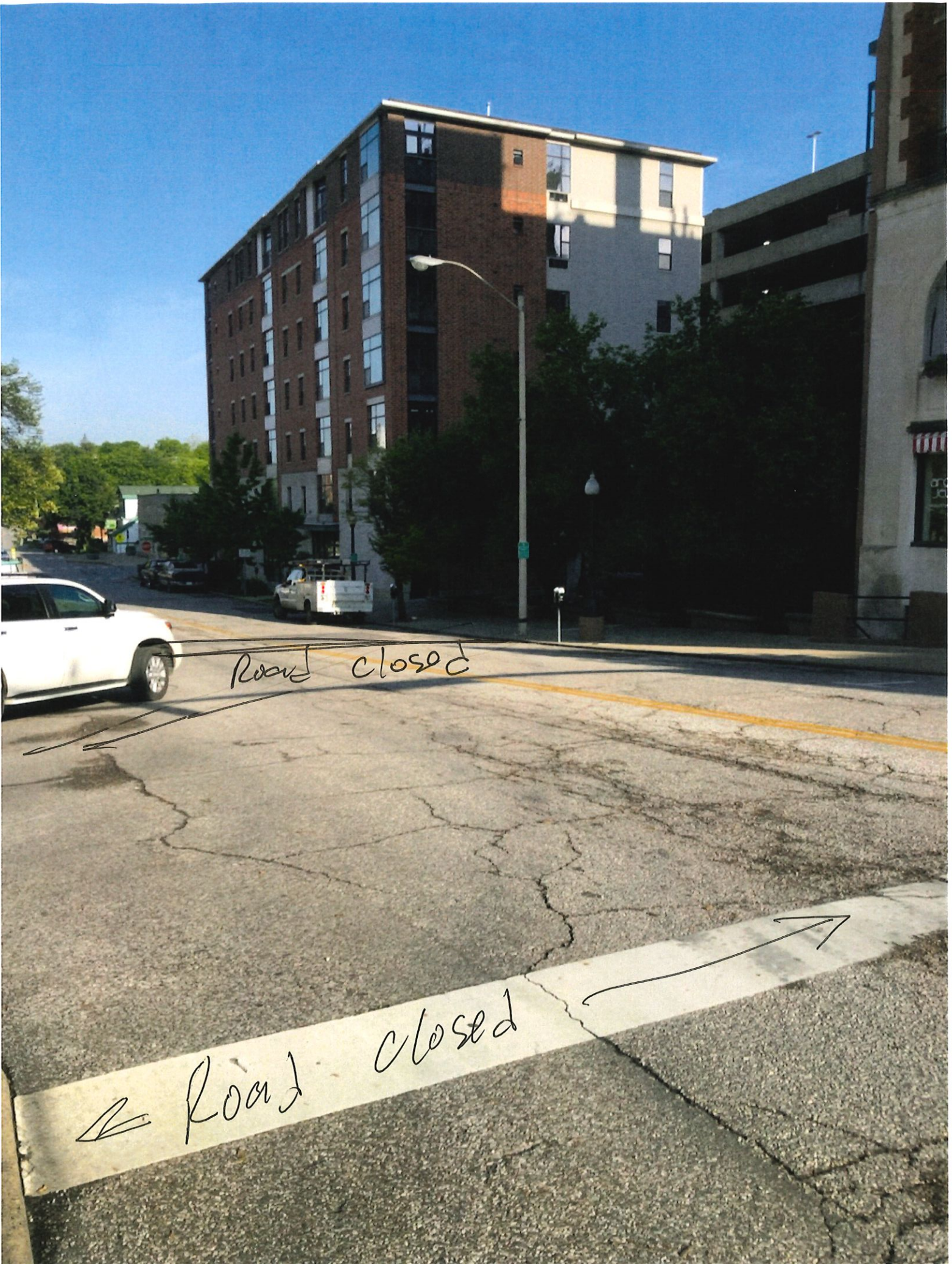
Representative, Dave Howard Home Improvement

A handwritten signature in black ink, appearing to read "Dave Howard", written over a horizontal line.

Printed Name and Title



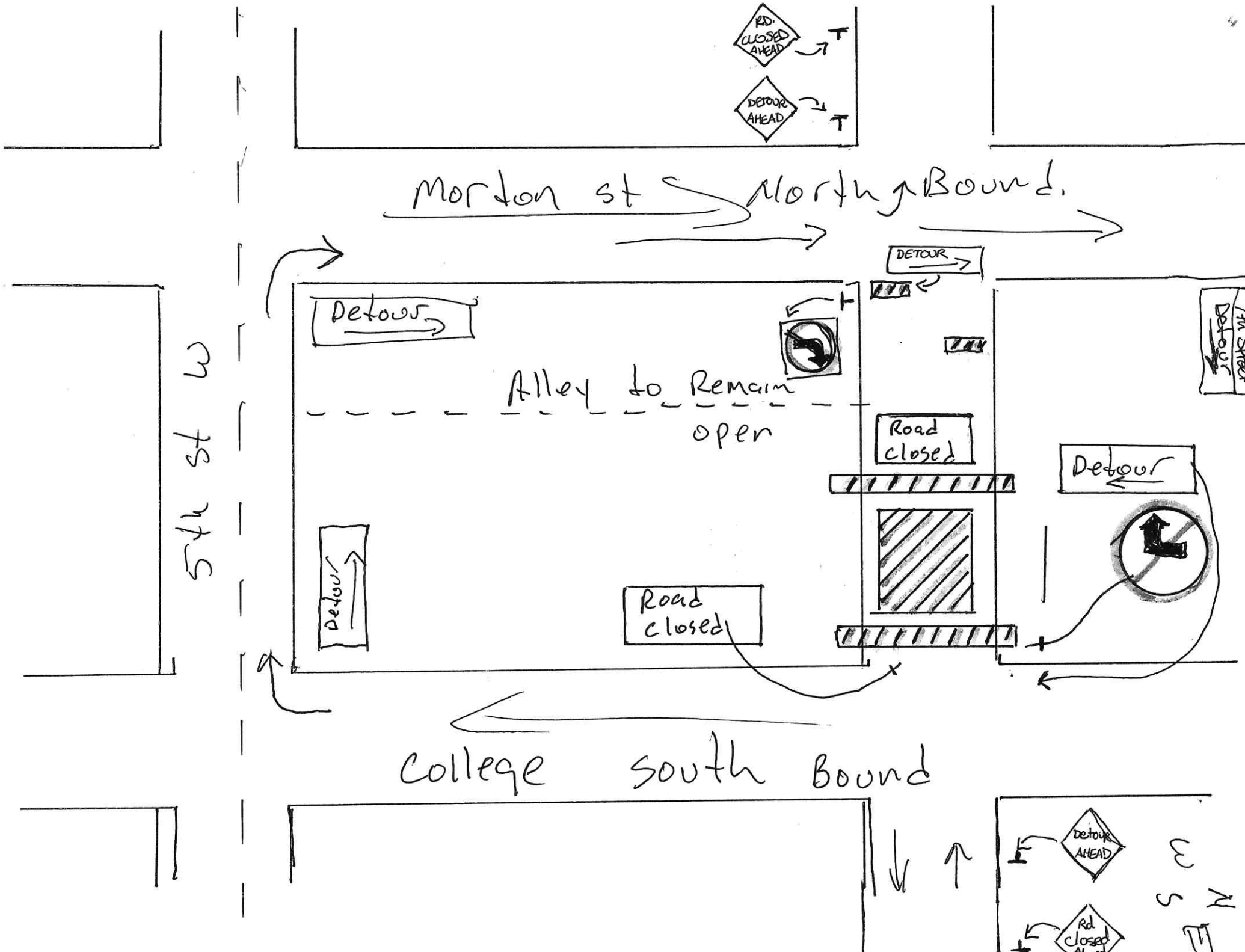












Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Pritchett Brothers, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Pritchett Brothers, Inc., outlines the binding conditions placed upon and agreed to by Pritchett Brothers, Inc., in exchange for use by Pritchett Brothers, Inc., its agents and subcontractors, of certain public right of way during tuck-pointing of the Graham Plaza of West 6<sup>th</sup> Street, and east of N. Morton Street at 205 N. College Avenue in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from June 12, 2019 through June 28, 2019 inclusive.
2. Planning and Transportation shall allow Pritchett Brothers, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A”.
3. Pritchett Brothers, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Pritchett Brothers, Inc., shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Pritchett Brothers, Inc., shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Pritchett Brothers, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Pritchett Brothers, Inc.
6. Pritchett Brothers, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Pritchett Brothers, Inc., shall restore such right of way and improvements

to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Pritchett Brothers, Inc., their employees, agents, contractors and subcontractors.

7. Pritchett Brothers, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
10. Nothing in this MOU shall be construed as replacement for or removal of requirements of any additional permits or permissions that are otherwise required for this project.
11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
12. Pritchett Brothers, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Pritchett Brothers, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
13. Pritchett Brothers, Inc., shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twenty dollars (\$20.00) per day per meter with an administrative fee of ten dollars (\$10.00). Pritchett Brothers, Inc., has requested the use of fifteen (15) parking spaces a term of seventeen (17) days for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU shall be Four Thousand Five Hundred and Ten Dollars (\$4,510). Pritchett Brothers, Inc., shall incur meter fees of Three Hundred Dollars (\$300.00) per day for each working day after June 28, 2019, that Pritchett Brothers, Inc., continues to use public right of way.

14. Prior to beginning work, Pritchett Brothers, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Jon Pritchett, Owner of Pritchett Brothers, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**City of Bloomington**

**Pritchett Brothers, Inc.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

By: \_\_\_\_\_  
Jon Pritchett, Owner

Date: **June 11, 2019**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Dept.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Approval of Preliminary Engineering Services with Strand Associates, Inc. for the Crosswalk Improvements Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 06/11/2019

**Report:** This project will improve crosswalks at numerous locations throughout the City. The project is programmed in the MPO TIP for construction (\$410,000 in federal funds) and construction engineering (\$60,684 in federal funds). No right of way acquisition is anticipated. Construction is expected in 2021.

Strand Associates, Inc. was selected to complete preliminary engineering for this project based on their response to a Request for Information (RFI). This contract will initially only include the preliminary scoping and cost estimations to help decide the number and location of crosswalks to be improved within the project. A future contract amendment will be necessary to complete design for the project. The total contract amount for this initial work is \$17,700.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Preliminary Engineering Contract with Strand Associates, Inc. for the Crosswalk Improvements Project.

**Recommend** ☒ **Approval** ☐ **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Future	2020
<b>Design Services Contract</b>	<b>Current Item</b>	<b>6/11/2019</b>
Construction Inspection Contract	Future	2020
Construction Contract	N/A*	2020

\* Construction contracts for federally funded projects are approved and managed by INDOT.

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of June 11, 2019 ("Effective Date") by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Strand Associates, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Wisconsin.

Des. No.: 1700976

Project Description: Crosswalk and pedestrian improvements at various locations in the City of Bloomington.

### RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 30, 2021. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 17,700.

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

## **SECTION VI      GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the



entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
  - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
    - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
    - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
  - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
  - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
  - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity

Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
  - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
  - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
  - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.



- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Bloomington  
Planning and Transportation Department  
Attn: Neil Kopper  
401 N. Morton Street, Suite 130  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Strand Associates, Inc.®  
Attn: William Z. Hawkins  
629 Washington Street  
Columbus, IN 47201

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
    - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
    - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
    - 3. Make progress so as to endanger performance of this Contract; or
    - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
  - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT****LOCAL PUBLIC AGENCY  
City of Bloomington Board of Public Works**\_\_\_\_\_  
Signature\_\_\_\_\_  
Joseph M. Bunker, Corporate Secretary

Attest:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Rachel A. Frieders\_\_\_\_\_  
Signature\_\_\_\_\_  
Kyla Cox Deckard, President\_\_\_\_\_  
Signature\_\_\_\_\_  
Beth H. Hollingsworth, Vice President\_\_\_\_\_  
Signature\_\_\_\_\_  
Dana Palazzo, Secretary\_\_\_\_\_  
Signature\_\_\_\_\_  
Philippa M. Guthrie, Corporation CounselCITY OF BLOOMINGTON  
Controller

Reviewed by:

\_\_\_\_\_  
 DATE: 6-5-19  
 FUND/ACCT: 601-13-34

<b>CITY OF BLOOMINGTON</b> Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>6-5-19</u>
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## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. Field Reviews

1. Conduct a brief field review of the crosswalk and pedestrian accommodations at up to 20 intersections identified by the LPA.
2. Collect site photographs of the crosswalks at each intersection.
3. Record potential traffic, drainage and/or utility conflicts with the proposed improvements at each intersection.

B. Intersection Evaluation

1. Develop plan view schematic of each proposed intersection pedestrian improvements overlaid on existing aerial photography.
2. Develop an Opinion of Probable Construction Cost (OPCC) for the proposed pedestrian improvements at each intersection utilizing the INDOT construction cost database and/or supplemental costs provided by the LPA.

C. Letter of Assessment

1. Summarize OPCC and other observations for each intersection in a draft letter of assessment for review by the LPA.
2. Meet with LPA representatives to discuss their review comments and prioritize intersection pedestrian improvements LPA intends to develop through design and construction documents.
3. Finalize letter of assessment along with a list of the projects the LPA intends to move forward with.



## **APPENDIX "B"**

### **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. List of intersections to be reviewed and proposed pedestrian improvement for each (assumed to be between 15 and 20 sites)
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Standard Specifications and standard drawings applicable to the project
4. Plans of existing traffic signals within the project limits
5. All written views pertinent to the location and environmental studies that are received by LPA
6. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
7. Available data from the transportation planning process
8. Utility plans available to LPA covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform services under this Contract
10. Pavement design analysis

**APPENDIX "C"****SCHEDULE:**

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

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

- |    |  |  |
|----|--|--|
| A. | Field Review                             | 14 days from Notice to Proceed                                       |
| B. | Intersection Evaluation                  | 30 days after Field Reviews  |
| C. | Assessment Report                        |  |
|    | 1. Draft Report submitted for LPA Review | 14 days after intersection evaluations completed                     |
|    | 2. Review meeting with LPA               | TBD  |
|    | 3. Final Report and recommendations      | 14 days after LPA review meeting<br>(Target date September 20, 2019) |



## **APPENDIX "D"**

### **Compensation:**

#### **A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the services performed under this Contract a lump sum fee not to exceed \$17,700 unless a modification of the Contract is approved in writing by the LPA.

#### **B. Method of Payment**

1. The CONSULTANT shall submit invoices to the LPA not more often than once a month for services covered under this Contract. This invoice will represent the value to the LPA of the services as of the date of the invoice.
2. In the event of a substantial change in the scope, character, or complexity for the services on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Paragraph 6 of the General Provisions set out in this Contract.



## Board of Public Works Staff Report

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**Project/Event:** Resolution 2019-\_\_: Request to use Public Right-Of-Way for Placement of Dumpster at W 8<sup>th</sup> St. by RAR2 - Smallwood Plaza Propco, LLC

**Petitioner/Representative:** RAR2 - Smallwood Plaza Propco, LLC/ Kendra Muller

**Staff Representative:** Sara Gomez, Public Improvements Manager

**Date:** 6/11/2019

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**Report:** RAR2 - Smallwood Plaza Propco LLC ("Smallwood") is requesting permission to use the right-of-way in the vicinity of W 8<sup>th</sup> St between Morton St and College Ave to place a dumpster container. Smallwood is doing a renovation on the interior of Smallwood Apartments. Space on site will be used for storing their materials; however, there isn't space for a dumpster. Smallwood would place a dumpster container in 2 metered parking spaces during the renovation and would pay for the meters no less than 24 hours in advance of placing the dumpster. The meters would be in use from July 8<sup>th</sup>, 2019 to August 26<sup>th</sup>, 2019.

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**Recommendation and Supporting Justification:** A Resolution document has been prepared for this right of way use request and has been signed by RAR2 - Smallwood Plaza Propco, LLC representative. Staff recommends that the Board approve this use of the right-of-way with the conditions of the Resolution.

**Recommend** ☒ **Approval** ☐ **Denial by** Sara Gomez





May 24<sup>th</sup>, 2019

*Via Electronic Delivery*

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

RE: 8<sup>th</sup> Street seven-week metered parking request

Smallwood on College is completing renovations within the building. In order to properly dispose of items, Smallwood is requesting the meters, 8<sup>th</sup> W 206 A&B, on 8<sup>th</sup> street be utilized for roll-off placement. This should not affect the path of traffic as it is a metered parking spot. Smallwood is requesting these metered spots from July 8<sup>th</sup>, 2019 to August 26<sup>th</sup>, 2019.

Smallwood respectfully requests that the Board of Public Works approves the extended purchase of metered parking referenced above from July 8<sup>th</sup>, 2019 through August 26<sup>th</sup>, 2019.

Respectfully,

A handwritten signature in black ink, appearing to read "K Muller", with a stylized, cursive script.

Kendra Muller  
Executive Director  
Smallwood on College



**City of Bloomington  
Public Works Department**

**Contractor/Construction Parking Permit Application**

In accordance with Bloomington Municipal Code § 15.32.180, upon approval of application, the permit shall allow for parking temporarily on a street to any person who, in the ordinary course of trade or business, is engaged in the construction, reconstruction, remodeling, servicing, maintenance or repair of buildings or other structures. A separate permit shall be required for each parking space needed for any vehicle, equipment, or staging.

The cost for a Contractor/Construction Parking Permit ("Permit") shall be the greater of the hourly parking rate or \$20 per vehicle parking space per hour of reservation. An additional \$10.00 administrative fee shall be levied for the processing of each approved application.

**BUSINESS INFORMATION**

Business Name: <i>Smallwood on College</i>		Contact Person: <i>Kendra Miller</i>	
Address: <i>455 N. College Avenue</i>			
City: <i>Bloomington</i>		State: <i>IN</i>	Zip Code: <i>47404</i>
Phone: <i>812-778-3336</i>		Email: <i>manager.smallwood@pepdmgmt.com</i>	
Number of Spaces Requested: <i>2</i>			
Nature of Request: <i>Roll-off</i>			
Block & Street Address: <i>8th Street</i>			
Meter Number(s) Requested: (Please attached additional pages if needed) <i>8th W 200 A &amp; B</i>		Date(s) & Time(s) Needed: <i>July 8 - August 26</i> <i>24/7</i>	



## DECLARATION

I declare, under penalty for perjury, that the above information is true and correct. I understand that if this information is found to be fraudulent, the Permit issued in association with this statement shall be revoked. I further declare, under penalty for perjury, that any Permit issued as a result of this application shall only be used during the approved time frame.

  
Signature of Applicant

5.24.19  
Date

**All Permit applications for requests which are less than 14 days must be submitted at least 3 business days in advance of the requested start date.**

**The Board of Public Works will review this application and render a decision at the next available Board Meeting from the date the application is filed for all permit application requests which are 14 days or longer.**

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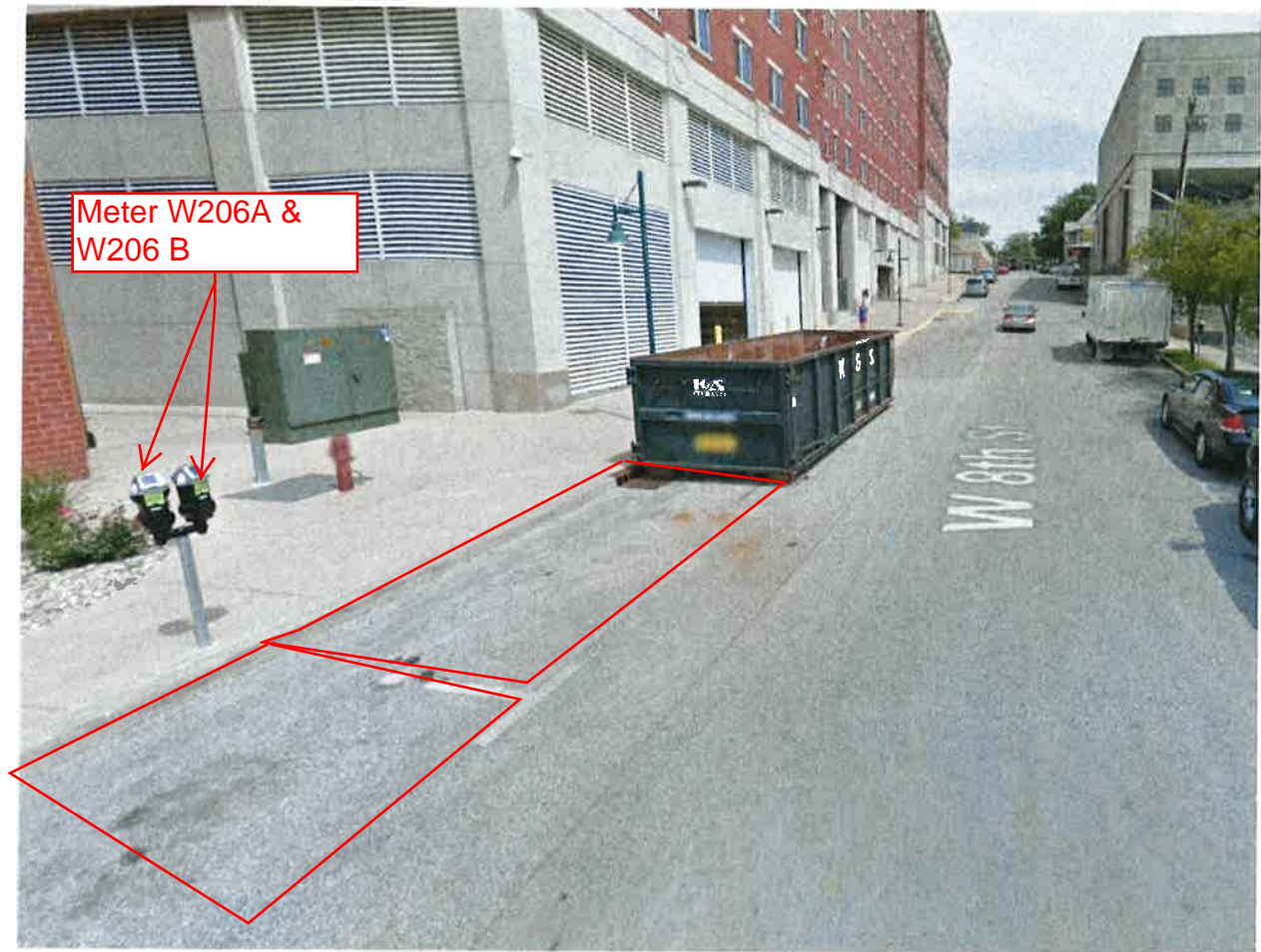
Does this request include any additional use of right-of-way and/or excavation in the right-of-way?

- ☐ Yes  
☒ No

If the work associated with this request includes excavation in the right-of-way or any additional use of the right of way, additional permissions will be required from the Planning and Transportation Department.

### **Total Due**

Administrative Fee	\$10.00
Cost of Meters	\$1,730.00
<b>Total Due</b>	





**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-57**

**PARKING SPACE RESERVATION AT W 8<sup>TH</sup> ST**

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

WHEREAS, RAR2 - Smallwood Plaza Propco, LLC, Inc. (hereinafter "Smallwood") has requested use of city right of way to place a dumpster container; and

WHEREAS, Smallwood has agreed to pay the City the sum of \$1,730.00 no less than twenty-four (24) hours prior to the placement of the dumpster onto the two (2) metered parking spaces identified below.

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

1. The City of Bloomington Board of Public Works agrees that the parking area adjacent to the following parking meters may be utilized to place a storage structure from Monday, July 8, 2019, until Monday, August 26, 2019: W206-A and W206-B. Smallwood agrees not to close off any roads, sidewalks, other parking areas or any other portion of the right of way during this time.
2. The parking spaces outlined above are for the purposes of allowing Smallwood to renovate the interior of the property on the northwest corner of College Avenue and W 8th Street.
3. In consideration for the use of the City's property and to the fullest extent permitted by law, Smallwood, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
4. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

**ADOPTED THIS 11<sup>th</sup> DAY OF JUNE, 2019.**

**BOARD OF PUBLIC WORKS:**

**RAR2 - SMALLWOOD PLAZA PROPCO,  
LLC:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Clark Wardle  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
CFO  
Position

\_\_\_\_\_  
Date





## Board of Public Works Staff Report

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**Project/Event:** Request from Crider and Crider for temporary road closures on N Dunn St between 45/46 Bypass and E Vernon Ave

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Crider & Crider/Bill Williams

**Date:** June 11<sup>th</sup>, 2019

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**Report:** Crider and Crider is requesting a temporary road closure on n Dunn St between 45/46 Bypass and E Vernon Ave. The request is to facilitate sanitary sewer infrastructure updates for City of Bloomington Utilities that will serve the new IU Health Bloomington Hospital. The closure would begin June 19th, 2019 and end July 3rd, 2019.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Crider and Crider for the temporary road closure on N Dunn St.

**Recommend** ☒ **Approval** ☐ **Denial by** *Sara Gomez*



June 6, 2019

*Via Electronic Delivery*

Board of Public Works  
City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

RE: Dunn Street; Request for Closure

Dear Board Members:

As you are aware, Indiana University Health / Bloomington Hospital and City of Bloomington Utilities are improving the sanitary sewer in various locations near the new hospital site. The overall project limits for these improvements begin on East 10<sup>th</sup> Street and end west of Walnut Street, near Cascades Park. Crider & Crider, Inc. has been hired to provide these improvements.

Previously, this Board had granted approval for Crider & Crider, Inc., to temporarily close two segments of Old 37 North and a segment of Range Road. Range Road was opened up this week and we are progressing on Old 37 North.

Due to an unforeseen circumstance, we are requesting to close Dunn Street on the north side of the SR 45 / 46 Bypass. This is necessary as an existing fiber optic line cannot be located and we cannot directional bore under the road as we had originally intended to do. We are requesting the closure date be from June 12<sup>th</sup> through June 26<sup>th</sup>. All work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

Crider & Crider, Inc. will coordinate all activities with the City of Bloomington and City of Bloomington Utilities, City of Bloomington Parks and Recreation Department, law enforcement and transit providers to assure the closure information is well communicated. Therefore, Crider & Crider, Inc. respectfully requests that the Board of Public Works approves the closures described above from June 19, 2019 through July 3, 2019.

Sincerely,

Bill Williams, Project Manager  
Crider & Crider, Inc.

BW/me

1900 Liberty Drive, Bloomington, IN 47401

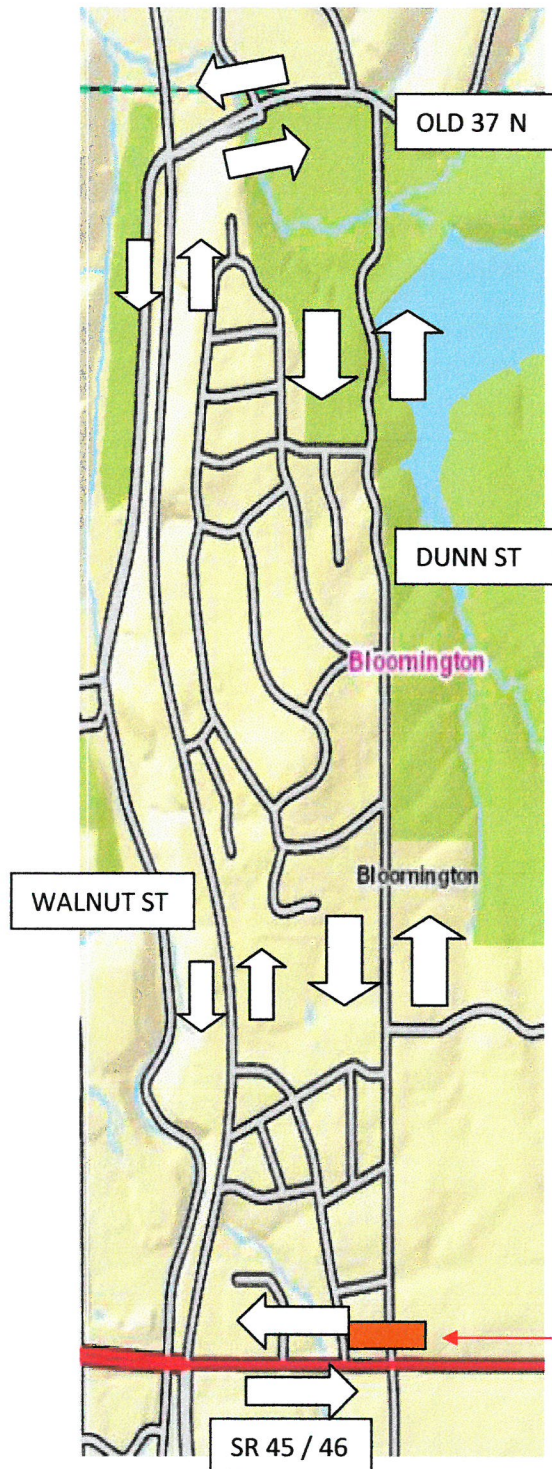
Phone 812.336.4452 Facsimile 812.333.1434

[www.cridrandcrider.com](http://www.cridrandcrider.com)



# IUHBH / Offsite Sanitary Sewer Improvements

## Dunn Street at SR 45 / 46 Bypass – MOT PLAN



### NOTES:

- 1) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices.
- 2) Signs will be inspected regularly and maintained.
- 3) The schedule is approximate and is subject to change. The City of Bloomington will be notified of any changes to the schedule.
- 4) Closure Period:  
6/10/2019  
thru  
6/22/2019.

### DETOUR

- \*Dunn Street at SR 45 / 46
- \*SR 45/46 to North Walnut St
- \*North Walnut Street to Old 37 N
- \*Old 37 North at Dunn Street

### CLOSURE / CONSTRUCTION AREA

SR 45 / 46 AT DUNN STREET  
NORTH SIDE OF INTERSECTION



# City of Bloomington

## Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

### Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: Dunn Street SR 45 / 46 Bypass Vernon Avenue  
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☒ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley  
☐ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure: ☐ Work on Sidewalk/Multiuse Path/Trail ☐ Work in Street  
☐ Loading and Unloading ☒ Utility Work ☐ Special Event ☐ Work on Private Property  
☐ Other: \_\_\_\_\_

Date(s) of Closure: From June 12, 2019 To June 26, 2019

> 2 weeks? ☐ Yes ☒ No

Start Time: 7:00 a.m. / ~~xxx~~

End Time: 5:00 ~~xxx~~ / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

#### Applicant Information:

Name or Organization: Crider & Crider, Inc.

Contact Person (Printed Name): Bill Williams, Project Manager

Contact Email: bwilliams@criderandcrider.com Contact Phone No.: (812) 336-4452

Signature: Bill Williams Date: June 7, 2019

#### For Administration Use Only

Approved By: \_\_\_\_\_ ☒ BPW ☐ Staff ☐ Director Date: June 11, 2019

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_





**City of Bloomington  
Public Works Department**

Placeholder for: NB Item #7 – Approve Construction Agreement for Winslow-Henderson Path and Intersection Improvements Project

Bids will be opened at the Board of Public Works Work Session Meeting on June 10, 2019 at Noon



## Board of Public Works Staff Report

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**Project/Event:** Request for extension of permission for use of the public right of way for construction and memorandum of understanding amendment at 217 W 6<sup>th</sup> Street. (AlleyWorks).

**Staff Representative:** Dan Backler

**Petitioner/Representative:** HHI Yellow Cab LLC/David Howard

**Date:** 06/11/2019

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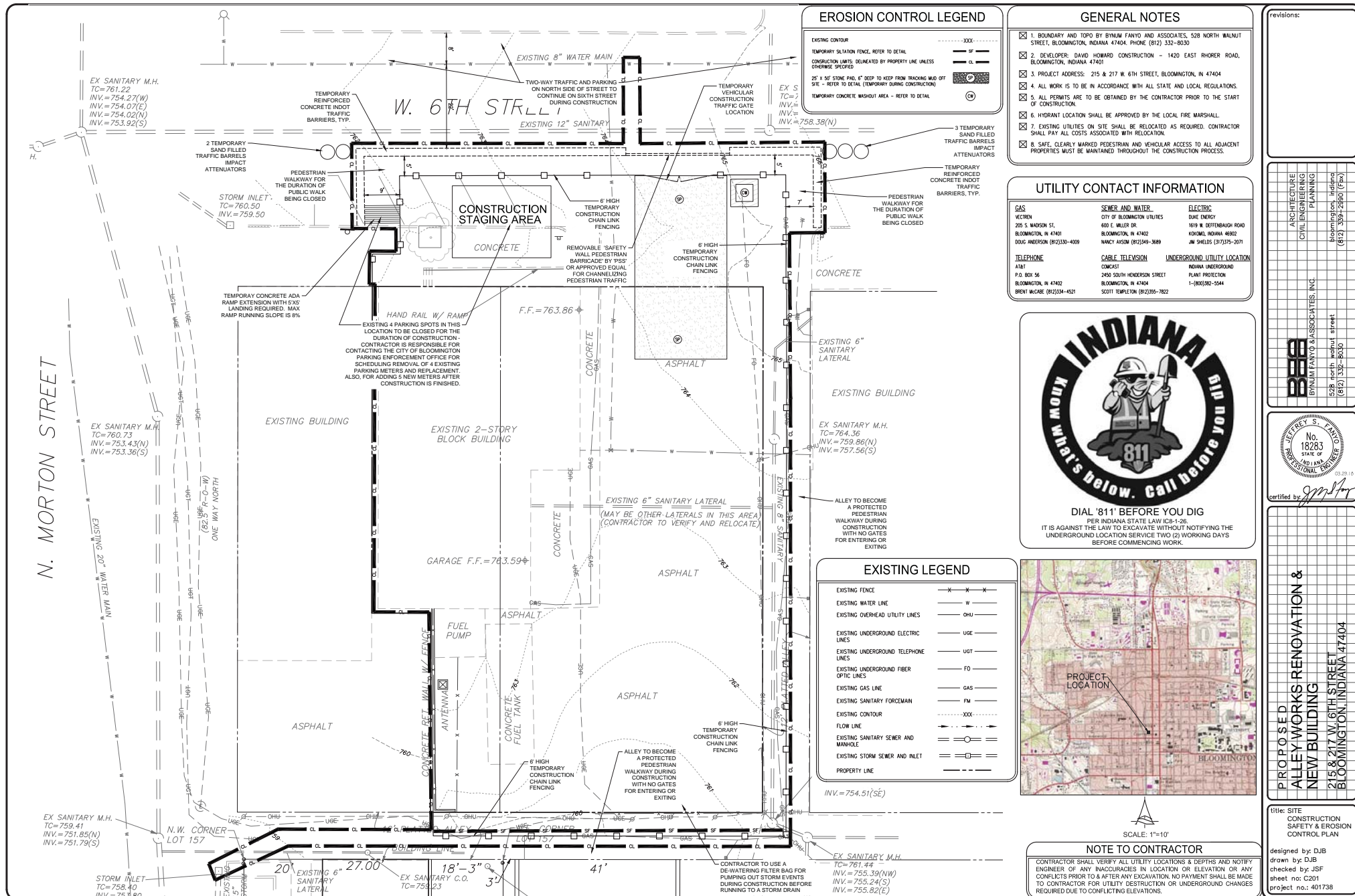
**Report:** In April of 2018, HHI Yellow Cab LLC was given permission through an MOU to use the right-of-way adjacent to their construction site. Due to utility delays, David Howard of has requested an extension for the use of the right-of-way.

**Recommendation and Supporting Justification:** The use of the right-of-way is typical for downtown construction projects. Staff recommends approval of the MOU for use of right-of-way. Staff has been in contact with the petitioner and has made efforts to ensure that adjacent property owners have been informed of this extension and that the parameters of the extension are clear.

**Recommend** ☒ **Approval** ☐ **Denial by** Dan Backler



# EXHIBIT A



ALLEYS MAY BE UTILIZED FOR ACTIVE WORK. NO MACHINES SHALL BE PARKED IN ALLEY. ALLEYS SHALL GENERALLY REMAIN OPEN. EAST ALLEY AND SOUTH ALLEY SHALL NOT BE CLOSED AT THE SAME TIME

Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
**HOWARD'S HOME IMPROVEMENT, INC**  
**Amendment #1**

This **first amendment of this** Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and **HHI Yellow Cab LLC (HHI)**, outlines the binding conditions placed upon and agreed to **by HHI**, in exchange for use by **HHI**, its agents and subcontractors, of certain public right of way during the construction of the Yellow Cab (**Alleyworks**) development in the area south of West 6<sup>th</sup> Street, and east of N. Morton Street, as depicted in Exhibit A, at 217 W 6th Street in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from May 1, 2018, through **February 1, 2020**, inclusive.
2. Planning and Transportation shall allow **HHI**, to block and restrict from general public usage the Construction Site as depicted in Exhibit “A”.
3. **HHI**, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. **HHI**, shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, **HHI**, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. **HHI**, shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by **HHI**.
6. **HHI**, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. **HHI**, shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this



MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by **HHI**, their employees, agents, contractors and subcontractors.

7. **HHI**, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
10. Nothing in this MOU shall be construed as replacement for or removal of requirements of any additional permits or permissions that are otherwise required for this project.
11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
12. **HHI**, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of **HHI**'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
13. **HHI**, shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of West 6<sup>th</sup> Street directly adjacent to the Construction Site as depicted in Exhibit "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following **HHI**'s replacement of the meter posts.
14. **HHI**, shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twenty dollars (\$20.00) per day per meter with an administrative fee of ten dollars (\$10.00). **HHI**, has requested a term of approximately twenty (20) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this **amended MOU shall be Eighteen Thousand, One Hundred**

**Seventy Dollars and Zero Cents (\$18,170.00).** **HHI**, shall incur meter fees of **Eighty Dollars (\$80.00)** per day for each working day after **February 1, 2020**, that **HHI**, continues to use public right of way. **Use of right-of-way shall not commence until this amount is paid in full.**

15. Prior to beginning work, **HHI**, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
16. **HHI**, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
17. David Howard, Member of **HHI**, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**City of Bloomington**

**HHI Yellow Cab LLC**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

By: \_\_\_\_\_  
David Howard, Member

Date: June 11, 2019

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Dept.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** Request approval of Amendment #2 to Memorandum of Understanding for construction at 223 N Morton Street (Omega Building).

**Staff Representative:** Dan Backler

**Petitioner/Representative:** Omega Visions, LLC/Gilliatte General Contractors

**Date:** 06/11/2019

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**Report:** On November 13, 2018 the Board of Public Works approved an MOU with Gilliatte General Contractors allowing them to use right-of-way for the construction of a building at the southwest corner of 7<sup>th</sup> and Morton. The project is on schedule to be out of the right-of-way by July 1<sup>st</sup>, as is indicated in the original MOU. Gilliatte is now requesting to be allowed to close the sidewalk on the north side of the project until July 1st to complete masonry work. A second amendment to their MOU will need to be approved and signed by the Board. Also, due to an error, the meter fees that are shown in Amendment #1 are not correct. The corrected fees are reflected in Amendment #2.

**Recommendation and Supporting Justification:** The use of the right-of-way is typical for downtown construction projects. Staff recommends of the second amendment of the MOU for use of right-of-way.

**Recommend** ☒ **Approval** ☐ **Denial by** Dan Backler

Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Gilliatte General Contractors, Inc.

**AMENDMENT #2**

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Gilliatte General Contractors, Inc., outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right of way during the construction of the Omega development in the area south of West 7<sup>th</sup> Street, and west of N. Morton Street, as depicted in Exhibit A, at 223 N Morton Street in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from **NOVEMBER 13, 2018**, through **JULY 1, 2019**, inclusive.
2. **PLANNING AND TRANSPORTATION SHALL ALLOW GILLIATTE GENERAL CONTRACTORS, INC., TO BLOCK AND RESTRICT FROM GENERAL PUBLIC USAGE THREE (3) METERED PARKING SPACES ON THE NORTH SIDE OF THE CONSTRUCTION SITE (ALONG 7<sup>TH</sup> STREET) BEGINNING NOVEMBER 13, 2018 UNTIL JULY 1, 2019, INCLUSIVE.**
3. Planning and Transportation shall allow Gilliatte General Contractors, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A” **FROM DECEMBER 10, 2018 UNTIL JULY 1, 2019, INCLUSIVE. An additional closure of the sidewalk as shown in exhibit B will be permitted as part of Amendment #2 of this MOU.**
4. Gilliatte General Contractors, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
5. Gilliatte General Contractors, Inc., shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Gilliatte General Contractors, Inc., shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.



6. Gilliatte General Contractors, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors, Inc..
7. Gilliatte General Contractors, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Gilliatte General Contractors, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Gilliatte General Contractors, Inc., their employees, agents, contractors and subcontractors.
8. Gilliatte General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
9. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
10. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
12. Gilliatte General Contractors, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Gilliatte General Contractors, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
13. Gilliatte General Contractors, Inc., shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the

metered parking spaces along the south side of West 7<sup>th</sup> Street as well as the west side of North Morton Street and directly adjacent to the Construction Site as depicted in Exhibits "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Gilliatte General Contractors, Inc.'s replacement of the meter posts.

14. Gilliatte General Contractors, Inc., shall pay for any and all meter fees associated with the closure of parking spaces adjacent to the Construction Site. Gilliatte General Contractors, Inc., has requested and is using thirteen (13) reserved parking spaces through the end of the term of this Amendment #2. Amendment #1 to the MOU for this Project contained a clerical error in the calculation of meter fees. This miscalculation resulted in the fees for meter reservation in Amendment #1 being lower than is required by Municipal Code section 15.32.180 – Contractor/construction parking permit. The Parties will be in discussion to resolve this issue.
15. Prior to beginning work, Gilliatte General Contractors, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
16. Gilliatte General Contractors, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
17. Thomas J. Ritman, President of Gilliatte General Contractors, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**City of Bloomington**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Dept.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_

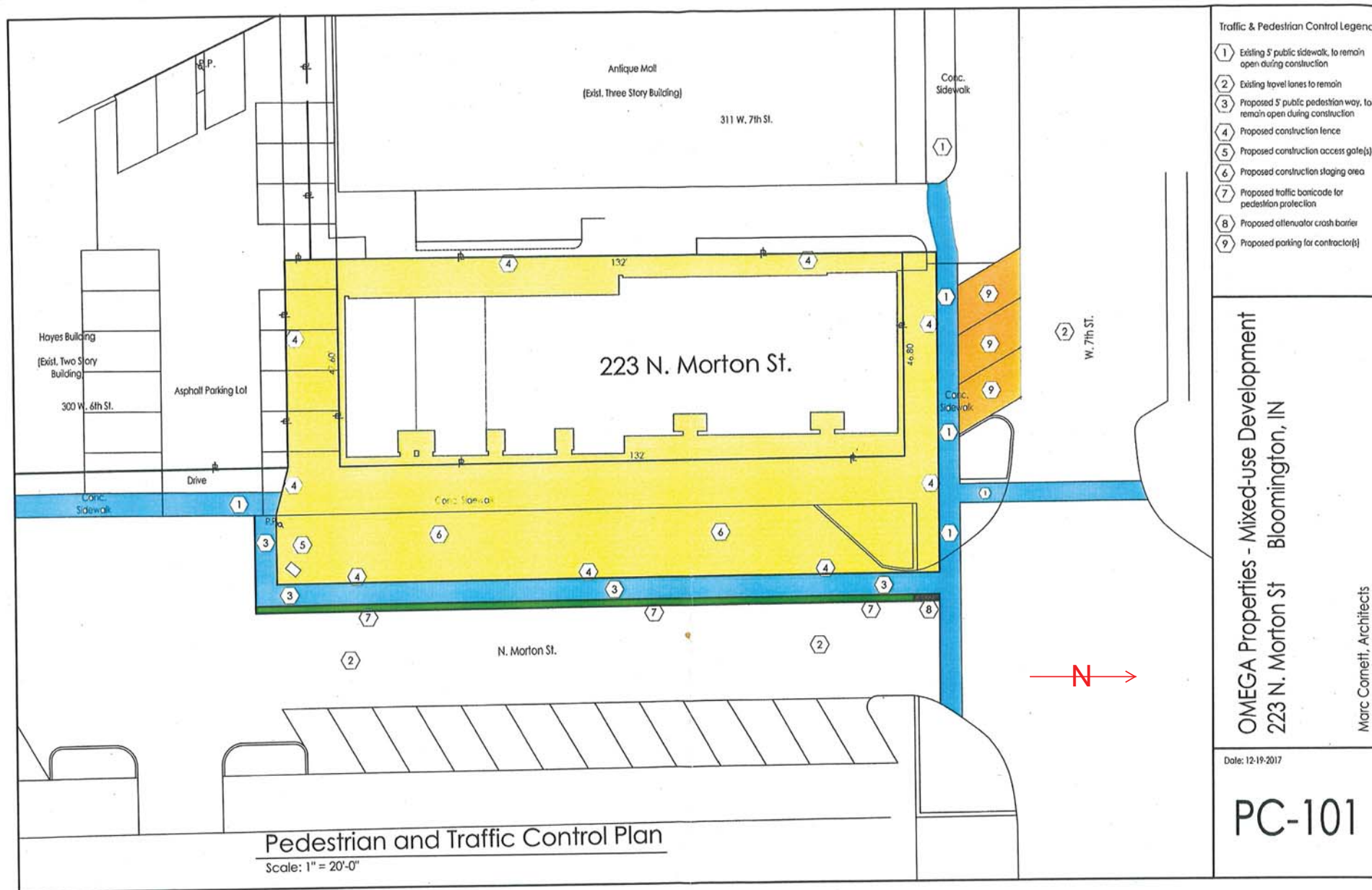
**Gilliatte General Contractors**

By: \_\_\_\_\_  
Thomas J. Ritman, President

Date: \_\_\_\_\_



# EXHIBIT A







## **Gilliatte General Contractors Parking Meter fees for 7<sup>th</sup> & Morton Project:**

MOU Amendment #2 stated the amount owed until July 1, 2019, would be \$26,981.00

Beth Reynolds reported that Gilliatte had previously paid: \$ 6,617 (payment made 11/16/2018)  
Gilliatte made another payment: \$20,364  
Total paid equals amount contained in Amend #2 \$26,981 (2018 & 2019 @ \$12/day)

Beth then calculated for each day for 2019 to account for the daily cost of parking meters of \$20 rather than \$12. The MOU will be further amended to include the correct meter cost.

For the initial reservation of three (3) parking meter spaces, the costs should have been:

From 11/19/2018 through 12/31/2018 (34 days) -- \$ 1,229

For 2019, 1/1/2019 through 7/1/2019 (151 days) -- \$ 9,070

Correct cost for the 3 parking spaces: \$10,299

For the addition of ten (10) more parking meter spaces, the cost should have been:

From 12/10/2018 through 12/31/2018 (18 days) -- \$ 2,165

For 2019, 1/1/2019 through (7/1/2019) (151 days) -- \$30,210

Correct cost for the 10 parking spaces: \$32,375

The total cost for the 13 meters for 2018 was:	\$ 1,229 (3 meters)
	+ <u>2,165 (10 meters)</u>
	\$ 3,394

The total cost for the 13 meters for 2019 should have been:	\$ 9,070 (3 meters)
	<u>30,210 (10 meters)</u>
	\$ 39,280

Amount Amendment #2 should have contained:	\$42,674
Less amount contained in Amendment #2 and paid:	<u>\$26,981</u>
Amount of additional parking meter fees to be paid:	\$15,693

Daily cost for 13 meters for each day after 7/1/2019:	\$ 260
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# City of Bloomington

## Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

### Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: 7<sup>th</sup> Street B-Line Trail Morton St  
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☐ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley

☒ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure: ☒ Work on Sidewalk/Multiuse Path/Trail ☐ Work in Street

☒ Loading and Unloading ☐ Utility Work ☐ Special Event ☐ Work on Private Property

☐ Other: \_\_\_\_\_

Date(s) of Closure: From Urban 5/29/19 To 7/1/19  
> 2 weeks? ☐ Yes ☐ No

Start Time: 11:00 a.m. / p.m.

End Time: 11:00 a.m. / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

#### Applicant Information:

Name or Organization: Gilliatte General Contractors Inc

Contact Person (Printed Name): Zach Bayer

Contact Email: zbayer@gilliatte.com Contact Phone No.: 317-281-4893

Signature: Zach Bayer Date: 5/14/19

For Administration Use Only

Approved By: \_\_\_\_\_ ☒ BPW ☐ Staff ☐ Director Date: \_\_\_\_\_

Staff Representative: Dan Backler Phone#: 812-349-3522 Date: 5/22/2019

Form Updated 2019-03-14



Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Gilliatte General Contractors, Inc.

**AMENDMENT #2**

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Gilliatte General Contractors, Inc., outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right of way during the construction of the Omega development in the area south of West 7<sup>th</sup> Street, and west of N. Morton Street, as depicted in Exhibit A, at 223 N Morton Street in Bloomington, Indiana (hereinafter the “Construction Site”).

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3. Planning and Transportation shall allow Gilliatte General Contractors, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A” **FROM DECEMBER 10, 2018 UNTIL JULY 1, 2019, INCLUSIVE. An additional closure of the sidewalk as shown in exhibit B will be permitted as part of Amendment #2 of this MOU.**
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8. Gilliatte General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
9. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
10. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
12. Gilliatte General Contractors, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Gilliatte General Contractors, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
13. Gilliatte General Contractors, Inc., shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the



metered parking spaces along the south side of West 7<sup>th</sup> Street as well as the west side of North Morton Street and directly adjacent to the Construction Site as depicted in Exhibits "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Gilliatte General Contractors, Inc.'s replacement of the meter posts.

14. Gilliatte General Contractors, Inc., shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Gilliatte General Contractors, Inc., has requested **THE USE OF THREE (3) SPACES FROM NOVEMBER 13, 2018 UNTIL JULY 1, 2019, INCLUSIVE, AND TEN (10) SPACES FROM DECEMBER 10, 2018 UNTIL JULY 1, 2019, INCLUSIVE**, for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are **FORTY-TWO THOUSAND SIX HUNDRED SEVENTY FOUR** Dollars and Zero Cents (**\$42,674**). Gilliatte General Contractors, Inc., shall incur meter fees **TWO HUNDRED SIXTY** Dollars and Zero Cents (**\$260.00**) per day for each working day after **JULY 1, 2019**, that Gilliatte General Contractors, Inc., continues to use public right of way. **This amount shall be paid prior to work continuing.**
15. Prior to beginning work, Gilliatte General Contractors, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
16. Gilliatte General Contractors, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
17. Thomas J. Ritman, President of Gilliatte General Contractors, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**City of Bloomington**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

Date: **June 11, 2019** \_\_\_\_\_

**Gilliatte General Contractors**

By: \_\_\_\_\_  
Thomas J. Ritman, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Dept.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** Acceptance of Amendment to Final Plat of Canada Farm Phase III.

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Dan Backler, Project Engineer

**Date:** 6/11/2019

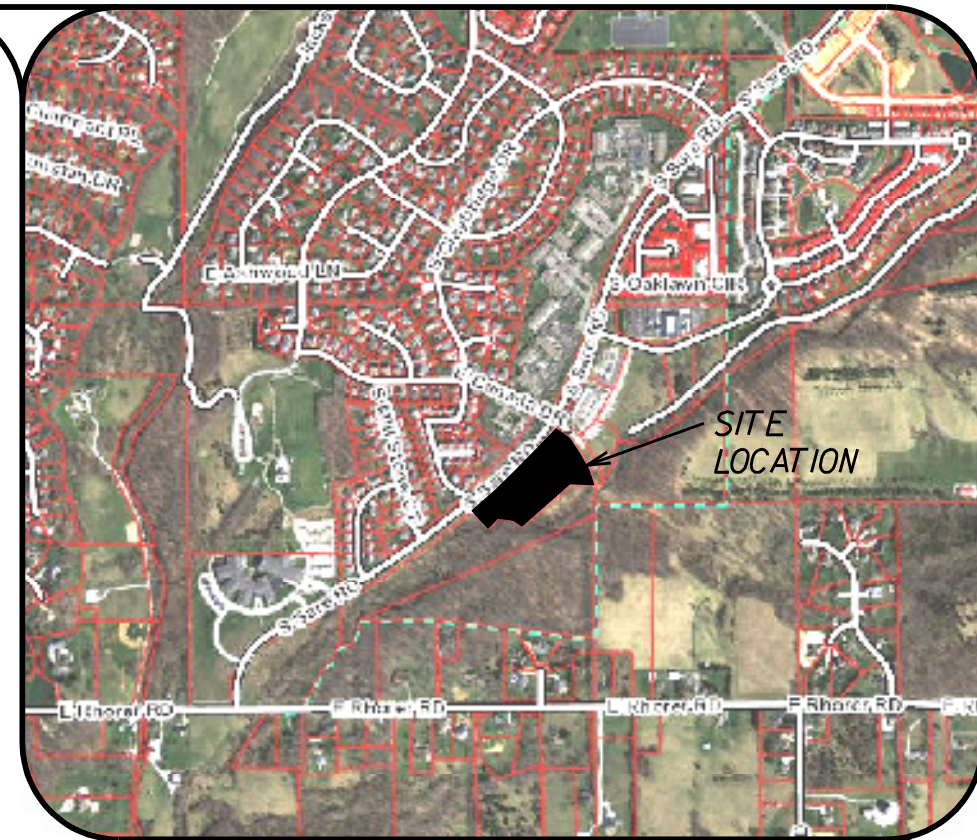
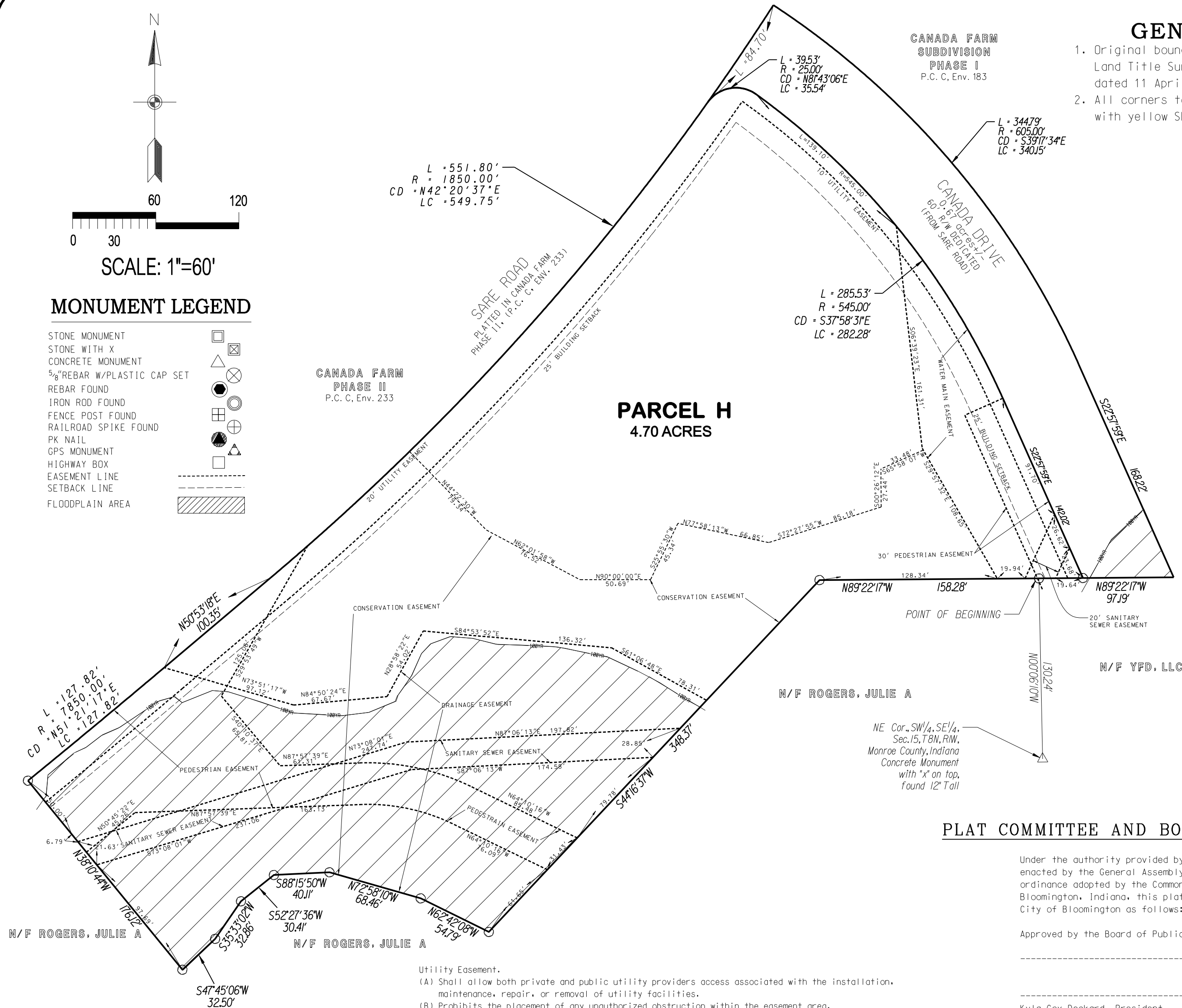
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**Report:** An amendment was made to the Final Plat of Canada Farm Phase III to reflect a change in utility easements. Board of Public Works approval is required for any final plat.

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**Recommendation and Supporting Justification:** Staff recommends the acceptance of this amendment of the final plat.

**Recommend** ☒ **Approval** ☐ **Denial** by Dan Backler



## LOCATION MAP

LEGAL DESCRIPTION FOR "PARCEL H"

No Scale



A part of the South Half of Section 15, Township 8 North, Range 1 West, Monroe County, Indiana, and being more particularly described as follows:  
COMMENCING at a concrete monument found at the northeast corner of the Southwest Quarter of the Southeast Quarter; thence NORTH 00 degrees 06 minutes 10 seconds West 130.24 feet to a 5/8" rebar set at the POINT OF BEGINNING; thence NORTH 89 degrees 22 minutes 17 seconds West 158.28 feet; thence SOUTH 44 degrees 16 minutes 37 seconds West 348.37 feet; thence NORTH 62 degrees 42 minutes 08 seconds West 54.79 feet; thence NORTH 72 degrees 58 minutes 10 seconds West 68.46 feet; thence SOUTH 88 degrees 15 minutes 50 seconds West 40.11 feet; thence SOUTH 52 degrees 27 minutes 36 seconds West 30.41 feet; thence SOUTH 35 degrees 33 minutes 02 seconds West 32.86 feet; thence SOUTH 47 degrees 45 minutes 06 seconds West 32.50 feet; thence NORTH 38 degrees 10 minutes 44 seconds West 176.12 feet to the east right-of-way line of Sare Road as platted in Canada Farm, Phase II (Plat Cabinet C, Envelope 233); thence on said right-of-way line 127.82 feet on a 7850.00 radius non-tangent curve to the left whose chord bears NORTH 51 degrees 21 minutes 17 seconds East 127.82 feet; thence NORTH 50 degrees 53 minutes 18 seconds East 100.35 feet; thence 551.80 feet on a 1850.00 foot radius tangent curve to the left whose chord bears NORTH 42 degrees 20 minutes 37 seconds East 549.75 feet; thence 344.79 feet on a 605.00 foot radius non-tangent curve to the right whose chord bears SOUTH 39 degrees 17 minutes 34 seconds East 340.15 feet; thence SOUTH 22 degrees 57 minutes 59 seconds East 168.22 feet to the north line of land of Deckard (Deed Book 309, Page 206); thence on the north line of land of Deckard NORTH 89 degrees 22 minutes 17 seconds West 97.19 feet to the POINT OF BEGINNING, containing 5.37 acres, more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.  
Certified this \_\_\_\_\_ day of June, 2019.

Todd M. Borgman  
State of Indiana  
Registered Land Surveyor No. LS21200021  
I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law.  
Todd M. Borgman

## PLAT COMMITTEE AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member

Approved by the City Plat Committee at a meeting held:  
February 11, 2019

Terri Porter, Director of Planning and Transportation

Joseph Hoffmann, President of Plan Commission

The undersigned, Tim Henke, Member of Sentinel Indiana, LLC., being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known and designated Canada Farm Phase 3 Final Plat Amendment 1.

IN WITNESS WHEREOF, Sentinel Indiana, LLC., an Indiana Limited Liability Corporation, by Tim Henke, Member, has hereunto executed this \_\_\_\_\_ day of June, 2019.

\_\_\_\_\_  
Tim Henke, Member  
Sentinel Indiana, LLC

STATE OF INDIANA )  
COUNTY OF MONROE )

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Tim Henke, personally known to me to be a Member of Sentinel Indiana, LLC., and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Canada Farm Phase 3 Final Plat Amendment 1 as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of June, 2019.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
a resident of Lawrence County

CANADA FARM PHASE III,  
FINAL PLAT AMENDMENT 1

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401



JOB NO. 5000  
PAGE 1 OF 1





## Board of Public Works Staff Report

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**Project/Event:** Dedication of Right of Way on North Dunn for Meadowood

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Dan Backler, Project Engineer

**Date:** 6/11/2019

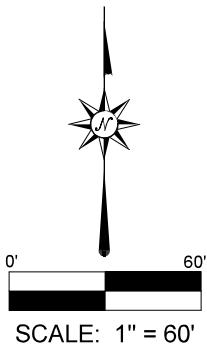
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**Report:** As part of the amendment of the Meadowood PUD a portion of right-of-way is to be dedicated so that the width of the right-of-way is consistent with the thoroughfare plan. BPW approval is a condition of that dedication.

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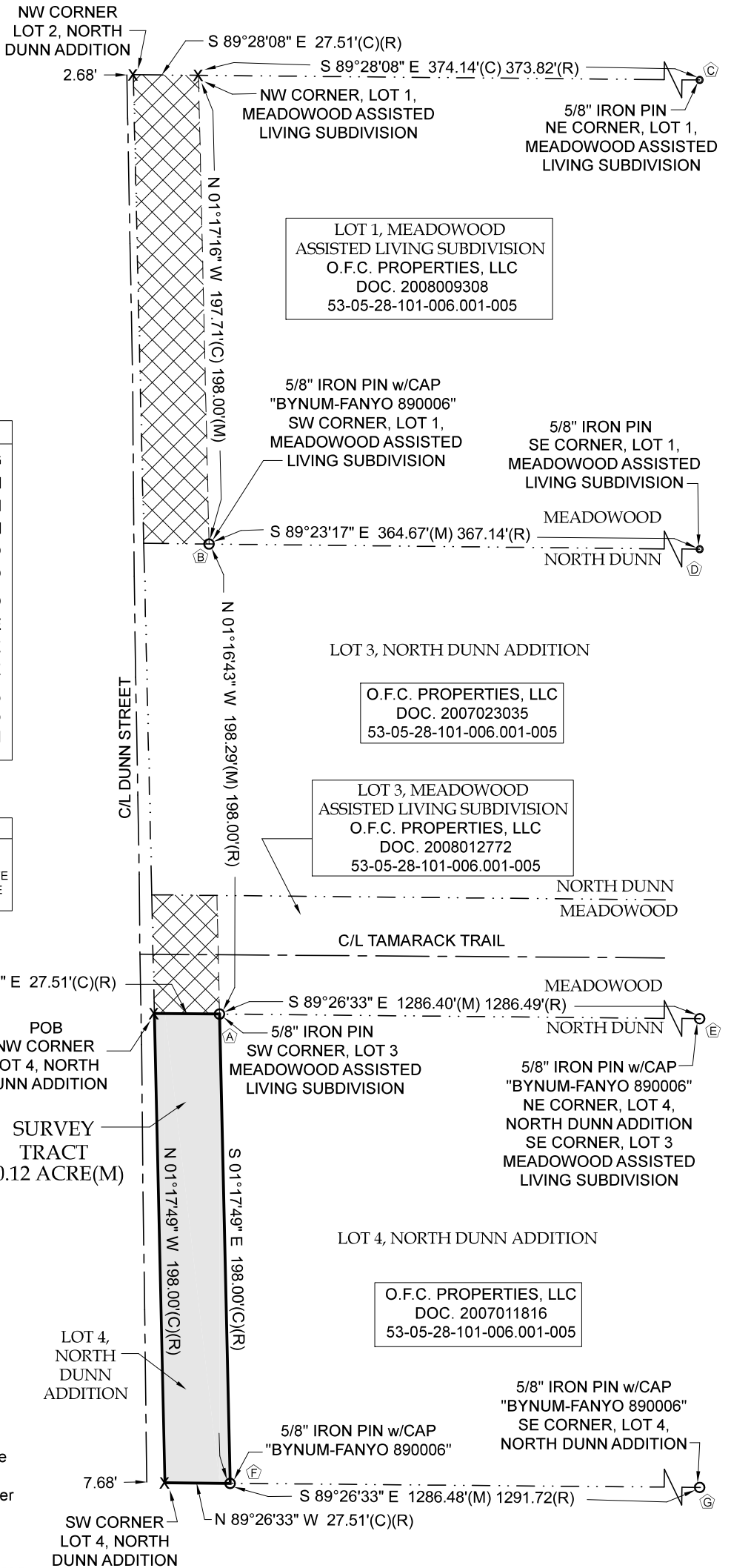
**Recommendation and Supporting Justification:** Staff recommends that the Board accept this portion of the right-of-way.

**Recommend** ☒ **Approval** ☐ **Denial by** Dan Backler



LEGEND	
POB	POINT OF BEGINNING
(M)	MEASURED DIMENSION
(R)	RECORD DIMENSION
(C)	CALCULATED DIMENSION
○	FOUND MONUMENT AS NOTED
X	NO MONUMENT FOUND
ⓑ	MONUMENT NOTE (SEE REPORT)
————	SURVEY LINE
-----	ADJOINERS PROP. LINE
- - - - -	SUBDIVISION LINE
	RIGHT-OF-WAY DEDICATED MEADOWOOD ASSISTED LIVING SUBDIVISION

NOTES
BEARINGS ARE BASED ON GRID NORTH NAD 83 INDIANA WEST ZONE PER REAL TIME GPS OBSERVATIONS TAKEN FOR THIS SURVEY. LAST DATE OF FIELD WORK IS 9/18/18. THIS PLAT IS INCOMPLETE WITHOUT THE ASSOCIATED SURVEYOR'S REPORT.




Certification

I, Kevin J. Hennessy, an Indiana Registered Land Surveyor, do hereby certify that to the best of my information, knowledge and belief, the data shown herein and the information given in the report is true and correct and represents a survey performed in accordance with Title 865 IAC 1-12 completed under my direct supervision on June 4th, 2019.

*Kevin J. Hennessy*  
Kevin J. Hennessy, LS 20200026



PLAT OF RIGHT-OF-WAY DEDICATION			Prepared by: Kevin J. Hennessy	
Part of Lot 4 of North Dunn Addition in the City of Bloomington, Monroe County, Indiana			 6085 South 50 West Fort Branch, IN 47648 Phone: (812) 753-5941 Fax: (812) 753-4559 E-Mail: Hsurvey@sit-co.net	
CLIENT: FIVE STAR	FILE: 19-050	PAGE: 1 of 2		
DRAWN: RMB	DATE: 6-4-19	SCALE: 1" = 60'		



RIGHT-OF-WAY DESCRIPTION

Part of Lot 4 of North Dunn Addition in the City of Bloomington, Monroe County, Indiana, more particularly described as follows:

Beginning at the northwest corner of said Lot; thence South 89 degrees 26 minutes 33 seconds East along the north line of said Lot 27.51 feet to a found 5/8 inch iron pin; thence South 01 degrees 17 minutes 49 seconds East 198.00 feet to a 5/8 inch iron pin with cap stamped "Bynum-Fanyo 890006" found on the south line of said Lot; thence North 89 degrees 26 minutes 33 seconds West along the south line of said Lot 27.51 feet to the southwest corner of said Lot; thence North 01 degrees 17 minutes 49 seconds West along the west line of said Lot 198.00 feet to the Point of Beginning, containing 0.12 acre more or less.

SURVEYOR'S REPORT

In accordance with Indiana Survey Standards as defined in the Indiana Administrative Code (865 IAC 1-12 "rule 12"), the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established this survey as a result of:

- Availability, Condition and Integrity of Reference Monuments
- Record Documents
- Lines of Occupation, and
- Relative Positional Accuracy of Measurements

There may be unwritten rights associated with these uncertainties.

The purpose of this Original Survey is to describe a parcel to assist in the dedication of a right-of-way. Lot 4 of North Dunn Addition is currently owned by O.F.C. Properties, LLC.

Real-time GPS equipment was used to locate the found monuments at the lot corners as shown on the survey plat.

The Relative Positional Accuracy, as defined by IAC 865, is a value expressed in feet that represents uncertainty due to random errors in measurement of any point on a survey relative to any other point on the same survey, at a 95 percent confidence level. The RPA of this survey is within the specifications set forth by IAC 865 for an "Urban" survey (0.07 feet plus 50 parts per million).

Record Documents

The subject tract is part of North Dunn Addition, recorded in Plat Cabinet B, Envelope 51, and is described in cardinal direction and feet with no calls for monuments at lot corners.

The adjoining Meadowood Assisted Living Subdivision, recorded in Document 2007007120 in Plat Cabinet D, Envelope 65, is described in metes and bounds with calls for 5/8 inch iron pin with cap at all lot corners.

Reference Monuments and Theory of Location

In the field research for this survey, sufficient evidence was found, as shown on the survey plat, which provided data to verify or reestablish the record title lines of the subject tract. Unless noted otherwise on the plat of survey, all found and set monuments are flush with the ground, in good material condition and firmly set in the ground. This report provides information on the found monuments that were used to support this survey by identifying each monument by its survey point letter. Variances were found with the measured distance between found monuments as compared to their record calls and are noted on the accompanying plat.

Points A, B, C, D, E - found monuments, set by Bynum Fanyo and Associates, Inc. in survey for the plat of Meadowood Assisted Living Subdivision recorded in Document 2007007120.

Points F and G - found monuments set by Bynum Fanyo and Associated, Inc., as part of a survey for Meadowood Assisted Living Subdivision Phase Two. Both points are along the south line of Lot 4 of North Dunn Addition.

The east line of the right-of-way dedication is established along a line from Point A to Point F at the record distance of 198.00 feet. The west line of the right-of-way dedication is established by offsetting the east line 27.50 feet. The north line of the right-of-way dedication was established along the north line of Lot 4 from Point E through Point A to the established west line. The south line is parallel to the north line and is established from Point F to the established west line.

Existing lines of occupation or possession if any exist are noted on the survey plat.

Reservations

Except as specifically stated or shown on the accompanying Survey Plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: restrictive covenants; zoning or other land use regulations; easements.

Affirmation


In accordance with IC 36-2-7.5-5(a), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Respectfully prepared by,

*Kevin J. Hennessy*

Kevin J. Hennessy, LS 20200026  
June 4th, 2019

PLAT OF RIGHT-OF-WAY DEDICATION Part of Lot 4 of North Dunn Addition in the City of Bloomington, Monroe County, Indiana			<div>Prepared by: Kevin J. Hennessy</div> <div></div> <div>6085 South 50 West Fort Branch, IN 47648 Phone: (812) 753-5941 Fax: (812) 753-4559 E-Mail: Hsurvey@sit-co.net</div>
CLIENT: FIVE STAR	FILE: 19-050	PAGE: 2 of 2	
DRAWN: RMB	DATE: 6-4-19	SCALE: 1" = 60'	

**PUBLIC RIGHT OF WAY DEDICATION**

THIS INDENTURE WITNESSETH, that O.F.C. Corporation, an Indiana corporation, (hereinafter “Grantor”) being the fee simple owner of all the real estate described herein, does hereby convey, warrant and dedicate to the City of Bloomington Board of Public Works, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right of way.

IN WITNESS WHEREOF, Grantor has executed this Public Right of Way Dedication as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**

**O.F.C. CORPORATON**

\_\_\_\_\_  
Richard W. Siedel, Jr.  
Treasurer and Chief Financial Officer

**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF MIDDLESEX**

Before me, the undersigned notary public, personally appeared Richard W. Siedel, Jr., the Treasurer and Chief Financial Officer of O.F.C. Corporation the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public



**ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY**

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this 11 day of June, 2019.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

By: \_\_\_\_\_  
Dana Palazzo, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at which time Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Signature of Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_

Printed Name of Notary Public

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Hunter Hendricks	01-refund adoption fee-canine		06/14/2019	75.00
Jane Klausmeier	01-refund adoption fee/rabies vac-canine		06/14/2019	75.00
Account 43430 - Animal Adoption Fees Totals			2	\$150.00
<b>Account 43460 - Medical</b>				
Jane Klausmeier	01-refund adoption fee/rabies vac-canine		06/14/2019	5.00
Account 43460 - Medical Totals			1	\$5.00
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-tweezers-2		06/14/2019	15.58
6530 - Office Depot, INC	01-laminator, display hooks		06/14/2019	86.36
Account 52110 - Office Supplies Totals			2	\$101.94
<b>Account 52210 - Institutional Supplies</b>				
4623 - Bayer Corporation	01-antibiotics-5/15/19		06/14/2019	151.20
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-antibiotics, anti-fungal-5/16/19		06/14/2019	119.77
313 - Fastenal Company	01-soap, laundry detergent, window cleaner-6/22/19		06/14/2019	205.89
313 - Fastenal Company	01-scrub brush-5/21/19		06/14/2019	32.36
4586 - Hill's Pet Nutrition Sales, INC	01-kitten/puppy/canine/feline food-5/17/19		06/14/2019	519.58
3929 - IDEXX Laboratories, INC	01-heartworm and parvo tests-5/14/19		06/14/2019	799.80
4633 - Midwest Veterinary Supply, INC	01-credit-rebate partnership program-5/13/19		06/14/2019	(155.85)
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL-5/23/19		06/14/2019	56.49
4633 - Midwest Veterinary Supply, INC	01-vaccines, rabbit food, milk replacer, syringes-5/23/19		06/14/2019	967.32
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG, bowls, syringes, rabbit food-5/23/19		06/14/2019	327.41
4633 - Midwest Veterinary Supply, INC	01-rabbit food-5/15/19		06/14/2019	19.32
4633 - Midwest Veterinary Supply, INC	01-pain meds, milk replacers, heating pads, syringes-5/15/19		06/14/2019	498.43
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG & XL, syringes-5/15/19		06/14/2019	162.00
4633 - Midwest Veterinary Supply, INC	01-Heprin-5/15/19		06/14/2019	12.52
Account 52210 - Institutional Supplies Totals			14	\$3,716.24
<b>Account 52310 - Building Materials and Supplies</b>				





# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	01-hose parts, key rings, kennel parts-5/16/19		06/14/2019	30.09
	Account <b>52310 - Building Materials and Supplies</b> Totals	1		\$30.09
Account <b>52420 - Other Supplies</b>				
50972 - CDW, LLC	01-multipart adapter for laptop		06/14/2019	74.67
50972 - CDW, LLC	01-cable for laptop		06/14/2019	11.69
205 - City Of Bloomington	01-PC reimb-volunteer party supplies-plated tongs, latex ballon		06/14/2019	6.50
205 - City Of Bloomington	01-PC reimb-food for Volunteer Appreciation party-4/26/19		06/14/2019	26.51
205 - City Of Bloomington	01-PC reimb-supplies for Volunteer party		06/14/2019	35.40
205 - City Of Bloomington	01-PC reimb-utensils & decor for Volunteer appreciation party		06/14/2019	21.00
205 - City Of Bloomington	01-PC reimb-utensils for Volunteer appreciation party		06/14/2019	4.99
	Account <b>52420 - Other Supplies</b> Totals	7		\$180.76
Account <b>52430 - Uniforms and Tools</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	01-batteries for ACO radios-5/02/19		06/14/2019	231.50
	Account <b>52430 - Uniforms and Tools</b> Totals	1		\$231.50
Account <b>53130 - Medical</b>				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/29-5/30/19		06/14/2019	720.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgery-5/30/19-cat		06/14/2019	35.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/1-5/16/19		06/14/2019	3,117.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, diagnostics-5/21/19		06/14/2019	167.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-5/28/19		06/14/2019	225.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-5/14/19		06/14/2019	332.00
	Account <b>53130 - Medical</b> Totals	6		\$4,596.00
Account <b>53220 - Postage</b>				
4487 - PMB East, INC (PakMail)	01-BOH shipping-5/28/19		06/14/2019	36.72
	Account <b>53220 - Postage</b> Totals	1		\$36.72
Account <b>53990 - Other Services and Charges</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	01-ACO radio repairs-5/17/19		06/14/2019	562.50
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	01-ACO radio repairs-5/17/19		06/14/2019	562.50
	Account <b>53990 - Other Services and Charges</b> Totals	2		\$1,125.00
	Program <b>010000 - Main</b> Totals	37		\$10,173.25

Program **010001 - Donations Over \$5K**



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53130 - Medical</b>				
6529 - BloomingPaws, LLC	01-emergency visit, x-rays-4/22/19		06/14/2019	355.48
6529 - BloomingPaws, LLC	01-emergency visit-5/29-5/30/19		06/14/2019	489.12
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/1-5/16/19		06/14/2019	390.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, diagnostics-5/21/19		06/14/2019	785.69
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, treatment-5/9/19		06/14/2019	38.50
Account <b>53130 - Medical</b> Totals			5	\$2,058.79
Program <b>010001 - Donations Over \$5K</b> Totals			5	\$2,058.79
Department <b>01 - Animal Shelter</b> Totals			42	\$12,232.04
<b>Department 02 - Public Works</b>				
Program <b>020000 - Main</b>				
<b>Account 46060 - Other Violations</b>				
Sandy Culbertson	14-refund over payment pkg citation #B1601773		06/14/2019	8.00
Sandy Culbertson	14-refund over payment pkg citation #J1600200		06/14/2019	10.00
Account <b>46060 - Other Violations</b> Totals			2	\$18.00
<b>Account 53210 - Telephone</b>				
1079 - AT&T	02-radio circuits-phone charges 4/29-5/28/19-#812 R08-1788 788 1		06/03/2019	180.64
Account <b>53210 - Telephone</b> Totals			1	\$180.64
<b>Account 53230 - Travel</b>				
6567 - Rhea L Carter	02-hotel/per diem-review routeware software-Grand Rapids-5/2019		06/14/2019	257.74
2820 - Nathan Nickel	02-hotel/per diem-review routeware software-Grand Rapids-5/2019		06/14/2019	249.24
2659 - Adam Wason	02-hotel/per diem-review routeware software-Grand Rapids-5/2019		06/14/2019	178.90
Account <b>53230 - Travel</b> Totals			3	\$685.88
Program <b>020000 - Main</b> Totals			6	\$884.52
Department <b>02 - Public Works</b> Totals			6	\$884.52
<b>Department 03 - City Clerk</b>				
Program <b>030000 - Main</b>				
<b>Account 53230 - Travel</b>				
5461 - F Nicole Bolden	03 - travel voucher re: IIMC conference		06/14/2019	234.00
Account <b>53230 - Travel</b> Totals			1	\$234.00
Program <b>030000 - Main</b> Totals			1	\$234.00





# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department <b>03 - City Clerk</b> Totals		1		\$234.00
Department <b>04 - Economic &amp; Sustainable Dev</b>				
Program <b>040000 - Main</b>				
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
6588 - LuAnne Clark Holladay	04 Consulting agreement for graphic design		06/14/2019	1,450.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals			1	\$1,450.00
Account <b>53220 - Postage</b>				
129 - FedEx Office and Print Service, INC	04 - overnight envelope to Ice Miller		06/14/2019	26.35
Account <b>53220 - Postage</b> Totals			1	\$26.35
Account <b>53230 - Travel</b>				
5684 - Sean M Starowitz	04 - Travel Expenses - Art Place America Conference		06/14/2019	396.36
Account <b>53230 - Travel</b> Totals			1	\$396.36
Program <b>040000 - Main</b> Totals			3	\$1,872.71
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals			3	\$1,872.71
Department <b>06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
5819 - Synchrony Bank	06-Brackets (2) for canopy		06/14/2019	23.10
5819 - Synchrony Bank	06-Cubicle canopy and brackets (2)		06/14/2019	52.00
Account <b>52420 - Other Supplies</b> Totals			2	\$75.10
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
5648 - Reedy Financial Group, PC	06 Finanical Consulting		06/14/2019	2,882.09
5648 - Reedy Financial Group, PC	06 Finanical Consulting		06/14/2019	14,629.47
5648 - Reedy Financial Group, PC	06 Finanical Consulting		06/14/2019	9,831.87
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals			3	\$27,343.43
Account <b>53730 - Machinery and Equipment Rental</b>				
933 - United States Postal Service	06 - PO Box 100 Rental annual		06/14/2019	1,150.00
Account <b>53730 - Machinery and Equipment Rental</b> Totals			1	\$1,150.00
Account <b>53910 - Dues and Subscriptions</b>				
6520 - Vendor Registry, INC	06-Vendor Registration Tool Subscription fee		06/14/2019	1,550.00
Account <b>53910 - Dues and Subscriptions</b> Totals			1	\$1,550.00



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53990 - Other Services and Charges</b>				
910 - BKD, LLP	06 Financial Consulting		06/14/2019	10,400.00
1352 - Cornerstone Planning & Design INC	18- Project Management		06/14/2019	5,017.26
	<b>Account 53990 - Other Services and Charges Totals</b>	2		<u>\$15,417.26</u>
	<b>Program 060000 - Main Totals</b>	9		<u>\$45,535.79</u>
	<b>Department 06 - Controller's Office Totals</b>	9		<u>\$45,535.79</u>
<b>Department 09 - CFRD</b>				
<b>Program 090000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	09-tape, flash drive, sticky notes		06/14/2019	6.99
	<b>Account 52110 - Office Supplies Totals</b>	1		<u>\$6.99</u>
<b>Account 52420 - Other Supplies</b>				
798 - Winters Associates Promotional Products, INC	09-CFRD promo wear		06/14/2019	29.95
	<b>Account 52420 - Other Supplies Totals</b>	1		<u>\$29.95</u>
<b>Account 53640 - Hardware and Software Maintenance</b>				
6222 - Apple, INC	09-Departmental iPad, case, and Apple care		06/14/2019	474.00
	<b>Account 53640 - Hardware and Software Maintenance Totals</b>	1		<u>\$474.00</u>
	<b>Program 090000 - Main Totals</b>	3		<u>\$510.94</u>
	<b>Department 09 - CFRD Totals</b>	3		<u>\$510.94</u>
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 53120 - Special Legal Services</b>				
19660 - Bose McKinney & Evans, LLP	10-Legal Matters with 2016 Annexation		06/14/2019	1,259.29
	<b>Account 53120 - Special Legal Services Totals</b>	1		<u>\$1,259.29</u>
	<b>Program 100000 - Main Totals</b>	1		<u>\$1,259.29</u>
<b>Program 101000 - Human Rights</b>				
<b>Account 53990 - Other Services and Charges</b>				
732 - Barbara E McKinney	10-BHRC-2019 4th of July parade registration fee		06/14/2019	25.00
	<b>Account 53990 - Other Services and Charges Totals</b>	1		<u>\$25.00</u>
	<b>Program 101000 - Human Rights Totals</b>	1		<u>\$25.00</u>
	<b>Department 10 - Legal Totals</b>	2		<u>\$1,284.29</u>





# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	12-Adobe Acrobat 2017 Software \$378.99		06/14/2019	378.99
6792 - VARI Sales Corporation	12-Varidesk \$355.50		06/14/2019	355.50
	<b>Account 52420 - Other Supplies Totals</b>	2		<u>\$734.49</u>
<b>Account 53310 - Printing</b>				
3892 - Midwest Color Printing, INC	12-Business Cards \$36.50		06/14/2019	36.50
	<b>Account 53310 - Printing Totals</b>	1		<u>\$36.50</u>
	<b>Program 120000 - Main Totals</b>	3		<u>\$770.99</u>
	<b>Department 12 - Human Resources Totals</b>	3		<u>\$770.99</u>
<b>Department 13 - Planning</b>				
<b>Program 130000 - Main</b>				
<b>Account 43310 - Application Fee</b>				
Kevin Hill	13-refund Variance filing fee-1635 W. 3rd St-case withdrawn		06/14/2019	500.00
	<b>Account 43310 - Application Fee Totals</b>	1		<u>\$500.00</u>
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	13-desk planner, mechanical pencils		06/14/2019	35.96
6530 - Office Depot, INC	13-pens, batteries, p. clips, post-its, binder clips		06/14/2019	111.51
6530 - Office Depot, INC	13-9 Volt Batteries		06/14/2019	17.01
	<b>Account 52110 - Office Supplies Totals</b>	3		<u>\$164.48</u>
<b>Account 52410 - Books</b>				
4819 - InfoUSA Marketing INC.	13-2019 Polk (City) Directory		06/14/2019	385.00
	<b>Account 52410 - Books Totals</b>	1		<u>\$385.00</u>
<b>Account 52420 - Other Supplies</b>				
5819 - Synchrony Bank	13-Sony Digital Recorder (PX-470) + Protective Case		06/14/2019	132.86
	<b>Account 52420 - Other Supplies Totals</b>	1		<u>\$132.86</u>
<b>Account 53160 - Instruction</b>				
1103 - American Planning Association, Indiana Chapter	13-Nitty Gritty Workshops_B. Cate, S. Sandberg, C Huskey		06/14/2019	75.00
1103 - American Planning Association, Indiana Chapter	13-Nitty Gritty Workshops_B. Cate, S. Sandberg, C Huskey		06/14/2019	140.00
1103 - American Planning Association, Indiana Chapter	13-Nitty Gritty Workshops_B. Cate, S. Sandberg, C Huskey		06/14/2019	75.00



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6794 - Ryan Clemens	13-registration-IGIC GIS Conf-Blgtn-5/15-5/17/19		06/14/2019	325.00
	Account <b>53160 - Instruction</b> Totals	4		\$615.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
8305 - Schmidt Associates, INC	13-Visioning Plans (Sub Area)-prof. services 8/1-8/31/18		06/14/2019	4,108.06
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	1		\$4,108.06
Account <b>53230 - Travel</b>				
6794 - Ryan Clemens	13-Per diem reimb-Purdue Road School-3/6/2019		06/14/2019	52.00
6139 - Seyedamir K Farshchi	13-hotel/per diem reimb.-took AICP Certification Exam in Indy		06/14/2019	162.00
	Account <b>53230 - Travel</b> Totals	2		\$214.00
Account <b>53240 - Freight / Other</b>				
4819 - InfoUSA Marketing INC.	13-2019 Polk (City) Directory		06/14/2019	15.00
	Account <b>53240 - Freight / Other</b> Totals	1		\$15.00
Account <b>53320 - Advertising</b>				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13-Legal publication_Ad #667309-Case #SP/DP-15-19		06/14/2019	19.35
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13-Legal publication_Ads #659644, #659649, #659645		06/14/2019	152.79
	Account <b>53320 - Advertising</b> Totals	2		\$172.14
Account <b>53990 - Other Services and Charges</b>				
205 - City Of Bloomington	13-PC Reim-Mo Co Rec-rec. easements		06/14/2019	50.00
205 - City Of Bloomington	13-PC Reim-Mo Co Rec-enc. 215 S. Walnut		06/14/2019	25.00
4408 - Environmental Systems Research Institute,INC ESRI	13-ArcGIS Annual Software Maint. Renewal (P&T portion)		06/14/2019	5,800.00
3404 - J.R. Watkins & Family, INC (Signs Now)	13-Name placards for Karin St. John & Cassandra Huskey		06/14/2019	51.00
199 - Monroe County Government	13-April Copies(23) made by D. Backler & E. Carter		06/14/2019	23.00
8305 - Schmidt Associates, INC	13-Visioning Plans (Sub Area)-prof. services 8/1-8/31/18		06/14/2019	9,500.00
	Account <b>53990 - Other Services and Charges</b> Totals	6		\$15,449.00
	Program <b>130000 - Main</b> Totals	22		\$21,755.54
Program <b>132000 - MPO</b>				
Account <b>53990 - Other Services and Charges</b>				
5217 - Midwestern Software Solutions, LLC	13-Transp. Demand Management System(for crash data & reporting)		06/14/2019	18,600.00
	Account <b>53990 - Other Services and Charges</b> Totals	1		\$18,600.00
	Program <b>132000 - MPO</b> Totals	1		\$18,600.00
	Department <b>13 - Planning</b> Totals	23		\$40,355.54





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Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Department 19 - Facilities Maintenance</b>				
<b>Program 190000 - Main</b>				
<b>Account 52310 - Building Materials and Supplies</b>				
409 - Black Lumber Co. INC	19-City Hall-construction lumber, orange safety fence		06/14/2019	91.91
50863 - Hamm's Blinds & Drapes, INC (Budget Blinds)	19-CH-Window blinds for Mayor and Dept. Mayors Office		06/14/2019	7,895.78
395 - Kirby Risk Corp	19-City Hall-bulbs - Ele Bal (2) 18W CFL (4-PIN)		06/14/2019	39.32
394 - Kleindorfer Hardware & Variety	19-City Hall-bolts, 2 propane exchanges		06/14/2019	46.08
53005 - Menards, INC	19-CH-goldox drill bit set, 7-out Srg 1440 JL 10' CR		06/14/2019	41.77
53005 - Menards, INC	19-CH-tin snips, metric hex, reinforce level, combo square		06/14/2019	187.57
53005 - Menards, INC	19-CH-cleanout adapter, female adapter, PVC pipe		06/14/2019	44.72
53005 - Menards, INC	19-meter tester pouch, cable ties, digital multimeter, driver se		06/14/2019	244.21
53005 - Menards, INC	19-City Hall-4" PVC female adapter		06/14/2019	3.59
53005 - Menards, INC	19-City Hall-sidewall register, headlamp, curve TV mount		06/14/2019	57.73
5819 - Synchrony Bank	19-City Hall-replacement paper towel dispenser		06/14/2019	249.00
<b>Account 52310 - Building Materials and Supplies Totals</b>			11	<u>\$8,901.68</u>
<b>Account 52420 - Other Supplies</b>				
651 - Engraving & Stamp Center, INC	19-engraved stamps		06/14/2019	41.13
<b>Account 52420 - Other Supplies Totals</b>			1	<u>\$41.13</u>
<b>Account 52430 - Uniforms and Tools</b>				
5819 - Synchrony Bank	19-City Hall-2 sprinkler head wrenches		06/14/2019	169.98
<b>Account 52430 - Uniforms and Tools Totals</b>			1	<u>\$169.98</u>
<b>Account 53610 - Building Repairs</b>				
32 - Cassidy Electrical Contractors, INC	19-CH-IT Dept-disconnected switch leg to half of room	BC 2019-18	06/14/2019	85.00
32 - Cassidy Electrical Contractors, INC	19-CH-IT Dept-moved circuits around in panel, pulled 100A MC	BC 2019-18	06/14/2019	1,857.03
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-May 2019	BC 2019-23	06/14/2019	1,910.66
321 - Harrell Fish, INC	19-CH-HVAC exhauster control repair	BC 2019-23	06/14/2019	449.00
6472 - Wylies Floor Covering, INC	19-City Hall-carpet repairs-5/16/19	BC 2019-43	06/14/2019	200.00
<b>Account 53610 - Building Repairs Totals</b>			5	<u>\$4,501.69</u>
<b>Account 54510 - Other Capital Outlays</b>				
6378 - ANN-KRISS, LLC	19-City Hall-balance due for exterior painting - 5/28/2019	BC 2018-117	06/14/2019	2,952.40
<b>Account 54510 - Other Capital Outlays Totals</b>			1	<u>\$2,952.40</u>



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Program <b>190000 - Main</b> Totals	19	\$16,566.88
		Department <b>19 - Facilities Maintenance</b> Totals	19	\$16,566.88
Department <b>28 - ITS</b>				
Program <b>280000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	28-City Hall/OffSite Facilities Copier Paper - 30 cases		06/14/2019	804.60
		Account <b>52110 - Office Supplies</b> Totals	1	\$804.60
Account <b>52420 - Other Supplies</b>				
6792 - VARI Sales Corporation	28-stand up desk for Office Manager		06/14/2019	355.50
		Account <b>52420 - Other Supplies</b> Totals	1	\$355.50
Account <b>53160 - Instruction</b>				
8315 - Indiana Geographic Information Council, INC	28 - 2019 IGIC Conference Fee L. Haley		06/14/2019	210.00
8315 - Indiana Geographic Information Council, INC	28 - 2019 IGIC Conference Fee Max Stier		06/14/2019	310.00
		Account <b>53160 - Instruction</b> Totals	2	\$520.00
Account <b>53640 - Hardware and Software Maintenance</b>				
11269 - Government Utilities Technology Service, INC	28 - GenaMap Annual Software Maintenance Renewal		06/14/2019	4,312.50
53442 - Paragon Micro, INC	28-AVG AntiVirus Subscription License Renewal 800 computers		06/14/2019	3,089.99
5534 - Presidio Holdings, INC	28-Presidio Physical Security- Police Department Server Room		06/14/2019	1,604.23
3989 - Ricoh USA, INC	28-CH/Off Site Facilities-copier maint.-4/17-5/16/19		06/14/2019	2,134.47
		Account <b>53640 - Hardware and Software Maintenance</b> Totals	4	\$11,141.19
Account <b>53910 - Dues and Subscriptions</b>				
53442 - Paragon Micro, INC	28-Power BI Subscription 2019-05		06/14/2019	9.16
		Account <b>53910 - Dues and Subscriptions</b> Totals	1	\$9.16
		Program <b>280000 - Main</b> Totals	9	\$12,830.45
		Department <b>28 - ITS</b> Totals	9	\$12,830.45
		Fund <b>101 - General Fund (S0101)</b> Totals	120	\$133,078.15
Fund <b>103 - Restricted Donations(ord 05-17)</b>				
Department <b>06 - Controller's Office</b>				
Program <b>401402 - Explorer Teen Programs</b>				
Account <b>52420 - Other Supplies</b>				
5819 - Synchrony Bank	14-Teen Academy-Sunzor climbing ropes-6		06/14/2019	179.94





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Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account <b>52420 - Other Supplies</b> Totals	1		\$179.94
	Program <b>401402 - Explorer Teen Programs</b> Totals	1		\$179.94
	Department <b>06 - Controller's Office</b> Totals	1		\$179.94
	Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals	1		\$179.94
Fund <b>249 - Grants Non Approp</b>				
Department <b>04 - Economic &amp; Sustainable Dev</b>				
Program <b>G17018 - Bloomington Wide Brownfields</b>				
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		06/14/2019	400.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		06/14/2019	415.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		06/14/2019	2,962.32
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		06/14/2019	1,698.70
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	4		\$5,476.02
	Program <b>G17018 - Bloomington Wide Brownfields</b> Totals	4		\$5,476.02
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	4		\$5,476.02
	Fund <b>249 - Grants Non Approp</b> Totals	4		\$5,476.02
Fund <b>312 - Community Services</b>				
Department <b>09 - CFRD</b>				
Program <b>G19001 - 2018 ADA Ride Hailing</b>				
Account <b>53230 - Travel</b>				
1815 - Michael Shermis	09-Parking-trip to Indy to pick up camera from INSILC for events		06/14/2019	12.00
	Account <b>53230 - Travel</b> Totals	1		\$12.00
Account <b>53990 - Other Services and Charges</b>				
199 - Monroe County Government	09-CCA Mobility Planning Lunhc/Ride Hailing-facility/lunch/AV		06/14/2019	1,410.86
	Account <b>53990 - Other Services and Charges</b> Totals	1		\$1,410.86
	Program <b>G19001 - 2018 ADA Ride Hailing</b> Totals	2		\$1,422.86
	Department <b>09 - CFRD</b> Totals	2		\$1,422.86
	Fund <b>312 - Community Services</b> Totals	2		\$1,422.86
Fund <b>401 - Non-Reverting Telecom (S1146)</b>				
Department <b>25 - Telecommunications</b>				
Program <b>254000 - Infrastructure</b>				



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 54450 - Equipment</b>				
53442 - Paragon Micro, INC	28- Paragon Micro UPSs CapRep		06/14/2019	974.85
	Account <b>54450 - Equipment</b> Totals	1		\$974.85
	Program <b>254000 - Infrastructure</b> Totals	1		\$974.85
<b>Program 256000 - Services</b>				
<b>Account 54420 - Purchase of Equipment</b>				
337 - Stansifer Radio Co, INC	28-HDMI Cable for McCloskey Room		06/14/2019	19.50
	Account <b>54420 - Purchase of Equipment</b> Totals	1		\$19.50
	Program <b>256000 - Services</b> Totals	1		\$19.50
	Department <b>25 - Telecommunications</b> Totals	2		\$994.35
	Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	2		\$994.35
<b>Fund 450 - Local Road and Street(S0706)</b>				
<b>Department 20 - Street</b>				
<b>Program 200000 - Main</b>				
<b>Account 53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-1101 W. Tapp Rd-3470-3920-01-4-elec. bill 4/25-5/24/19		06/03/2019	33.39
223 - Duke Energy	02-642 N Madison-street light chgs-4/26-5/28/19		06/03/2019	102.18
223 - Duke Energy	02-Sunflower & Petal-street light chgs-bill date 5/28/19		06/03/2019	7.42
223 - Duke Energy	02-W. Howe & W. 3rd St-street light chgs-bill date 5/28/19		06/03/2019	9.50
223 - Duke Energy	02-Gentry Circle @ Renwick-street light chgs-bill date 5/30/19		06/03/2019	263.93
223 - Duke Energy	02-1101 W. Tapp Rd-elec bill 4/25-5/24/19-#2070-3920-01-3		06/03/2019	9.01
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals	6		\$425.43
	Program <b>200000 - Main</b> Totals	6		\$425.43
	Department <b>20 - Street</b> Totals	6		\$425.43
	Fund <b>450 - Local Road and Street(S0706)</b> Totals	6		\$425.43
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>				
<b>Department 20 - Street</b>				
<b>Program 200000 - Main</b>				
<b>Account 52210 - Institutional Supplies</b>				
313 - Fastenal Company	20-first aid kits-10-5/23/19		06/14/2019	200.13
	Account <b>52210 - Institutional Supplies</b> Totals	1		\$200.13





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Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 52330 - Street , Alley, and Sewer Material</b>				
365 - Rogers Group, INC	20-23 sand-13.73 tons-5/22/19-Trng Ctr, stock		06/14/2019	192.22
365 - Rogers Group, INC	20-23 Sand-17.69 tons-5/21/19-salt dome pit		06/14/2019	247.66
Account 52330 - Street , Alley, and Sewer Material Totals			2	\$439.88
<b>Account 52340 - Other Repairs and Maintenance</b>				
480 - Hall Signs INC	20-Sign Hardware Parts		06/14/2019	611.41
Account 52340 - Other Repairs and Maintenance Totals			1	\$611.41
<b>Account 52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-Hefty 30 gal. 28CT trash bags-5/22/19		06/14/2019	10.99
313 - Fastenal Company	20-safety supplies-gloves, earplugs-5/23/19		06/14/2019	63.34
313 - Fastenal Company	20-gloves, earplugs, spray paint-yellow & white-5/15/19		06/14/2019	89.33
394 - Kleindorfer Hardware & Variety	20-Milling Machine-2 20' chains, load binders, camloc gaskets		06/14/2019	227.90
394 - Kleindorfer Hardware & Variety	20-roll bar pins for zero turn mower		06/14/2019	4.98
Account 52420 - Other Supplies Totals			5	\$396.54
<b>Account 53610 - Building Repairs</b>				
392 - Koorsen Fire & Security, INC	19-Traffic Bldg-May 2019 fire extinguisher annual service		06/14/2019	71.85
Account 53610 - Building Repairs Totals			1	\$71.85
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/22/19		06/14/2019	18.13
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-5/29/19		06/14/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-5/22/19		06/14/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/29/19		06/14/2019	16.66
Account 53920 - Laundry and Other Sanitation Services Totals			4	\$103.35
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-4/15/19		06/14/2019	1,768.16
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-5/13/19		06/14/2019	1,123.16
Account 53950 - Landfill Totals			2	\$2,891.32
<b>Account 53990 - Other Services and Charges</b>				
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-5/13/19		06/14/2019	160.00
7570 - KNJ, LLC (Quality Collision)	20-Ins. ded-Greiner-4/12/19-E 9th St		06/14/2019	2,524.82
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-5/14/2019		06/14/2019	150.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Account <b>53990 - Other Services and Charges</b> Totals	3	\$2,834.82
		Program <b>200000 - Main</b> Totals	19	\$7,549.30
		Department <b>20 - Street</b> Totals	19	\$7,549.30
		Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	19	\$7,549.30
<b>Fund 452 - Parking Facilities(S9502)</b>				
<b>Department 26 - Parking</b>				
<b>Program 260000 - Main</b>				
<b>Account 43160 - Lot/Garage Leases - Annual</b>				
Victoria Peterson	26-pkg garage permit refund		06/14/2019	257.50
		Account <b>43160 - Lot/Garage Leases - Annual</b> Totals	1	\$257.50
<b>Account 52210 - Institutional Supplies</b>				
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Pkg Garages - construction signage		06/14/2019	124.08
4443 - The Sherwin Williams Company	26-Pkg Garages-painting supplies		06/14/2019	37.98
		Account <b>52210 - Institutional Supplies</b> Totals	2	\$162.06
<b>Account 52240 - Fuel and Oil</b>				
177 - Indiana Oxygen Company, INC	26-Pkg Garages-propane		06/14/2019	10.15
		Account <b>52240 - Fuel and Oil</b> Totals	1	\$10.15
<b>Account 52310 - Building Materials and Supplies</b>				
394 - Kleindorfer Hardware & Variety	26-window blind, tin snips, screws, tube silicon		06/14/2019	42.45
394 - Kleindorfer Hardware & Variety	26-screws, spray foam, caulk, spade bit, sawsall blade		06/14/2019	16.46
		Account <b>52310 - Building Materials and Supplies</b> Totals	2	\$58.91
<b>Account 52340 - Other Repairs and Maintenance</b>				
394 - Kleindorfer Hardware & Variety	26-breaker bar, socket set		06/14/2019	45.92
394 - Kleindorfer Hardware & Variety	26-spray primer, spray paint		06/14/2019	18.94
394 - Kleindorfer Hardware & Variety	26-washers, anchors, mason bits		06/14/2019	24.19
		Account <b>52340 - Other Repairs and Maintenance</b> Totals	3	\$89.05
<b>Account 52430 - Uniforms and Tools</b>				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-masonry bit, drill bit, wedge anchor		06/14/2019	22.09
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-1/2 drill, spade bit set		06/14/2019	31.98
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-paddle bit set		06/14/2019	21.99
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-brushes		06/14/2019	3.16





# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-bit, tap cons, oil		06/14/2019	22.71
	Account <b>52430 - Uniforms and Tools</b> Totals	5		\$101.93
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
6197 - CE Solutions, INC	26-Morton&Walnut Garage-repairs/waterproofing-serv. thru 5/15/19	BC 2019-28	06/14/2019	3,058.93
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	1		\$3,058.93
Account <b>53610 - Building Repairs</b>				
6378 - ANN-KRISS, LLC	26-Morton St Garage-plumbing & electrical repairs-5/28/19	BC 2019-14	06/14/2019	955.00
6197 - CE Solutions, INC	26-Walnut St Garage-stairwell replacement-serv. thru 5/15/19	BC 2019-28	06/14/2019	7,717.60
3397 - Evens Time, INC	26-Walnut St Garage-repair of center lane		06/14/2019	355.00
3397 - Evens Time, INC	26-Pkg Garage-repair of gate arm		06/14/2019	320.00
227 - Otis Elevator Company	26-Morton St Garage-service call-5/8/19-stuck on 3rd floor		06/14/2019	1,381.00
	Account <b>53610 - Building Repairs</b> Totals	5		\$10,728.60
	Program <b>260000 - Main</b> Totals	20		\$14,467.13
	Department <b>26 - Parking</b> Totals	20		\$14,467.13
	Fund <b>452 - Parking Facilities(S9502)</b> Totals	20		\$14,467.13
Fund <b>454 - Alternative Transport(S6301)</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>54310 - Improvements Other Than Building</b>				
18844 - First Financial Bank, N.A.	13-South Mitchell St SW Proj-Escrow No 2		06/14/2019	1,514.75
6754 - John M Simpson (Monroe, LLC)	13-South Mitchell St SW Proj-App No 2		06/14/2019	28,780.25
	Account <b>54310 - Improvements Other Than Building</b> Totals	2		\$30,295.00
	Program <b>020000 - Main</b> Totals	2		\$30,295.00
	Department <b>02 - Public Works</b> Totals	2		\$30,295.00
	Fund <b>454 - Alternative Transport(S6301)</b> Totals	2		\$30,295.00
Fund <b>600 - Cum Cap Improvement (CIG)(S2379)</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>52330 - Street , Alley, and Sewer Material</b>				
365 - Rogers Group, INC	20-#53 stone-35.14 tons-4/29/19		06/14/2019	205.57
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	1		\$205.57



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program <b>020000 - Main</b> Totals	1		\$205.57
	Department <b>02 - Public Works</b> Totals	1		\$205.57
	Fund <b>600 - Cum Cap Improvement (CIG)(S2379)</b> Totals	1		\$205.57
Fund <b>601 - Cum Cap Development(S2391)</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>52330 - Street , Alley, and Sewer Material</b>				
4443 - The Sherwin Williams Company	20-Curb paint & brushes		06/14/2019	2,001.42
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	1		\$2,001.42
Account <b>53110 - Engineering and Architectural</b>				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-1/1-1/31/19	BC 2018-108	06/14/2019	10,280.00
	Account <b>53110 - Engineering and Architectural</b> Totals	1		\$10,280.00
	Program <b>020000 - Main</b> Totals	2		\$12,281.42
	Department <b>02 - Public Works</b> Totals	2		\$12,281.42
Department <b>13 - Planning</b>				
Program <b>130000 - Main</b>				
Account <b>53110 - Engineering and Architectural</b>				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Kirkwood Maintenance Design-Inv. date 5/17/19	BC 2019-48	06/14/2019	3,077.50
	Account <b>53110 - Engineering and Architectural</b> Totals	1		\$3,077.50
	Program <b>130000 - Main</b> Totals	1		\$3,077.50
	Department <b>13 - Planning</b> Totals	1		\$3,077.50
	Fund <b>601 - Cum Cap Development(S2391)</b> Totals	3		\$15,358.92
Fund <b>730 - Solid Waste (S6401)</b>				
Department <b>16 - Sanitation</b>				
Program <b>160000 - Main</b>				
Account <b>53160 - Instruction</b>				
4452 - Indiana Recycling Coalition, INC	16-Registration for IRC Conference-Indy-6/10-6/12/19		06/14/2019	350.00
	Account <b>53160 - Instruction</b> Totals	1		\$350.00
Account <b>53910 - Dues and Subscriptions</b>				
4452 - Indiana Recycling Coalition, INC	16-IRC Membership Dues-5/23/19-5/31/20		06/14/2019	150.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	1		\$150.00





# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/29/19		06/14/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/29/19		06/14/2019	8.09
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/22/19		06/14/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/22/19		06/14/2019	8.09
Account 53920 - Laundry and Other Sanitation Services Totals			4	\$80.70
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 4/15-4/30/19		06/14/2019	4,682.03
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 5/1-5/14/19		06/14/2019	13,737.64
Account 53950 - Landfill Totals			2	\$18,419.67
Program 160000 - Main Totals			8	\$19,000.37
Department 16 - Sanitation Totals			8	\$19,000.37
Fund 730 - Solid Waste (S6401) Totals			8	\$19,000.37
<b>Fund 800 - Risk Management(S0203)</b>				
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52430 - Uniforms and Tools</b>				
8613 - Crane's Leather & Shoe Shop, INC	10-M. Pursell-safety shoes-5/24/19		06/14/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-J.B. Ingalls-safety shoes-5/24/19		06/14/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-S. Robertson-safety shoes-5/17/19		06/14/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-E. Venesky-safety shoes-5/23/19		06/14/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-E. Penna-safety shoes-5/17/19		06/14/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Ruble-safety shoes-5/17/19		06/14/2019	100.00
Account 52430 - Uniforms and Tools Totals			6	\$600.00
<b>Account 53130 - Medical</b>				
7629 - Kevin T Housel	10-physical reimb for CDL 5/28/19		06/14/2019	89.00
6946 - Sean McCoy	10-physical reimb for CDL 5/7/19		06/14/2019	90.00
3679 - Tony C Walden	10-physical reimb for CDL 5/1/19		06/14/2019	85.00
Account 53130 - Medical Totals			3	\$264.00
Program 100000 - Main Totals			9	\$864.00
Department 10 - Legal Totals			9	\$864.00



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Fund <b>800 - Risk Management(S0203)</b> Totals	9	\$864.00
Fund <b>801 - Health Insurance Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990 - Other Services and Charges</b>				
18539 - Life Insurance Company Of North America	12-May 2019 LINA \$34,775.13		06/14/2019	4,219.40
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		06/14/2019	1,076.12
Account <b>53990 - Other Services and Charges</b> Totals			2	\$5,295.52
Account <b>53990.1278 - Other Services and Charges Disability LTD</b>				
18539 - Life Insurance Company Of North America	12-May 2019 LINA \$34,775.13		06/14/2019	6,793.53
Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals			1	\$6,793.53
Program <b>120000 - Main</b> Totals			3	\$12,089.05
Department <b>12 - Human Resources</b> Totals			3	\$12,089.05
Fund <b>801 - Health Insurance Trust</b> Totals			3	\$12,089.05
Fund <b>802 - Fleet Maintenance(S9500)</b>				
Department <b>17 - Fleet Maintenance</b>				
Program <b>170000 - Main</b>				
Account <b>52230 - Garage and Motor Supplies</b>				
50605 - Bauer Built, INC	17-stock tires		06/14/2019	457.00
4693 - Monroe County Tire & Supply, INC	17-#897 tires		06/14/2019	140.50
4693 - Monroe County Tire & Supply, INC	17-#208 tire		06/14/2019	95.95
4693 - Monroe County Tire & Supply, INC	17-#475 tires and tubes		06/14/2019	270.50
Account <b>52230 - Garage and Motor Supplies</b> Totals			4	\$963.95
Account <b>52240 - Fuel and Oil</b>				
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels		06/14/2019	18,721.73
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels		06/14/2019	18,014.94
Account <b>52240 - Fuel and Oil</b> Totals			2	\$36,736.67
Account <b>52320 - Motor Vehicle Repair</b>				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#665 replace back window & labor		06/14/2019	280.00
4135 - Andy Mohr Truck Center	17-#4741 belt tensioner		06/14/2019	473.96
244 - Bloomington Ford, INC	17-#120 shifter assy		06/14/2019	167.68





# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
244 - Bloomington Ford, INC	17-#690 radiator hose		06/14/2019	23.76
244 - Bloomington Ford, INC	17-#936 wiper switch		06/14/2019	41.03
244 - Bloomington Ford, INC	17-#496 def injector, fuel pressure regulator		06/14/2019	399.73
244 - Bloomington Ford, INC	17-#120 spark plugs, boots and coils		06/14/2019	70.00
244 - Bloomington Ford, INC	17-#120 spark plugs, boots and coils		06/14/2019	602.70
244 - Bloomington Ford, INC	17-core return (17747)		06/14/2019	(250.00)
244 - Bloomington Ford, INC	17-return credit		06/14/2019	(10.50)
4335 - Circle Distributing, INC	17-#936 filter and trans fluid		06/14/2019	85.02
4335 - Circle Distributing, INC	17-stock filters		06/14/2019	46.92
4335 - Circle Distributing, INC	17-#665 purge valve		06/14/2019	30.27
594 - Curry Auto Center, INC	17-3627 washer fluid		06/14/2019	51.74
594 - Curry Auto Center, INC	17-#627 power steering filter		06/14/2019	28.64
1727 - Ditch Witch of Illinois	17-#676 jim pressure gauge		06/14/2019	101.90
51827 - Fire Service, INC	17-#335 defrost motor, relay and resister		06/14/2019	403.43
5168 - Jasper Engine Exchange, INC	17-#462 transmission/core/skid		06/14/2019	2,223.00
5168 - Jasper Engine Exchange, INC	17-core/skid return credit		06/14/2019	(500.00)
5168 - Jasper Engine Exchange, INC	17-#496 engine, pump, injectors cost 9571 see po 3091		06/14/2019	14,921.00
5168 - Jasper Engine Exchange, INC	17-#496 core/skid return credit		06/14/2019	(3,250.00)
5168 - Jasper Engine Exchange, INC	17-#496 core/skid return credit		06/14/2019	(2,100.00)
4474 - Ken's Westside Service & Towing, LLC	17-#496 install engine - labor & shop parts		06/14/2019	3,199.50
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock coolant level sensors		06/14/2019	153.72
2974 - MacAllister Machinery Co, INC	17-stock pins and retainers		06/14/2019	72.90
786 - Richard's Small Engine, INC	17-#475 wheel bearing and seals		06/14/2019	26.02
786 - Richard's Small Engine, INC	17-#475 wheel bearing and seals		06/14/2019	50.60
54351 - Sternberg, INC	17-#938 air filter		06/14/2019	24.80
54351 - Sternberg, INC	17-#938 egr cooler/core		06/14/2019	2,487.59
54351 - Sternberg, INC	17-core return (17507 )		06/14/2019	(500.00)
54351 - Sternberg, INC	17-core returns		06/14/2019	(48.00)
54351 - Sternberg, INC	17-#938 turbo, gaskets, filter and converter		06/14/2019	6,900.68
54351 - Sternberg, INC	17-#938 turbo, gaskets, filter and converter		06/14/2019	2,037.62
54351 - Sternberg, INC	17-#938 turbo, gaskets, filter and converter		06/14/2019	1,343.41



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
54351 - Sternberg, INC	17-core returns (17853)		06/14/2019	(3,000.00)
54351 - Sternberg, INC	17- #938 sensors amd hard lines		06/14/2019	506.68
2096 - West Side Tractor Sales CO.	17-#670 window		06/14/2019	240.54
5639 - Yale Industrial Trucks-Tynan, INC	17 - #521 hyd hoses		06/14/2019	614.43
Account <b>52320 - Motor Vehicle Repair</b> Totals			38	\$27,950.77
Account <b>52420 - Other Supplies</b>				
818 - Everywhere Signs, LLC	17 - vehicle repair stickers		06/14/2019	300.00
Account <b>52420 - Other Supplies</b> Totals			1	\$300.00
Account <b>52430 - Uniforms and Tools</b>				
5176 - Robert Blake Hash	17 - Tool reimbursement		06/14/2019	1,500.00
5918 - Ryan W Hillenburg	17 - tool check reimbursement		06/14/2019	1,500.00
5183 - Frank L Robinson	17 - tool check reimbursement		06/14/2019	1,500.00
4861 - Bradley C Rushton	17 - tool reimbursement		06/14/2019	1,378.04
5383 - Michael Glenn Sciscoe	17 - tool check reimbursement		06/14/2019	814.85
1072 - Keith L Sharp	17 - tool check reimbursement		06/14/2019	927.44
4878 - James M Smith	17 - tool reimbursement		06/14/2019	750.00
Account <b>52430 - Uniforms and Tools</b> Totals			7	\$8,370.33
Account <b>53610 - Building Repairs</b>				
51538 - Economy Termite & Pest Control, INC	19-Fleet Maint-monthly pest control service-5/21/2019		06/14/2019	95.00
Account <b>53610 - Building Repairs</b> Totals			1	\$95.00
Account <b>53620 - Motor Repairs</b>				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#665 replace back window & labor		06/14/2019	20.00
244 - Bloomington Ford, INC	17-shop key		06/14/2019	7.00
4474 - Ken's Westside Service & Towing, LLC	17-#496 install engine - labor & shop parts		06/14/2019	1,081.88
Account <b>53620 - Motor Repairs</b> Totals			3	\$1,108.88
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		06/14/2019	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		06/14/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		06/14/2019	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		06/14/2019	16.75
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			4	\$172.28





# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Program <b>170000 - Main</b> Totals	60	\$75,697.88
		Department <b>17 - Fleet Maintenance</b> Totals	60	\$75,697.88
		Fund <b>802 - Fleet Maintenance(S9500)</b> Totals	60	\$75,697.88
Fund <b>804 - Insurance Voluntary Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/03/2019	157.26
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/03/2019	61.52
17785 - The Howard E. Nyhart Company, INC	12-city		06/03/2019	170.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/04/2019	203.48
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/05/2019	780.90
		Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals	5	\$1,374.00
Account <b>53990.1273 - Other Services and Charges Term Life</b>				
18539 - Life Insurance Company Of North America	12-May 2019 LINA \$34,775.13		06/14/2019	14,641.97
		Account <b>53990.1273 - Other Services and Charges Term Life</b> Totals	1	\$14,641.97
Account <b>53990.1277 - Other Services and Charges Disability STD</b>				
18539 - Life Insurance Company Of North America	12-May 2019 LINA \$34,775.13		06/14/2019	9,120.23
		Account <b>53990.1277 - Other Services and Charges Disability STD</b> Totals	1	\$9,120.23
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/03/2019	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/03/2019	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/04/2019	20.62
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/05/2019	37.84
		Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals	4	\$158.46
		Program <b>120000 - Main</b> Totals	11	\$25,294.66
		Department <b>12 - Human Resources</b> Totals	11	\$25,294.66
		Fund <b>804 - Insurance Voluntary Trust</b> Totals	11	\$25,294.66
Fund <b>978 - City 2016 GO Bond Proceeds</b>				
Department <b>06 - Controller's Office</b>				
Program <b>06016B - 2016 B Ped/Signal/Intersection</b>				



# Board of Public Works Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 54510 - Other Capital Outlays</b>				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Downtown Curb Ramps PH 2-Inv. date 5/17/19	BC 2018-71	06/14/2019	1,281.00
	Account <b>54510 - Other Capital Outlays</b> Totals	1		\$1,281.00
	Program <b>06016B - 2016 B Ped/Signal/Intersection</b> Totals	1		\$1,281.00
	Department <b>06 - Controller's Office</b> Totals	1		\$1,281.00
	Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals	1		\$1,281.00
		272		\$343,679.63





# Board of Public Works Claim Register Utilities

Invoice Date Range 05/29/19 - 05/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX05192019	02-PW Divisions cell phone charges 4/12-	Paid by Check # 69735		05/29/2019	05/29/2019	05/29/2019		05/29/2019	248.55
Account 53210 - Telephone Totals								Invoice Transactions 1		\$248.55
Program 010000 - Main Totals								Invoice Transactions 1		\$248.55
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$248.55
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52420 - Other Supplies										
13969 - AT&T Mobility II, LLC	PWDIVX05192019	02-PW Divisions cell phone charges 4/12-	Paid by Check # 69735		05/29/2019	05/29/2019	05/29/2019		05/29/2019	37.50
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$37.50
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX05192019	02-PW Divisions cell phone charges 4/12-	Paid by Check # 69735		05/29/2019	05/29/2019	05/29/2019		05/29/2019	172.71
Account 53210 - Telephone Totals								Invoice Transactions 1		\$172.71
Program 190000 - Main Totals								Invoice Transactions 2		\$210.21
Department 19 - Facilities Maintenance Totals								Invoice Transactions 2		\$210.21
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226105-19	28-phone charges 4/20-5/19/19-#812 339-2261	Paid by Check # 69727		05/29/2019	05/29/2019	05/29/2019		05/29/2019	5,641.95
1079 - AT&T	849494015-050919	28-City Hall-long distance charges-	Paid by Check # 69728		05/29/2019	05/29/2019	05/29/2019		05/29/2019	99.77
13969 - AT&T Mobility II, LLC	ITSX05192019	28-cell phone charges-4/12-5/11/19	Paid by Check # 69731		05/29/2019	05/29/2019	05/29/2019		05/29/2019	686.89
Account 53210 - Telephone Totals								Invoice Transactions 3		\$6,428.61
Program 280000 - Main Totals								Invoice Transactions 3		\$6,428.61
Department 28 - ITS Totals								Invoice Transactions 3		\$6,428.61
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 6		\$6,887.37
<b>Fund 312 - Community Services</b>										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	002686	09-CCA Breaking Down The Barriers Accessibility	Paid by Check # 69739		05/29/2019	05/29/2019	05/29/2019		05/29/2019	27.99
4549 - Kroger Limited Partnership I	002826	09-CCA Breaking Down The Barriers Accessibility	Paid by Check # 69739		05/29/2019	05/29/2019	05/29/2019		05/29/2019	6.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$33.99
Program 090004 - Com Serv- Accessibility Totals								Invoice Transactions 2		\$33.99
Program 090021 - Children & Youths										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	456537	09-Youth Participatory Budget - refreshments	Paid by Check # 69739		05/29/2019	05/29/2019	05/29/2019		05/29/2019	35.55
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$35.55
Program 090021 - Children & Youths Totals								Invoice Transactions 1		\$35.55
Department 09 - CFRD Totals								Invoice Transactions 3		\$69.54
Fund 312 - Community Services Totals								Invoice Transactions 3		\$69.54
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3550NKNSR-051319	28-3550 N Kinser Pike-business services 5/17-	Paid by Check # 69737		05/29/2019	05/29/2019	05/29/2019		05/29/2019	106.85
4170 - Comcast Cable Communications, INC	401NMRTN-051819	28-401 N Morton-business services-6/1-	Paid by Check # 69738		05/29/2019	05/29/2019	05/29/2019		05/29/2019	149.85
Account 53150 - Communications Contract Totals								Invoice Transactions 2		\$256.70
Program 256000 - Services Totals								Invoice Transactions 2		\$256.70
Department 25 - Telecommunications Totals								Invoice Transactions 2		\$256.70
Fund 401 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions 2		\$256.70
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX05192019	02-PW Divisions cell phone charges 4/12-	Paid by Check # 69735		05/29/2019	05/29/2019	05/29/2019		05/29/2019	179.76
Account 53210 - Telephone Totals								Invoice Transactions 1		\$179.76
Program 200000 - Main Totals								Invoice Transactions 1		\$179.76
Department 20 - Street Totals								Invoice Transactions 1		\$179.76
Fund 451 - Motor Vehicle Highway(S0708) Totals								Invoice Transactions 1		\$179.76
<b>Fund 452 - Parking Facilities(S9502)</b>										
Department 26 - Parking										
Program 260000 - Main										
Account 52420 - Other Supplies										
13969 - AT&T Mobility II, LLC	PWDIVX05192019	02-PW Divisions cell phone charges 4/12-	Paid by Check # 69735		05/29/2019	05/29/2019	05/29/2019		05/29/2019	344.99



# Board of Public Works Claim Register Utilities

Invoice Date Range 05/29/19 - 05/31/19

Account **53210 - Telephone**  
13969 - AT&T Mobility II, LLC

PWDIVX0519201 02-PW Divisions cell  
9 phone charges 4/12-

Paid by Check #  
69735

05/29/2019 05/29/2019 05/29/2019 05/29/2019

\$344.99

19.32

Account **53210 - Telephone** Totals

Invoice Transactions 1

\$19.32

Program **260000 - Main** Totals

Invoice Transactions 2

\$364.31

Department **26 - Parking** Totals

Invoice Transactions 2

\$364.31

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

Invoice Transactions 2

\$364.31

Fund **730 - Solid Waste (S6401)**  
Department **16 - Sanitation**  
Program **160000 - Main**  
Account **53210 - Telephone**  
13969 - AT&T Mobility II, LLC

PWDIVX0519201 02-PW Divisions cell  
9 phone charges 4/12-

Paid by Check #  
69735

05/29/2019 05/29/2019 05/29/2019 05/29/2019

575.35

Account **53210 - Telephone** Totals

Invoice Transactions 1

\$575.35

Program **160000 - Main** Totals

Invoice Transactions 1

\$575.35

Department **16 - Sanitation** Totals

Invoice Transactions 1

\$575.35

Fund **730 - Solid Waste (S6401)** Totals

Invoice Transactions 1

\$575.35

Fund **802 - Fleet Maintenance(S9500)**  
Department **17 - Fleet Maintenance**  
Program **170000 - Main**  
Account **53210 - Telephone**  
13969 - AT&T Mobility II, LLC

PWDIVX0519201 02-PW Divisions cell  
9 phone charges 4/12-

Paid by Check #  
69735

05/29/2019 05/29/2019 05/29/2019 05/29/2019

44.94

Account **53210 - Telephone** Totals

Invoice Transactions 1

\$44.94

Program **170000 - Main** Totals

Invoice Transactions 1

\$44.94

Department **17 - Fleet Maintenance** Totals

Invoice Transactions 1

\$44.94

Fund **802 - Fleet Maintenance(S9500)** Totals

Invoice Transactions 1

\$44.94

Grand Totals

Invoice Transactions 22

\$8,377.97



REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	4/30/2019	EFT	804	FLEX	5/1/2019	942.15
2	5/1/2019	EFT	804	FLEX	5/2/2019	846.53
3	5/2/2019	EFT	804	FLEX	5/3/2019	429.80
4	5/3/2019	EFT	804	FLEX	5/6/2019	904.58
5	5/4/2019	EFT	804	FLEX	5/6/2019	415.44
6	5/5/2019	EFT	804	FLEX	5/6/2019	221.52
7	5/4/2019	EFT	801	H.S.A. ER	5/6/2019	2,123.54
8	5/6/2019	EFT	804	FLEX	5/8/2019	4.57
9	5/7/2019	EFT	804	FLEX	5/8/2019	442.73
10	5/8/2019	EFT	804	FLEX	5/9/2019	244.65
11	5/9/2019	EFT	804	FLEX	5/10/2019	395.73
12	5/9/2019	EFT	804	H.S.A. EE	5/10/2019	17,624.72
13	5/9/2019	EFT	801	IACT	5/10/2019	881,261.41
14	5/10/2019	EFT	804	FLEX	5/13/2019	1,551.42
15	5/11/2019	EFT	804	FLEX	5/13/2019	859.18
16	5/12/2019	EFT	801	FLEX	5/13/2019	115.86
17	5/13/2019	EFT	804	FLEX	5/15/2019	40.00
18	5/14/2019	EFT	804	FLEX	5/15/2019	647.54
19	5/15/2019	EFT	801	CIGNA	5/16/2019	40,034.47
20	5/15/2019	EFT	804	FLEX	5/16/2019	906.46
21	5/16/2019	EFT	804	FLEX	5/17/2019	361.17
22	5/18/2019	EFT	804	FLEX	5/20/2019	695.98
27	5/19/2019	EFT	804	FLEX	5/20/2019	429.92
28	5/17/2019	EFT	804	FLEX	5/21/2019	256.40
29	5/21/2019	EFT	804	FLEX	5/22/2019	354.99
26	5/22/2019	EFT	804	FLEX	5/23/2019	174.72
30	5/21/2019	EFT	804	FLEX	5/21/2019	303.00
25	5/22/2019	EFT	804	FLEX	5/22/2019	850.00
24	5/21/2019	EFT	800	Work Comp	5/21/2019	3,843.44
23	5/21/2019	EFT	800	Work Comp	5/21/2019	2,736.55
31	5/23/2019	EFT	804	H.S.A. EE	5/23/2019	17,924.72
32	5/23/2019	EFT	804	FLEX	5/24/2019	336.39
33	5/24/2019	EFT	804	FLEX	5/26/2019	40.09
34	5/25/2019	EFT	804	FLEX	5/28/2019	256.09
35	5/26/2019	EFT	804	FLEX	5/28/2019	69.50
36	5/27/2019	EFT	804	FLEX	5/28/2019	172.39
37	5/28/2019	EFT	804	FLEX	5/28/2019	1,880.00
38	5/29/2019	EFT	804	FLEX	5/29/2019	526.58
39	5/29/2019	EFT	804	FLEX	5/31/2018	444.30
40	5/30/2019	EFT	804	H.S.A. ER	5/31/2019	526.58
41	5/30/2019	EFT	804	FLEX	5/31/2019	137.64
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	H.S.A. ER		
45		EFT	800	Work Comp		
46		EFT	804	HC/MT		
47		EFT	804	FLEX		
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

982,332.75

ALLOWANCE OF CLAIMS

\$ 982,332.75

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Office \_\_\_\_\_

## REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/14/2019	Bank Fees				
	Claims				343,679.63
5/31/2019	Special Utility Claims				8,377.97
5/31/2019	Month Of May HSA/WorkComp/MT & Gym/CIGNA				982,332.75
	Sales Tax For April 2019				
					<b>1,334,390.35</b>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 1,334,390.35**

Dated this 11th day of June year of 2019.

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazo, 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 Office \_\_\_\_\_