

**Board of Public Works Meeting  
September 17, 2019**



# AGENDA BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday September 17, 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 VI ENFORCEMENT

## IV. CONSENT AGENDA

1. Approve Minutes 9-3-19
2. Resolution 2019-84: Approve Use of Public Right of Way for 2019 Holiday Market (Saturday, November 30<sup>th</sup>)
3. Resolution 2019-89: Approve Use of Public Right of Way for 2019 IU Homecoming (Friday, October 11<sup>th</sup>)
4. Resolution 2019-94: Approve Use of Public Right of Way for 2019 Breast Cancer Awareness Walk (Saturday, October 19<sup>th</sup>)
5. Approve Payroll

## V. NEW BUSINESS

1. Approve Operator License Application for Electric Scooters Use of the Public Right-of-Way
2. Resolution 2019-90: Approve Order to Seal Unsafe Structure at 414 S. Walnut St.
3. Resolution 2019-91: Approve Order to Seal Unsafe Structure at 229 W. 1<sup>st</sup> St.
4. Resolution 2019-92: Approve 1<sup>st</sup> Annual Fall Foliage Festival (Saturday, October 5<sup>th</sup>)
5. Resolution 2019-93: Approve Use of Public Right of Way for Fall Hootenanny Music Festival (Friday, October 4<sup>th</sup>)
6. Approve Change Order #6 for Tapp Rd. and Rockport Rd. Intersection Improvements Project
7. Approve Change Order #2 for W. 17<sup>th</sup> Street Reconstruction Project
8. Approve Contract with Gilliland Excavating, Inc., for Sidewalk Repair on W. Howe and E. University Streets
9. Approve Contract with Harrell-Fish, Inc., for Phase II Heat Pump Replacement at City Hall
10. Approve Contract with AMI Roofing Contractors, Inc., for Roof Replacement at Fire Station #5

## 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)

The Board of Public Works meeting was held on Tuesday, September 3, 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: Nate Nickel – Public Works  
Melissa Hirtzel – Public Works  
Mike Arnold - Housing and Neighborhood Dev.  
Sean Starowitz – Economic and Sustainable Dev.  
Jacquelyn Moore – City Legal  
Sara Gomez – Planning and Transportation  
Russell White – Planning and Transportation

Hollingsworth wanted to thank all of the employees for their hard word that worked over the weekend. Palazzo wanted to thank the Street Department for their hard work when she had a tree fall in her yard. They showed up in less than half an hour.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

Mike Arnold, Housing and Neighborhood Development, presented Permission to Abate Property at 2414 S. Milton Dr. See meeting packet for details.

**TITLE VI  
ENFORCEMENT**

**Permission to Abate  
Property at 2414 S. Milton  
Dr.**

Hollingsworth made a motion to abate property at 2414 S. Milton Dr. Palazzo seconded. Motion is passed.

## CONSENT AGENDA

1. **Approve Minutes 8-20-19**
2. **Resolution 2019-77: Approve IU Student Foundation Street Sprints**
3. **Resolution 2019-82: Approve Declaration of Surplus Property from Parks Department and HAND**
4. **Resolution 2019-83: Approve Declaration of Surplus Property from ITS Department**
5. **Resolution 2019-85: Approve WFHB Block Rocker (Saturday, October 12<sup>th</sup>)**
6. **Resolution 2019-86: Approve Renewal of Mobile Vendor License (Swakin' LLC)**
7. **Approve Addendum #1 with Lucity Asset Management for Additional Software Licenses for Fleet Division**
8. **Approve Acceptance of Allen-Dunn Subdivision Final Plat**
9. **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.

## NEW BUSINESS

Mike Arnold, Housing and Neighborhood Development, presented Approve Order to Remove Unsafe Structure at 1633 S. Pinestone Ct. See meeting packet for details.

**Approve Order to Remove Unsafe Structure at 1633 S. Pinestone Ct.**

**Board Comments:** Hollingsworth asked how long it will take to get the house removed. Arnold stated the contract is set up until the end of November. Cox Deckard stated numerous notices have been issued as well as published, but had no success. Arnold confirmed. Cox Deckard asked if the structure is caving in; Arnold confirmed. He stated there is no roof over the living room, the ceiling is collapsed, and the walls are collapsing.

Hollingsworth made a motion to Approve Order to Remove Unsafe Structure at 1633 S. Pinestone Ct. Palazzo seconded. Motion is passed.

Sean Starowitz, Economic and Sustainable Development, presented Resolution 2019-87: Approve Harmony School Extravaganza. See meeting packet for details.

**Resolution 2019-87:  
Approve Harmony School Extravaganza (Saturday, October 5<sup>th</sup>)**

**Board Comments:** Hollingsworth asked Tonya Walden, Harmony School, if this was the first time they have collaborated with The Elm Heights Neighborhood Association; Walden agreed. Walden stated a lot of residents attend the event every year but this year Elm Heights wanted a stronger role.

Hollingsworth made a motion to Approve Resolution 2019-87: Approve Harmony School Extravaganza. Palazzo seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Resolution 2019-88: Approve Right-of-Way Encroachment Agreement at 1615 W. 7<sup>th</sup> St. See meeting packet for details.

**Resolution 2019-88:  
Approve Right-of-Way  
Encroachment Agreement  
at 1615 W. 7<sup>th</sup> St.**

**Board Comments:** Cox Deckard explained to Palazzo how the property is platted. An alley runs through the middle of her back yard that the resident wants fenced. Cox Deckard stated that if the City were to ever improve the alley, the owner of the property would be financially responsible to get the fence removed. Hollingsworth asked Gomez if the City has a say of what kind of fence she puts up. Gomez said it falls under the UDO code requirements of not being over 6 feet high. Palazzo asked for clarification on what two properties the resident owns.

Hollingsworth made a motion to approve Resolution 2019-88: Approve Right-of-Way Encroachment Agreement at 1615 W. 7<sup>th</sup> St. Palazzo seconded. Motion is passed.

Gomez presented Approve Extension Request from Crider & Crider, Inc., for Temporary Road Closure on N. Old State Rd. 37. See meeting packet for details.

**Approve Extension  
Request from Crider &  
Crider, Inc., for  
Temporary Road Closure  
on N. Old State Rd. 37  
(Tuesday, October 15<sup>th</sup>)**

**Board Comments:** Hollingsworth asked Gomez if she were combining the two requests; Gomez confirmed. Palazzo asked what the cause of the delay was. Gomez explained some sanitary sewer engineering issues and inclement weather were the cause for delay. Palazzo asked if anybody has complained about the change of traffic patterns. Gomez said she hasn't received complaints about getting through the construction, but she has received some complaints on the northern portion not being paved yet. Gomez said Crider and Crider has been responsive to repairing that portion. Hollingsworth asked if this will be done by the end of October. Bill Williams, Crider & Crider stated he hopes to be done by then. Cox Deckard confirmed with Gomez that there will be another closure until the 31<sup>st</sup> of October.

Hollingsworth made a motion to Approve Extension Request from Crider & Crider, Inc., for Temporary Road Closure on N. Old State Rd. 37 (Thursday, October 31<sup>st</sup>). Palazzo seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Change Order #1 with Monroe LLC for Mitchell Street Sidewalk Project. See meeting packet for details.

**Approve Change Order #1  
with Monroe LLC for  
Mitchell Street Sidewalk  
Project**

**Board Comments:** Hollingsworth asked White when he anticipates Monroe LLC completing this job. White explained there is an item list called a punch list. Each department involved with this project will go out and inspect the job to see what needs to be fixed. The contractor has 10 days to complete the punch list. As far as White knew, the contractor has completed the punch list.

Hollingsworth made a motion to Approve Change Order #1 with Monroe LLC for Mitchell Street Sidewalk Project. Palazzo Seconded. Motion is passed.

Nate Nickel, Public Works, mentioned the tens of thousands of people that came to Bloomington over the weekend for multiple festivals. It was a great way to showcase Bloomington. He wanted to thank the Parking Enforcement staff, specifically Brian Alexander and Susan McCarter. He was glad that this weekend went smoothly.

**STAFF REPORTS &  
OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$659,071.27. Cox Deckard seconded. Claims are approved.

**APPROVAL OF CLAIMS**

Cox Deckard called for adjournment. Meeting adjourned at 5:57 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:** Holiday Market

**Petitioner/Representative:** Bloomington Parks and Recreation Dept.

**Staff Representative:** Sean Starowitz

**Meeting Date:** September 17, 2019

**Event Date:** Saturday, November 30, 2019

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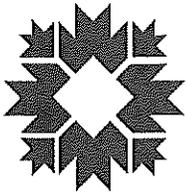
Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Tuba Santas fill the Market with holiday spirit, and St. Nick and his reindeer will visit too! Carriage and train rides will be available and will depart from the City Hall Parking lot. The Parks and Recreation mobile stage will set up on Morton and will feature musical performances throughout the day.

The Holiday Market will be held on Saturday, November 30, 2019, and is requesting use of the North Showers Parking Lot, Showers Common, Showers Plaza, specific on-street parking spaces and the following streets: North Morton Street between West 7<sup>th</sup> and 8<sup>th</sup> Streets from 6:00 AM to 6:00 PM. They are also requesting a Noise Permit.

The Parks and Recreation Department is also in discussion with Newson's Carriage & Sleigh to provide carriage rides for attendees at the Market. Parks would pay Newson's Carriage & Sleigh, who would then charge \$5.00 per person to ride. Animal Control will inspect the animals the morning of the event.

The Board of Park Commissioners has approved the contract with Newson's Carriage & Sleigh.

**Staff recommends approval of the request.**



**CITY OF BLOOMINGTON**

# **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:	Crystal Ritter		
Contact Phone:	812.349.3725	Mobile Phone:	720.260.0176
Title/Position:	Community Events Coordinator		
Organization:	City of Bloomington Parks and Recreation		
Address:	401 N. Morton St., Suite 250		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	<a href="mailto:ritterc@bloomington.in.gov">ritterc@bloomington.in.gov</a>		
Organization E-Mail and URL:	<a href="https://bloomington.in.gov/parks">https://bloomington.in.gov/parks</a>		
Org Phone No:	812.349.3700	Fax No:	812.349.3705

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

Organization Name:	List of Prepared Food Vendors can be found at: <a href="https://bloomington.in.gov/farmers-market/vendors">https://bloomington.in.gov/farmers-market/vendors</a>		
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:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:	Mobile Phone:
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### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Saturday, November 30 <sup>th</sup> , 2019	
Time of Event:	Date: 11/30/2019    Start: 10:00 a.m.    Date: 11/30/2019 End: 3:00 p.m.	
Setup/Teardown time Needed	Date: 11/30/2019    Start: 6:00 a.m.    Date: 11/30/2019 End: 6:00 p.m.	
Calendar Day of Week:	Saturday	
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The TubaSantas fill the Market with holiday spirit, and St. Nick and his reindeer will visit too! Carriage and train rides will be available and will depart from the City Hall Parking lot. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the day.</p> <p>We will have over arts and fine crafts vendors in City Hall as well as visits with St. Nick. We will live reindeer and cookie decorating outside of City Hall on the plaza. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10am-3pm timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will be carriage rides and train rides provided through vendors along the north side of the Showers building parking lot that will enter and exit the market area. There will be chestnut roasting with a fire in the farmers' market circular stage area. The fire permit has already been approved. There will also be roving carolers and performances from Cardinal Stage Company's Holiday show throughout the market area.</p>	
List of Street Closures (If applicable)	Morton Street between 8 <sup>th</sup> Street and 8 <sup>th</sup> Street or the entrance to the Bloomington City Hall parking lot.	
Expected Number of Participants:	10,000	Expected # of vehicles (Use of Parking Spaces to close): 8-10 and City Hall Parking

		lot
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**4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks***

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**5. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked</p> <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments

<input type="checkbox"/>	Noise Permit application	<input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit	<input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.	
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)	
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)	
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)	

**6.  
CHECKLIST**

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

Number of expected attendees: 10,000

Number of food vendors: 12

Number of other vendors: 70-90

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

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

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.  
ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

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

Type of waste	Collection plan
Trash	9 cans in addition to the permanent ones on Showers Plaza and the B-Line Trail
Recycling	9 ClearStream recycling containers will be used in addition to the 3 recycling containers maintained by Parks and Recreation on the B-Line Trail.
Food Waste from Chestnuts, paper bags, paper plates from cookie decorating	Compost will taken home by Farm vendors to compost.

\*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:** Temporary trash cans and ClearStream recycling containers owned by the Bloomington Community Farmers' Market will be used.

**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.

**Dear Business or Property Owner,**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Parks and Recreation's 17<sup>th</sup> Annual Holiday Market. The Holiday Market is an annual holiday celebration that celebrates the end of season for the Bloomington Community Farmers' Market and the start of the holiday season. The event includes arts and fine crafts vendors in City Hall, farm vendors, local product vendors, as well as visits with St. Nick, carriage rides, train rides, and cookie decorating for children.

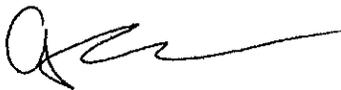
The Board of Public Works meeting to hear this request will be Tuesday, September 17<sup>th</sup>, 2019. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Bloomington Parks and Recreation's 17<sup>th</sup> Annual Holiday Market will be on file and may be examined in the Public Works office on the Friday, September 13<sup>th</sup> prior to the Tuesday, September 17<sup>th</sup> meeting.

If you have questions about the Holiday Market, please feel free to reach out to me at 812.349.3725.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

Sincerely,



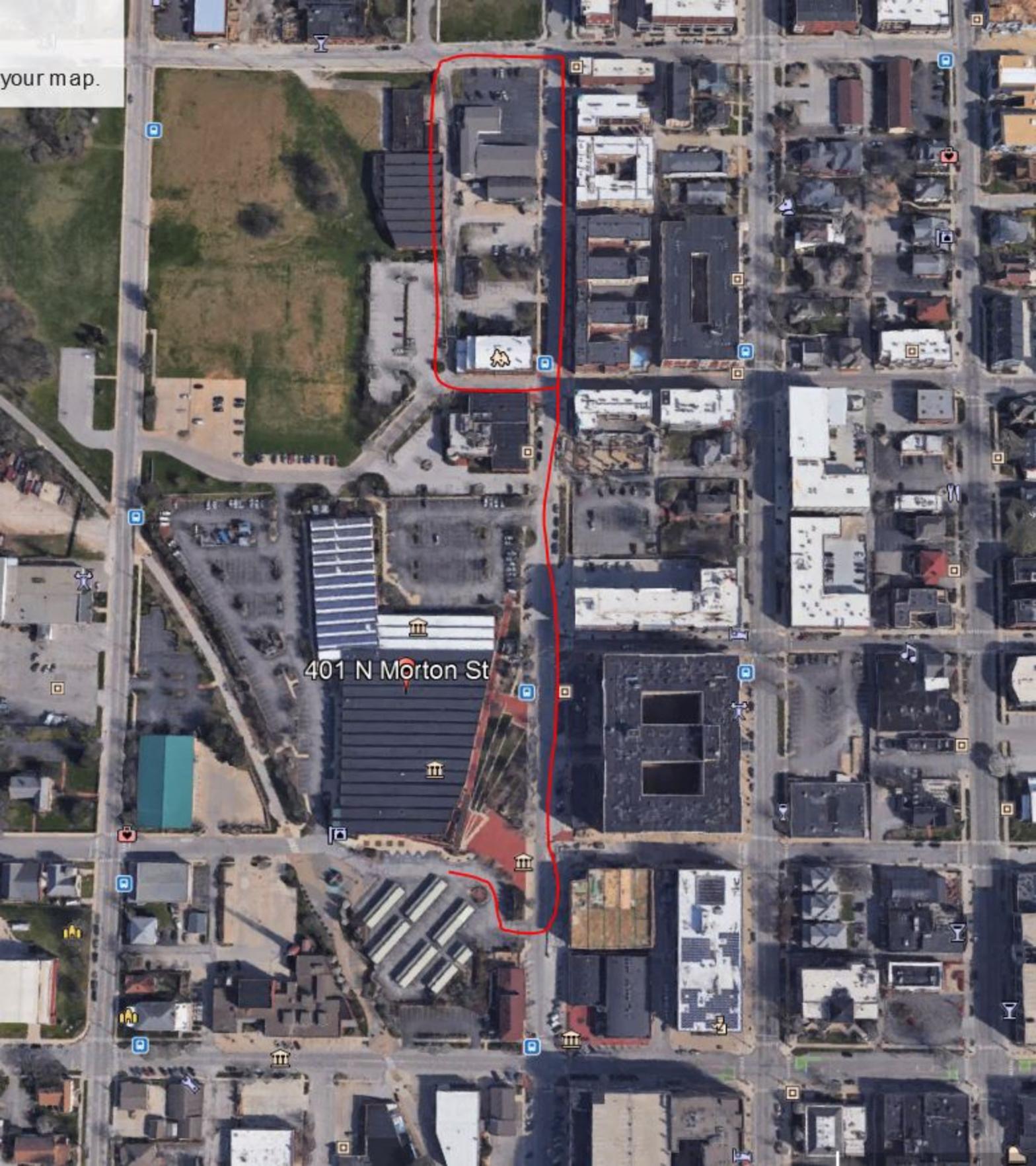
Crystal Ritter  
City of Bloomington  
Parks and Recreation  
[ritterc@bloomington.in.gov](mailto:ritterc@bloomington.in.gov)  
(812)349-3725

2019 Holiday Market – Saturday, November 30th 10:00 a.m. to 3:00 p.m.



- Type 3 Barricade with Road Closed Signage
- City Vehicle
- City Vehicle
- Parks Mobile Stage 34'x16'
- 10x10 pop-up tent
- Water filled barricades

your map.



401 N Morton St

# 2019 Bloomington Community Farmers' Market Map

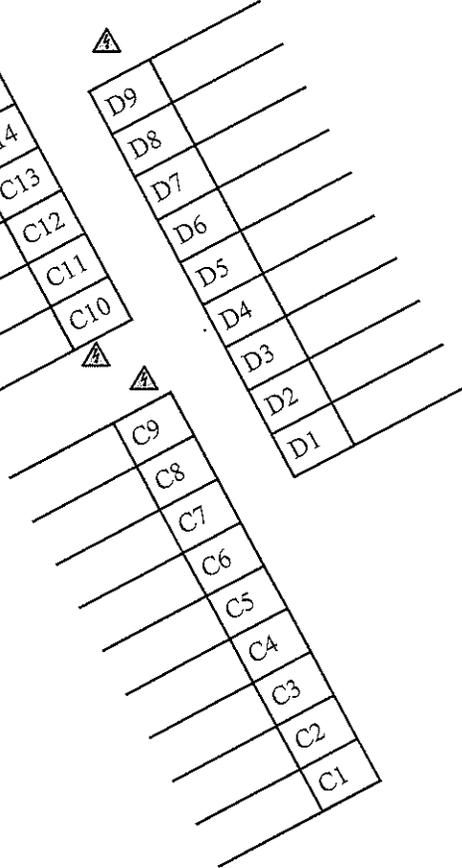
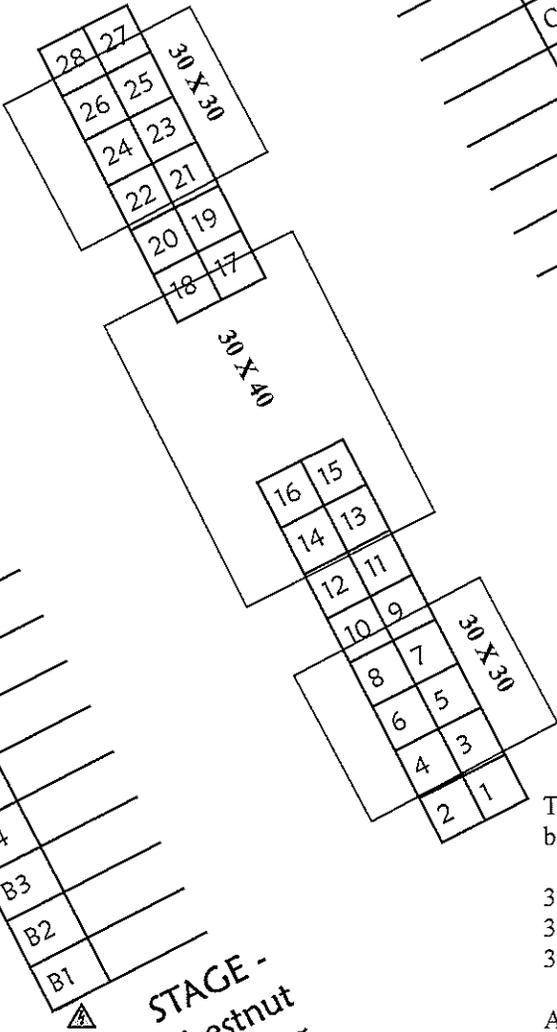
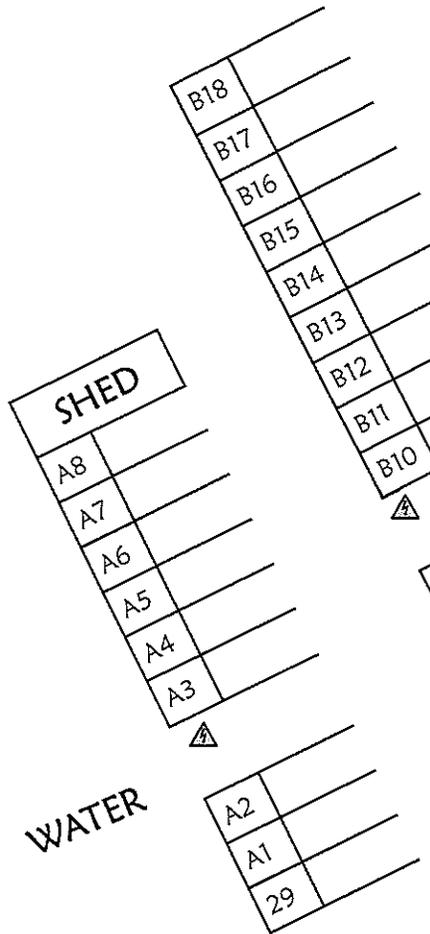
## HOLIDAY MARKET

# B-Line Trail

B-Line Plaza

Prepared Foods  
Information Alley

8th Street



<b>CARRIAGE RIDES</b>	E21
	E20
	E19
	E18
	E17
	E16
	E15
	E14
	E13
	E12
	E11

CITY HALL

Showers Plaza

Morton Street

The center pole on each tent should be placed where these spaces meet:

- 30x30=(1,2,3,4) ;
- 30x40=(11,12,13,14);
- 30x30=(19,20,21,22)

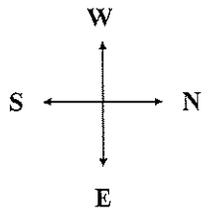
Any questions about tent set up call Crystal Ritter at 812.349.3725

E1
E2
E3
E4
E5

E6	E7	E8	E9	E10
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**Legend**

- Electric Outlet
- Early Exit Space



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-84**

**HOLIDAY MARKET WITH CARRIAGE AND TRAIN RIDES**

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

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Bloomington Parks and Recreation Department; and

WHEREAS, Bloomington Parks and Recreation Department is desirous of using City property which includes North Showers Parking Lot, Showers Common, Showers Plaza, North Morton Street between West 7<sup>th</sup> & 8<sup>th</sup> Streets, to sponsor the Holiday Market, on Saturday, November 30, 2019, which is scheduled for 10:00 a.m. through 3:00 p.m.; and

WHEREAS, Bloomington Parks and Recreation Department is in contract discussion with Newsom's Carriage and Sleigh to provide horse carriage rides for hire in conjunction with the Holiday Market at the rate of \$5.00 per person; and

WHEREAS, the Holiday Market will also feature train rides on the B-Line Trail, with Parks and Recreation Department staff providing safe crossings where the B-Line Trail crosses North Rogers Street and North Fairview Street.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. North Morton Street will be closed between West 7<sup>th</sup> Street and West 8<sup>th</sup> Street beginning at 6:00 a.m. on November 30, 2019, until 6:00 p.m. on November 30, 2019.
2. The route for the horse drawn carriage rides shall be: begin at the exit from the North Showers Parking Lot and head north on North Morton Street; turn left onto West 10<sup>th</sup> Street; turn right onto Maker Way; turn right onto West 11<sup>th</sup> Street; and turn right onto North Morton Street and proceed back to the North Showers Parking Lot.
3. The train rides shall take place on the B-Line Trail, with crossings at the B-Line Trail and North Rogers Street and North Fairview Street.
4. Bloomington Parks and Recreation Department 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.
5. Bloomington Parks and Recreation Department shall be responsible for developing a

Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Parks and Rec shall obtain and place any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington Parks and Recreation Department shall not close the streets until 6:00 a.m. on Saturday, the 30th day of November, 2019 and to remove barricades and signage by 6:00 p.m. on Saturday, November 30, 2019.

6. Bloomington Parks and Recreation Department will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Saturday, November 30, 2019.
7. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. Bloomington Parks and Recreation Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. \_\_\_\_\_, 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 17<sup>th</sup> DAY OF SEPTEMBER, 2019.

**BOARD OF PUBLIC WORKS:**

**ATTEST:**

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

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

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

\_\_\_\_\_  
Date

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



## Board of Public Works Staff Report

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**Project/Event:** Indiana University Homecoming Parade  
**Petitioner/Representative:** Indiana University Alumni Association  
**Staff Representative:** Sean Starowitz  
**Meeting Date:** September 17, 2019  
**Event Date:** Friday, October 11, 2019

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The Indiana University Alumni Association is requesting street closures for the purpose of conducting their annual Indiana University Homecoming Parade on Friday, October 11th from 4:00 p.m. to 8:00 p.m.

The Alumni Association is requesting that portions of the following City streets be temporarily closed to vehicular traffic: N. Woodlawn Avenue between E. 7<sup>th</sup> Street and E. 17<sup>th</sup> Street and E. 7<sup>th</sup> Street, a portion of 17<sup>th</sup> Street and 7<sup>th</sup> Street. The direction of the parade will travel south, with staging from the IU Green Lot at Assembly Hall, crossing 17<sup>th</sup> Street and end at 7<sup>th</sup> & Woodlawn. Parade will begin at 6 p.m. and end at 7:30 p.m. on October 11, 2019.

Indiana University Police Department will be providing traffic control.

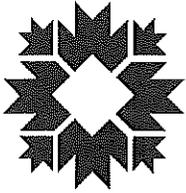
The Indiana University Alumni Association expects approximately 1500-2000 attendees, including student and community members, and will feature walking groups, decorated vehicles, and floats.

A noise waiver has been written into the Resolution, and a Noise Permit application was submitted.

BPD has approved a Parade Permit subject to BPW approval.

Staff recommends approval.

19-189



CITY OF BLOOMINGTON

# 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:	Garrett Baker		
Contact Phone:	812-855-6120	Mobile Phone:	
Title/Position:	Assistant Director of Programs		
Organization:	Indiana University Alumni Association		
Address:	1000 E. 17 <sup>th</sup> St		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	<a href="mailto:jgb@iu.edu">jgb@iu.edu</a>		
Organization E-Mail and URL:	Alumni.iu.edu		
Org Phone No:	812-855-4822	Fax No:	

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

Organization Name:	IU Athletics		
Address:	1001 E 17 <sup>th</sup> St.		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	<a href="mailto:mkskirvin@indiana.edu">mkskirvin@indiana.edu</a>		
Phone Number:	812-856-1401	Mobile Phone:	
Organization Name:	The Tao – Finney Hospitality Group		
Address:	101 N. College Ave		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	<a href="mailto:maryann@finneyhospitality.com">maryann@finneyhospitality.com</a>		
Phone Number:		Mobile Phone:	248-914-5417
Organization Name:	IUPUD		
Address:	Brian Oliger and/or Kenneth Allen		
City, State, Zip:	1469 E 17 <sup>th</sup> St.		
E-Mail Address:	Bloomington, IN 47408		
Phone Number:	812-855-4275	Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, October 11, 2019	
Time of Event:	Date: 10/11/19   Start: 6pm	Date: 10/11/19   End: 7:30pm
Setup/Teardown time Needed	Date: 10/11/19   Start: 4pm	Date: 10/11/19   End: 8pm
Calendar Day of Week:	Friday	
Description of Event:	Annual IU Homecoming parade, which will begin assembling in the Green Lot of Assembly Hall, then at 6pm will officially start at 17 <sup>th</sup> & Woodlawn and travel south down Woodlawn, ending at 7 <sup>th</sup> & Woodlawn.	
List of Street Closures (If applicable)	17 <sup>th</sup> St, 13 <sup>th</sup> St, 10 <sup>th</sup> St.	
Expected Number of Participants:	1500 - 2000	Expected # of vehicles (Use of Parking Spaces to close); parking will be open in Assembly Hall parking lots

**4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks***

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input checked="" type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable <i>Pending Approval</i>
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

- Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **DEADLINE:** To Public Works no later than five days before event.
- For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (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		

# ACORD™ INSURANCE BINDER

DATE  
02/03/17

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER <b>ONI Risk Partners, Inc.</b> P.O. Box 80159 Indianapolis, IN 46280-0159	PHONE (A/C, No, Ext): <b>317-575-9999</b> FAX (A/C, No):	COMPANY <b>Cincinnati Insurance Co.</b>	BINDER # <b>ENP0423551</b>
AGENCY CUSTOMER ID: <b>98415</b>	INSURED <b>Indiana University Alumni Association Off of Insurance, Loss Control 400 E. 7th Street, Poplars 705 Bloomington, IN 47405</b>	DATE EFFECTIVE <b>02/01/17</b>	TIME <b>12:01</b>
CODE:	SUB CODE:	DATE EXPIRATION <b>02/01/20</b>	TIME <input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	

**COVERAGES**

**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$ 100,000
		MED EXP (Any one person)		\$ 10,000
		PERSONAL & ADV INJURY		\$ 1,000,000
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$ 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT		\$ 1,000,000
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$ 5,000
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$ 1,000,000
				\$ 1,000,000
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

**NAME & ADDRESS**

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>John S. Flynn</i>	

## **CONDITIONS**

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### **Applicable in California**

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### **Applicable in Delaware**

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### **Applicable in Florida**

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### **Applicable in Nevada**

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

\* = LAW Enforcement  
 □ = 3 barricades  
 ♻ = Waste/ Recycling



Parade staging:  
 4:30 p.m.  
 Parade begins:  
 6 p.m.

**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-89**

**IU HOMECOMING PARADE 2019**

**WHEREAS**, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by Indiana Code § 36-9-6-2 to supervise the streets, sidewalks, and parking spaces of the City; and

**WHEREAS**, the Indiana University Alumni Association (hereinafter referred to as “IUAA”) would like to have the City close the following City streets: N. Woodlawn Avenue between E. 7<sup>th</sup> Street and E. 17<sup>th</sup> Street. Parade staging will begin in the IU Green Lot of Assembly Hall and cross 17<sup>th</sup> Street and end on 7<sup>th</sup> Street. This closing is so IUAA can host the 2019 Indiana University Homecoming Parade.

**WHEREAS**, IUAA has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

**WHEREAS**, the City desires to close said streets in order to support this community function.

**NOW, THEREFORE, BE IT RESOLVED** that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the 2019 Indiana University Homecoming Parade: N. Woodlawn Avenue between E. 7<sup>th</sup> Street and E. 17<sup>th</sup> Street and E. 7<sup>th</sup> Street between N. Indiana Avenue and N. Woodlawn Avenue between the hours of 4:00 p.m. and 8:00 p.m., on Friday, October 11th, 2019. The parade will begin at 6:00 p.m. and will end at 7:30 p.m.
2. IUAA 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.
3. IUAA shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IUAA shall obtain and place at IUAA's 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. IUAA shall not close the streets until 4:00 p.m. on Friday, October 11th<sup>th</sup>, 2019 and shall remove barricades and signage by 8:00 p.m. on Friday, October 11th<sup>th</sup>, 2019.
4. IUAA shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
5. IUAA shall clean up the affected area before, during, and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any

Resolution 2019-89

and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and empty and remove all trash cans/receptacles. Clean-up shall be completed by 8:00 p.m. on Friday, October 11th, 2019.

6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City 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.
8. IUAA shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. IUAA, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which 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.
10. \_\_\_\_\_, a duly authorized representative of IUAA, represents that he/she is fully empowered by proper action of IUAA to bind IUAA to the terms and conditions set forth in this Resolution and does so bind IUAA by his/her signature set forth below.

ADOPTED THIS 17 DAY SEPTEMBER, 2019.

BOARD OF PUBLIC WORKS:

INDIANA UNIVERSITY ALUMNI ASSOCIATION:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name, Title

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

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Breast Cancer Awareness Walk – Noise Permit

**Petitioner/Representative:** Karen Shacklette, Breast Cancer Awareness Walk

**Staff Representative:** Sean Starowitz

**Meeting Date:** September 17, 2019

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The 22<sup>nd</sup> Annual Breast Cancer Awareness Walk takes place on Saturday, October 19<sup>th</sup> from 8:00 a.m. to 10:30 a.m. The walk begins at the Showers Plaza, heads east on West 8<sup>th</sup> Street, South on North College Avenue, east on West Kirkwood Avenue to the Sample Gates, and returns via the same route to Showers Plaza.

Public sidewalks will only be utilized for this event with the Bloomington Police Department providing traffic control for the safety of the walkers at major intersections. Organizers anticipate 1,000 people will attend. Amplified noise for music and speakers will be part of the program at Shower's Plaza.

**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

*Sept 17*  
*Noise permit*

*Public Works*

## 1. Applicant Information

Contact Name: Karen Shacklette  
Contact Phone: 812-332-8242      Mobile Phone: 812-322-6603  
Title/Position: Committee member  
Organization: Breast Cancer Awareness Walk  
Address: PO Box 0210  
City, State, Zip: Bloomington, IN 47402-0210  
Contact E-Mail Address: karens@siraonline.com  
Organization E-Mail and URL: [btowncancerwalk@gmail.com](mailto:btowncancerwalk@gmail.com) and [siraonline.com](http://siraonline.com) link to Walk  
Org Phone No: 812-332-8242      Fax No: 812-333-7684

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

Organization Name: N/A  
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:

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

**4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks***

- A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
  - The starting point shall be clearly marked
  - The ending point shall be clearly marked
  - The number of lanes to be restricted on each road shall be clearly marked
  - Each intersection along the route shall be clearly identified
  - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and
  - The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
- Notification to businesses/residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
- Using a City park or trail? Parks & Recreation Department Approved Special Use Permit  Not applicable
- Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
- A properly executed Maintenance of Traffic Plan
  - \*Determine if No Parking Signs will be required
  - \* Determine if Barricades will be required
- For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
- Secured a Parade Permit from Bloomington Police Department  Not applicable
- Noise Permit application  Not applicable
- Waste and Recycling Plan if more than 100 participates (template attached)

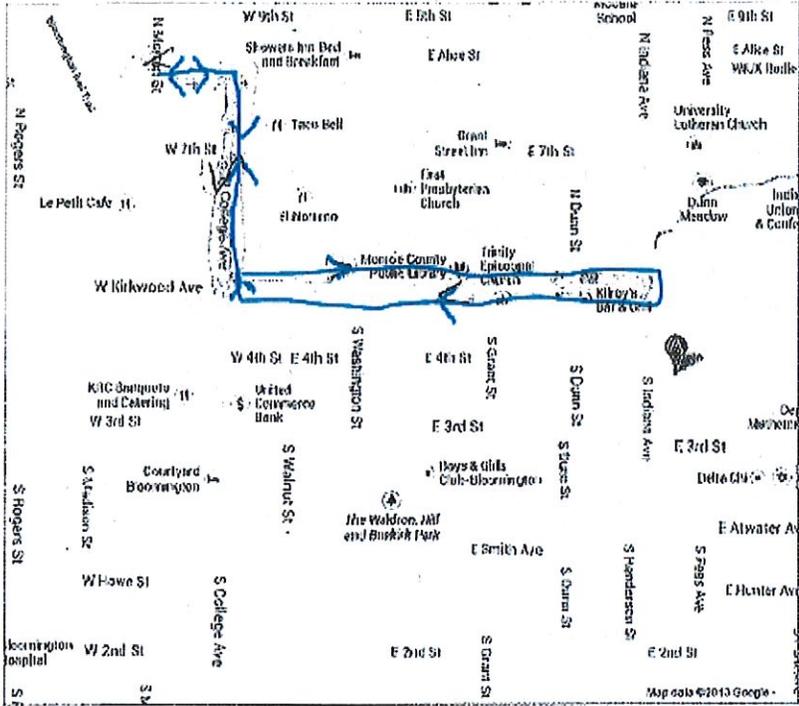
**5. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

- A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)
  - The starting point shall be clearly marked
  - The ending point shall be clearly marked
  - The number of lanes to be restricted on each road shall be clearly marked
  - Each intersection along the route shall be clearly identified
  - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and
  - The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
- Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
- Using a City park or trail? Parks & Recreation Department Approved Special Use Permit  Not applicable
- A properly executed Maintenance of Traffic Plan
  - \*Determine if No Parking Signs will be required
  - \* Determine if Barricades will be required
- For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
- Noise Permit application  Not applicable
- Beer & Wine Permit  Not applicable

22<sup>th</sup> Annual  
 Bloomington's Breast Cancer Awareness Walk  
 2019 Route

Google



The walk will begin at Showers Plaza and go east on Morton, South on College, East on Kirkwood up to the Sample Gates, West on Kirkwood to College, North on College and west on Morton.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-94**

**Breast Cancer Awareness Walk**

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

WHEREAS, Breast Cancer Awareness Walk will sponsor the 22nd Annual Breast Cancer Awareness Walk in Bloomington; and

WHEREAS, Breast Cancer Awareness Walk has requested use of public sidewalks for the Breast Cancer Awareness Walk; and

WHEREAS, Breast Cancer Awareness Walk has agreed to provide all traffic control as deemed necessary and instructed by the City of Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Breast Cancer Awareness Walk has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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

1. The City of Bloomington Board of Public Works declares that Breast Cancer Awareness Walk (hereinafter "Sponsor") may utilize sidewalks and cross the following streets: North Morton Street, North College Avenue, West 8<sup>th</sup> Street, West 6<sup>th</sup> Street, and West Kirkwood Avenue to conduct the Breast Cancer Awareness Walk between the 6:30 a.m. and 10:30 a.m. on Saturday, October 19, 2019 with the event start time of 8:00 a.m. and that vehicular traffic may be restricted for short periods of time during this event.
2. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
3. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 10:30 a.m., Saturday, October 19, 2019.
4. 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 music may be played during the hours of the event.

RESOLUTION 2019-94

5. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
  
6. \_\_\_\_\_, 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.
  
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Breast Cancer Awareness Walk, 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.

ADOPTED THIS 17 DAY OF SEPTEMBER, 2019

**BOARD OF PUBLIC WORKS:**

**BREAST CANCER AWARENESS WALK**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name, Title

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

\_\_\_\_\_  
Position

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

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
9/13/2019	Payroll				426,413.71
					<u>426,413.71</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 \$ 426,413.71

**Dated this 17th day of September 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

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<b>Project/Event:</b>	Shared-Use Motorized Scooter Operator License Application
<b>Petitioner/Representative:</b>	Economic and Sustainable Development
<b>Staff Representatives:</b>	Michael Rouker, City Attorney Adam Wason, Director Public Works Alex Crowley, Director Economic and Sustainable Development
<b>Date:</b>	September 17, 2019

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### Report:

In September, 2018 Bird and Lime scooter companies began operating shared-use scooter rental businesses in Bloomington. In November, the City entered into interim operating agreements with the two companies pending the development and enactment of long-term scooter legislation. Effective September 1, 2019 the City enacted the anticipated legislation, which governs both shared-use motorized scooters and the companies, such as Bird and Lime, that serve as Operators. This legislation requires Operators to obtain a license from the Board of Public Works. The form and requirements of this license application are now before the Board for approval.

### Key provisions of the application:

- Operators to provide descriptions of the scooters deployed and services provided, including pricing, service area, and safety compliance
- Outline of legal requirements under the Bloomington Municipal Code, including:
  - Safety and maintenance requirements
  - Rider information to be placed on the scooters and made available online and on the user app
  - Impoundment and penalty provisions
- Agreement that the City may, on notice, temporarily restrict service areas for special events (Attachment A)
- Operators must provide certain ridership data with the City
- Minimum insurance requirements and risk transfer
- There is no cap on the number of scooters that may be deployed under the license; however, staff may require a reduction in deployment in cases of noncompliance or failure to meet a threshold rate of average rides per day per scooter
- Licensing fees that the Operators will pay to the City
  - Annual fee: Ten thousand dollars (\$10,000) per year
  - Monthly fee: Fifteen cents (\$0.15) per ride, per month

However, the monthly fee may be reduced to ten cents (\$0.10) per ride, per month if the Operator agrees to simultaneously deploy shared-use bicycles in a ratio of one bicycle to every five scooters (Attachment B)

- Attachment B sets forth terms of the Shared Use Bicycle Agreement:
  - 1:5 bicycle to scooter deployment ratio
  - Bicycles and their rentals are subject to Bloomington Municipal Ordinance requirements on bicycle rental and parking
  - No license fee or per-ride fee is assessed for shared-use bicycles under this Agreement.

Bloomington Municipal Code §15.58.040(d) requires that an application for a shared-use motorized scooter license be made on a form provided by the Board of Public Works, which is why this License Application is before the Board for approval. Staff anticipates bringing completed applications to the Board for approval at its October 1, 2019 meeting.

**Staff recommends approval of the Shared-Use Motorized Scooter Operator License Application**

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Recommend  Approval

Denial by:

Michael Rouker

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**Board of Public Works**  
Staff Report

## Shared-Use Motorized Scooter Operator License Application

**City of Bloomington Board of Public Works  
% Economic & Sustainable Development Department  
401 N. Morton St., Suite 150  
Bloomington, IN 47404  
(812) 349-3418**

### **1. Application and License Information**

This is an application for a Shared-Use Motorized Scooter Operator business license per Chapter 15.58 (Motorized Scooters and Shared-Use Motorized Scooters) of the Bloomington Municipal Code. It is unlawful to operate as a shared-used motorized scooter operator without first obtaining a license from the Board of Public Works. Any person who intends to operate a shared-use motorized scooter company, renew an existing shared-use motorized scooter company license, or expand its existing service in the city must file this form with the City. This license is good for one year from the date it is issued, subject to the provisions of BMC 15.58.150.

Return this completed application to [esd@bloomington.in.gov](mailto:esd@bloomington.in.gov) or to the City Hall, 401 N. Morton Street Suite 150, Bloomington, IN 47404. Direct any question regarding this application to Economic & Sustainable Development at (812) 349-3418.

### **2. Applicant Information**

Name of Company	
Address of Company	
City, State, Zip	
Phone Number	
Website	
Email	
Social Media Website	

### **3. Company Information (complete duplicate fields only if different from above)**

Name of Company:	
Address of Company:	
City, State, Zip:	
Phone Number:	

Website:	
Email	
Social Media Website	
Addresses/Handles:	
Company is a(n):	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other

**4. Company Incorporation Information (For Corporations and LLCs Only)**

<b>Date of Incorporation or Organization:</b>	
<b>State of Incorporation or Organization:</b>	
<b>(If not Indiana) Date qualified to transact business in the State of Indiana:</b>	
<b>Employer Identification Number</b>	

**5. Prior licenses**

Have you had a similar license, either from the City of Bloomington or a different municipality, revoked?

Yes  No

If Yes, provide details:

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**6. Descriptions, Pricing, and Service**

A. Please provide the following information with regard to every type of scooter you may deploy within the City of Bloomington.

<b>Scooter Make</b>	<b>Scooter Model</b>	<b>Color</b>


B. Indicate a schedule of rates and charges you will charge to users (if necessary, attach additional documents):

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C. Describe the safety inspection program you will use to ensure the safety of all deployed scooters (if necessary, attach additional documents):

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D. Describe your local staffing and operational plan, including information regarding local staffing and any contractor you will utilize to perform services related to your scooters (if necessary, attach additional documents):

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E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters.

F. Attach color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.

**7. Required Public Outreach and Communications**

A. Identify your company's 24-hour customer service number through which users and members of the public may contact you company:

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B. Provide the URL to a link or other method of access to a Bloomington-specific page on your website as required by BMC 15.58.120(c):

\_\_\_\_\_

C. Provide details of the helmet distribution plan described in BMC 15.58.120(e):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:

- Dates and hours of each safety campaign to be held during the term of this license;
- Proposed staffing levels for each campaign;
- A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
- The planned method of dissemination for campaign information and materials.

**8. Insurance**

Attach proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company's insurance is primary. The insurance certificate must show proof of the following minimum insurance limits:

Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 in the aggregate  
Automobile Liability: \$1,000,000 combined single limit  
Umbrella/Excess Liability: \$5,000,000

The Umbrella/Excess Liability policy shall apply to both the Commercial General Liability and Automobile Liability policies. All policies shall be endorsed to indicate that the City shall receive thirty days prior written notice of policy cancellation or non-renewal of coverage.

**9. Indemnification**

By signing and submitting this application, the undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, agrees to release, hold harmless and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which is licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.

- C. The undersigned shall, and hereby does indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suites, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
- D. The undersigned understands this release binds him/herself, the applicant shared-use motorized scooter Operator, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.

**10. List of Legal Requirements (Chapter 15.58 of the Bloomington Municipal Code)**

The following requirements apply to all companies ("Operators") deploying scooters within the City of Bloomington. Failure to comply with the following requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.
- C. All scooters must be equipped with a bell, horn, or other lawful signalling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.
- F. The following items must be displayed on each scooter:
  - a. The required 24-hour phone number stated in this application;
  - b. The Operator's website;
  - c. Mobile application information for the Operator;
  - d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.
- G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.
- H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.

- I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).
- K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

**11. License Fees and Deployment Allowances**

- A. The applicant shall submit a payment of \$10,000 in the form of a check along with this application. The check shall be deposited upon approval of this application by the Board of Public Works.
- B. In addition, the Shared-Use Motorized Scooter Operator shall be responsible for paying a fee per ride taken on any scooter the Operator has deployed in the City. The City shall invoice the Operator for the total per-ride fee owed on a quarterly basis. The Operator shall remit payment to the City within thirty (30) days of receipt of said invoice.

The amount of the fee shall be fifteen cents (\$0.15) per ride taken. However, the Operator may execute the attached Shared Use Bicycle Agreement and receive a reduced fee of ten cents (\$0.10) per ride.

- C. The initial number of scooters allowed to be deployed under this license is not limited; however, the Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to set and/or lower the number of deployed scooters allowed under this license if the following average rides per day per scooter thresholds are not met in any given calendar month:
  - a. In the months of April through October: 4 rides per day per scooter;
  - b. In the months of November through March: 2 rides per day per scooter.

If the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of scooters allowed under this license.

Furthermore, in the event that repeated parking violations result in an excessive number of impoundments of the Operator's scooters by the City in any calendar month, the City may order a reduction in the number of scooters allowed under this license. The determination of what constitutes an excessive number of impoundments is made at the sole discretion of the City.

The Operator may petition the City for a review of the number of allowed scooters after 30 days have elapsed from the date of an order of reduction.

**12. Summary of Required Attachments**

- A. A GPS or GIS-based map depicting the proposed service area of your scooters.
- B. Color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.
- C. An outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:
  - Dates and hours of each safety campaign to be held during the term of this license;
  - Proposed staffing levels for each campaign;
  - A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
  - The planned method of dissemination for campaign information and materials.
- D. An insurance certificate that is compliant with Section 8 of this Application.
- E. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$10,000).

By signing below, the undersigned certifies that he/she is authorized to execute this application on behalf of the shared-use motorized scooter Operator herein identified, that the information contained herein is true and accurate, and that he/she intends to be bound by the terms and conditions of this application.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

**ATTACHMENT A - SPECIAL EVENT AGREEMENT**

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

The City of Bloomington may, at its sole discretion, designate special event areas in which scooters are temporarily prohibited from being located or operated. The City shall provide the Operator three days' notice of such designation, including a description of the area and the dates/times of the prohibition.

The undersigned shall comply with all such designations. Failure to comply will constitute a violation of BMC 15.58 and shall be subject to penalties as outlined in BMC 15.58.040(g).

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT B - SHARED USE BICYCLE AGREEMENT**

In consideration for a reduction in the amount of the scooter fee per ride taken, the undersigned agrees to the following:

1. The Operator will provide shared use bicycles for public rental within the proposed scooter service area described in Section 6(E) of the Shared-Use Motorized Scooter Operator License Application. At all times, the Operator will deploy a minimum of one bicycle for every five deployed scooters.

2. The Operator shall comply with state law, state regulations, and the requirements of Bloomington Municipal Code § 15.56.070 regarding bicycle rentals, including:

(a) No person may rent a bicycle to another person unless the bicycle is equipped as required by state law.

(b) Any person or business renting or offering a bicycle for rent in this city shall indemnify any person renting such bicycle for fines incurred due to any noncompliance with state equipment requirements. Failure to indemnify renter for any fines incurred is a Class B Traffic Violation subject to the penalty listed in Bloomington Municipal Code § 15.64.010(b).

3. Shared-use bicycles shall be subject to bicycle parking provisions of Bloomington Municipal Code § 15.56.090:

No person shall park a bicycle:

- (1) In a manner as to hinder or obstruct pedestrian traffic or to damage public property in any manner; or
- (2) In any space designed and intended for use by motor vehicles unless such area shall be specifically allocated to bicycle parking by placement of a bicycle rack.

Bicycles parked in violation of this provision shall be subject to impoundment and penalties as set forth in Bloomington Municipal Code § 15.56.090(c) and Bloomington Municipal Code § 15.64.010(d).

4. All notices and information required by Section 10(F) of the Shared-Use Motorized Scooter Operation License Application shall be displayed on every bicycle deployed pursuant to this Agreement.

5. This Attachment is subject to all terms and conditions set forth in the Shared-Use Motorized Scooter Operator License Application, and the term of the Shared Use Bicycle Agreement shall run concurrently with any license issued pursuant to that Application.

6. Bicycles deployed under this Agreement are considered part of the Operator's entire Bloomington fleet, and are subject to the reporting requirements codified at Bloomington Municipal Code § 15.58.110 and any additional data reporting required by the Shared-Use Motorized Scooter Operator License Application.

7. No additional license fee is required for this Shared-Use Bicycle Agreement, and no per ride fee shall be assessed against the Operator.

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Resolution to Uphold Order to Seal More Than 90 Days for structure located at 414 S Walnut St

**Petitioner/Representative:** Housing and Neighborhood Development

**Staff Representative:** Michael Arnold

**Date:** 17 September 2019

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**Report:**

16 August 2019	Received a uReport complaint regarding an unsafe structure
22 August 2019	Drive-by of property
27 August 2019	Sent Order to Seal

Housing and Neighborhood Development received a complaint in the uReport system regarding this property (169918). A drive by inspection found a broken window on the front of the structure. This property had an Order to Seal that was issued 26 October 2016 that expired on 05 November 2018. This new Order to Seal will expire 27 August 2021. The Board is required to uphold this Order.

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**Recommend**  **Approval**  **Denial by:**

27 August 2019

Jeffrey S Jones  
Pendragon Properties  
3929 W Roll Ave  
Bloomington IN 47403

**UNSAFE BUILDING  
ORDER TO SEAL**

RE: Structure(s) located at 414 S Walnut St., Bloomington, Indiana 47401  
Legal description of relevant property: 015-12250-00 Seminary Pt Lots 20 & 21

You are the recorded owner of the aforementioned property ("Property"). A complaint was received and a recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **SEAL THE STRUCTURE(S)** at the above-referenced property within **30** days, to wit: commencing on the date of receipt of this Order to Seal. This Order expires 27 August 2021

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

**Seal all openings to the structure, including but not limited to, the broken window on the front to the structure**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 22 August 2019. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:  
**17.16.060(a)**; and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 17 September 2019**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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

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

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

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

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

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Date

**414 S Walnut St  
22 August 2019**



**17.16.060 Uniform standards for sealing an unsafe building.**

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
  - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
    - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
    - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
    - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
    - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
  - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
    - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
    - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
  - (3) In case of a ground level door the following method of securing shall be used:
    - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and

- (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
  - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. The plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
  - (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
  - (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
    - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
    - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
    - (3) Bolts: no less than three-eighths-inch carriage bolts.
  - (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.
- (Ord. No. 14-23, § 1, 10-29-2014)





## Board of Public Works Staff Report

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**Project/Event:** Resolution to Uphold Order to Seal More Than 90 Days for structure located at 229 W 1<sup>st</sup> St  
**Petitioner/Representative:** Housing and Neighborhood Development  
**Staff Representative:** Michael Arnold  
**Date:** 17 September 2019

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**Report:**

21 August 2019	HAND received a uReport complaint regarding an unsafe structure
22 August 2019	Drive-by of property
29 August 2019	Sent Order to Seal

Housing and Neighborhood Development received a complaint in the uReport system regarding this property (169974). A drive by of the property found unsealed openings. Order to Seal for More Than 90 Days has been sent. This Order is required to be upheld by the Board. This Order expires 23 August 2021.

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**Recommend**  **Approval**  **Denial by:**

23 August 2019

Brownfields IV LLC  
220 E Wylie Rd  
Bloomington IN 47408

**UNSAFE BUILDING  
ORDER TO SEAL**

RE: Structure(s) located at 229 W 1<sup>st</sup> St., Bloomington, Indiana 47403  
Legal description of relevant property: 015-37150-00 Seminary Part Lots 5 & 6

You are the recorded owner of the aforementioned property ("Property"). A complaint was received and a recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED to SEAL THE STRUCTURE(S)** at the above-referenced property within **20** days, to wit: commencing on the date of receipt of this Order to Seal. This Order expires on 23 August 2021.

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

- **Seal the lower level opening(s) in the south wall of the structure (see picture)**
- **Seal all the openings in the NW portion of the structure (see picture). Includes window openings and door opening**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 22 August 2019. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:  
**17.16.060(a); and/or**

- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 17 September 2019**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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

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

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

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

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

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Date

**229 W 1<sup>st</sup> St**  
**22 August 2019**

South Side of Structure



Windows and door on the NW portion of the structure

**17.16.060 Uniform standards for sealing an unsafe building.**

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
  - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
    - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
    - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
    - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
    - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
  - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
    - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
    - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
  - (3) In case of a ground level door the following method of securing shall be used:
    - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and

- (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
  - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. The plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
  - (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
  - (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
    - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
    - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
    - (3) Bolts: no less than three-eighths-inch carriage bolts.
  - (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.
- (Ord. No. 14-23, § 1, 10-29-2014)





## Board of Public Works Staff Report

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**Project/Event:** Request to use Maker Way for 1<sup>st</sup> Annual Fall Foliage Festival

**Staff Representative:** Sean Starowitz

**Petitioner/Representative:** Jordan Davis, The Chocolate Moose

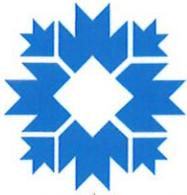
**Date:** September 17, 2019

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**Report:** Jordan Davis, with The Chocolate Moose, in partnership with Upland Brewing Company and The Mill, is requesting to use Maker Way between Madison Avenue and 11<sup>th</sup> Street on Saturday, October 5, 2019 from 9:00 a.m. until midnight on October 6, 2019 for the 1<sup>st</sup> Annual Fall Foliage Festival. The event will run from 12:00 p.m. until to 9:00 p.m. This is a new event for the Trades District and is a celebration of the turning of seasons. There will be family activities, food trucks, beer garden, and live music. Noise Waiver included in Resolution.

Nearby business have been notified of this meeting.

**Recommend**  **Approval**  **Denial** by Sean Starowitz



CITY OF BLOOMINGTON

# 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:	Jordan Davis		
Contact Phone:	317-439-3903	Mobile Phone:	—
Title/Position:	Regional Manager		
Organization:	The Chocolate Moose		
Address:	405 S. Walnut		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	jdavis@moosebtown.com		
Organization E-Mail and URL:	moosebtown.com		
Org Phone No:		Fax No:	

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

Organization Name:	Upland Brewing Company		
Address:	350 W. 11 <sup>th</sup> St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	erin@uplandbeer.com		
Phone Number:	812-336-2337	Mobile Phone:	
Organization Name:	Dimension Mill		
Address:	642 N. Madison St.		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	alison@dimensionmill.org		
Phone Number:	317-965-2155	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	October 5 <sup>th</sup> , 2019. Saturday.	
Time of Event:	Date: 8-5-19 Start: 12pm	Date: 8-5 End: 9pm
Setup/Teardown time Needed	Date: 8-5-19 Start: 9am	Date: 8-6 End: 12am
Calendar Day of Week:	Saturday.	
Description of Event:	1 <sup>st</sup> Annual Bloomington Fall Foliage Festival. A celebration of the turning of seasons including <del>apple bobbing</del> family activities, food trucks, beer garden, and live music.	
List of Street Closures (If applicable)	Maker Way. Madison Ave from Maker Way to 11 <sup>th</sup> St.	
Expected Number of Participants:	500-1000	Expected # of vehicles (Use of Parking Spaces to close): Appx 25 parking spaces.

**4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks***

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input checked="" type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input checked="" type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**5. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input checked="" type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6. CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Detailed Map</li> <li><input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input checked="" type="checkbox"/> Maintenance of Traffic Plan</li> <li><input checked="" type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input checked="" type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input checked="" type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

**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>.**

## Waste and Recycling Management Plan Template

Event name: Fall Foliage Festival  
 Number of expected attendees: 500-100  
 Number of food vendors: 10-15  
 Number of other vendors: 5-10

**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. *Kiehl Carlquist, Employed by Chocolate Moose*

**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. *Attached*

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

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

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*All*

\*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. *Collected by paid staff and taken to dumpster.*

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. *Trained, paid staff*

**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. *60 gallon drums + bags.*

**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.

*Listed above.*

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Fall Foliage Festival.

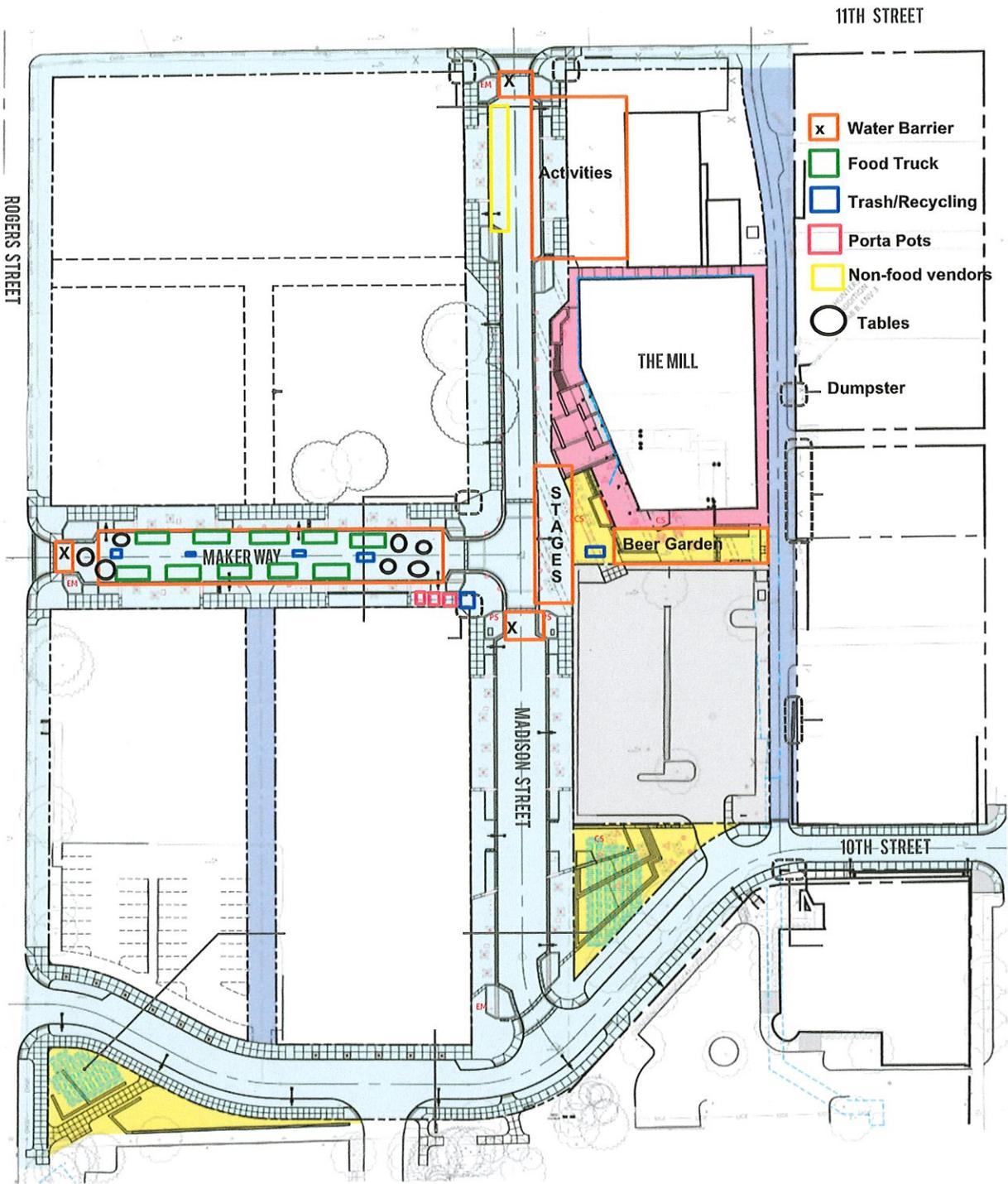
The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Fall Foliage Festival will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:  
DATE:



**PROPERTY CONTROL**

- PUBLIC RIGHT-OF-WAY
- PUBLIC RIGHT-OF-WAY ALLEY
- THE MILL PARCEL
- FUTURE COMMON AREA
- PRIVATE PROPERTY

**FURNISHINGS**

- POWER STATION
- CHARGING STATION
- SECURITY BOLLARD
- ENTRY MARKER
- PLANTER POT
- BIKE RACKS
- PAVERGRATE
- TREEGRATE
- LIGHT POLE WITH BANNER
- LIGHT POLE
- TRASH & RECYCLING RECEPTACLES
- TABLE & CHAIRS WITH UMBRELLA
- CAFE TABLE & CHAIRS
- BENCH



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-92**

**BLOOMINGTON FALL FOLIAGE FESTIVAL**

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

WHEREAS, Jordan Davis with The Chocolate Moose, has requested use of city streets to conduct a street event; and

WHEREAS, Jordan Davis with The Chocolate Moose has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that a portion of the following City Street may be utilized to conduct the 1<sup>st</sup> Annual Bloomington Fall Foliage Festival event between the hours of 9 a.m. on Saturday, October 5th, 2019 until midnight, Sunday October 6th, 2019; Maker Way between Madison Avenue to 11<sup>th</sup> Street.
2. The street closure outlined above is for the purposes of allowing Jordan Davis with The Chocolate Moose to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, October 5th, 2019.
3. Jordan Davis with The Chocolate Moose 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. Jordan Davis with The Chocolate Moose shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Jordan Davis, The Chocolate Moose shall obtain, and place at Jordan Davis, The Chocolate Moose's 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. Jordan Davis, The Chocolate Moose agrees to close the streets not before 9 a.m. on Saturday, October 5th, 2019 and to remove barricades and signage by midnight on Sunday, October 6th, 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 3 p.m. on the day of the event.
6. Jordan Davis with The Chocolate Moose will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and

removing any signs posted as part of the event. Cleanup shall be completed by midnight. on Saturday, October 5th, 2019.

7. Jordan Davis with The Chocolate Moose 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.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, The Chocolate Moose, 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.
9. \_\_\_\_\_, 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 17<sup>th</sup> DAY OF SEPTEMBER, 2019.

**BOARD OF PUBLIC WORKS:**

**JORDAN DAVIS  
THE CHOCOLATE MOOSE**

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Position



## Board of Public Works Staff Report

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**Project/Event:** Switchyard Brewing Company 1<sup>st</sup> Annual Fall Hootenanny Music Festival

**Petitioner/Representative:** Kurtis Cummings – Switchyard Brewing Company

**Staff Representative:** Melissa Hirtzel

**Meeting Date:** September 17, 2019

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Friday, October 4, 2019, Switchyard Brewing Company will be hosting their 1<sup>st</sup> Annual Fall Hootenanny Music Festival.

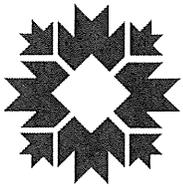
Organizers are requesting the closure of West 9<sup>th</sup> Street from the alley behind Bloomington Playwrights/Switchyard Brewing Company to North Walnut Street beginning at 12:00 p.m. on Friday, October 4, 2019, for set up and until 1:00 a.m. on Saturday, Oct 5, 2019 which will allow for clean up after the event. The Block party will celebrate Switchyard Brewing Company's 1<sup>st</sup> Annual Fall Hootenanny Music Festival and include neighbor businesses. The street party will include live entertainment, non-profit and local business booths, and food trucks.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.

---

**Recommend**  **Approval**  **Denial by** Melissa Hirtzel



CITY OF BLOOMINGTON

# 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

*Sept 17th*  
*PW will do*

## 1. Applicant Information

Contact Name:	Kurtis Cummings		
Contact Phone:	812-287-8295	Mobile Phone:	812-606-9312
Title/Position:	Owner		
Organization:	Switchyard Brewing Company		
Address:	419 N Walnut St.		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	kurtis@switchyardbrewing.com		
Organization E-Mail and URL:	www.switchyardbrewing.com		
Org Phone No:	812-287-8295	Fax No:	n/a

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

Organization Name:	Bloomington Playwright's Project – Brad Schiesser		
Address:	107 W 9 <sup>th</sup> St		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	bppwrite@newplays.org		
Phone Number:	8123341188	Mobile Phone:	574-261-0580
	We will be using their bathrooms, guests can tour and learn more		
Organization Name:	Master Rental – Deron Levin		
Address:	2002 W 3rd St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	deron@masterrental.com		
Phone Number:	812-330-0600	Mobile Phone:	317-402-7299
Organization Name:	Pilis Party Taco - Armando		
Address:			
City, State, Zip:			
E-Mail Address:	PilisPartyTaco@hotmail.com		
Phone Number:		Mobile Phone:	812-272-2776

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday 4 October 2019	
Time of Event:	Date: 10/4/19   Start: 6:00PM   Date: 10/6/19	End: 11:45PM
Setup/Teardown time Needed	Date: 10/4/19   Start: 12:00PM   Date: 10/5/19	End: 1:00AM
Calendar Day of Week:	Friday/Saturday	
Description of Event:	Fall Hootenanny Music Festival including beer tents, live entertainment, non-profit and local business booths, and food trucks.	
List of Street Closures (If applicable)	9 <sup>th</sup> St between Alley behind Bloomington Playrights / Switchyard Brewing and North Walnut St.	
Expected Number of Participants:	1000	Expected # of vehicles (Use of Parking Spaces to close): NO parking spaces need to be closed

**4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks***

**NOT APPLICABLE FOR THIS EVENT**

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**5. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**6.  
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

**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		

## **NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Switchyard Brewing Company's One Year Anniversary Block Party.

The Board of Public Works meeting to hear this request will be SEPTEMBER 17, 2019. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Switchyard Brewing Company's Fall Hootenanny Music Festival including beer tents, live entertainment, non-profit and local business booths, and food trucks. will be on file and may be examined in the Public Works office on the Friday (September 13, 2019) prior to the Tuesday (September 17, 2019) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER: SWITCHYARD BREWING COMPANY  
DATE: WEDNESDAY, AUGUST 21, 2019





**Danell Witmer** <[dwitmer@bigsindiana.org](mailto:dwitmer@bigsindiana.org)>

to me, Tyler, Bigs ▾

8:34 AM (1 hour ago)



To Whom It May Concern,

I am writing you this letter of support on behalf of Big Brothers Big Sisters of South Central Indiana for Switchyard Brewing Company's request for a Special Event Public Right of Way for their Harvest Hootenanny Music Festival Block Party on October 4, 2019. As you are aware, they had a similar event on May 31, 2019 in the same location. This was a family friendly event that brought a wonderful group of our community together to be entertained and enjoy food and beverage. This also allowed our agency to be highlighted, which resulted in numerous volunteers wanting to learn more about our agency, and wanting to become more involved both financially and in terms of being a Big Brother or Big Sister. We had a more than usual turn out of men offering to volunteer, which is where our largest need is, as we have a proportionately larger group of young males on our waiting list as compared to young females. In addition, both Switchyard and the Chocolate Moose donated a part of their proceeds that evening to benefit our agency. Opportunities like these allow us to showcase how important our agency is to the youth in our community as mentoring has shown to be a deterrent for children using drugs and alcohol, have better relationships with peers and adults, improve their self-confidence, and achieve higher scholastic competency.

Thank you for your consideration of this event on October 4, 2019. Please contact me with any questions at all.

Sincerely,

Danell Witmer

**Danell Witmer**

Executive Director

**Big Brothers Big Sisters of South Central Indiana**

[dwitmer@bigsindiana.org](mailto:dwitmer@bigsindiana.org)

Office: 812.929.2748

P.O. Box 2534 · 501 N. Walnut Street, Bloomington, IN 47404



**Igniting Potential™**

Donate or volunteer at [www.bigsindiana.org](http://www.bigsindiana.org)

**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-93**

**SWITCHYARD 1<sup>ST</sup> ANNUAL FALL HOOTENANNY MUSIC FESTIVAL**

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

WHEREAS, the Switchyard Brewing Company is organizing the Switchyard 1<sup>st</sup> Annual Fall Hootenanny Music Festival, to take place on Friday, October 4, 2019; and

WHEREAS, the Switchyard Brewing Company has requested that the Board of Public Works allow them to close West 9<sup>th</sup> Street to vehicular traffic between the alley behind Bloomington Playwrights/Switchyard Brewing to North Walnut Street during the Block Party; and

WHEREAS, Switchyard Brewing Company has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Switchyard Brewing Company may close West 9<sup>th</sup> Street between alley behind Bloomington Playwrights/Switchyard Brewing to North Walnut Street to vehicular traffic and parking from 12:00 p.m. Friday, Oct 4, 2019 until 1:00 a.m. on Saturday, Oct 5, 2019 for the purpose of staging a block party for the general public.
3. Switchyard Brewing Company 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. Switchyard Brewing Company shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Planning and Transportation Department.
5. Switchyard Brewing Company 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. Switchyard Brewing Company agrees no closure shall occur before 12:00 p.m. on Friday, Oct 4, 2019, and remove barricades by 1:00 a.m. on Saturday, Oct 5, 2019.

6. The City of Bloomington will provide and set up jersey style water filled barricades not before 12:00 p.m. on Oct 4, 2019. Jersey style water filled barricades will be removed as part of clean-up.
7. Switchyard Brewing Company will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City 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 6:00 p.m. and 10:00 p.m. on Friday, Oct 4, 2019.
9. Switchyard Brewing Company shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Switchyard Brewing Company shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, Switchyard Brewing Company, 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.
12. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 17<sup>th</sup> DAY OF SEPTEMBER, 2019.

BOARD OF PUBLIC WORKS:

SWITCHYARD BREWING COMPANY:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name, Title

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

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

---

**Project/Event:** Change Order #6 for the Tapp Road and Rockport Road Intersection Improvement Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** September 17, 2019

---

Change Order #6 consist of modifications to the contract.

Change Order #6 is for adjustments to the contract amount due to overruns and underruns on the contract quantities. Change Order #6 will deduct \$45,411.49 from the contract amount. If the Change Order is approved, the new contract amount will be \$2,530,850.19.

This project is partially funded with federal funds with an 80/20 split. The local portion is funded from the Consolidated TIF.

Staff has reviewed the proposed change order and recommends approval of Change Order #6 for the Tapp Road and Rockport Road Intersection Improvement Project.

**Recommend**  **Approval**  **Denial by** **Matt Smethurst**

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

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -36022

AE:Wren, Rachel

Letting Date:03/14/2018

PE/S:Lenglade, Jon

Status:Pending

**Change Order Information**

Date Generated: 08/27/2019

Change Order No.: 006

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Overrun/Underrun change order

Original Contract Amount \$ 2,539,951.70

Current Change Order Amount \$ -45,411.49

Percent: -1.788 %

Total Previous Approved Changes \$ 36,309.98

Percent: 1.430 %

Total Change To-Date \$ -9,101.51

Percent: -0.358 %

Modified Contract Amount \$ 2,530,850.19

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ DDCM: \_\_\_\_\_

SS Days \_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

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

**Review and Approval Information**

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

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

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

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

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

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

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

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

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No: R -36022  
Change Order No: 006

INDIANA  
Department of Transportation

Date: 09/03/2019  
Page: 3

Contract: R -36022  
Project: 0901730 - State: 0901730  
Change Order Nbr: 006  
Change Order Description: Overrun/Underrun change order  
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0021	0901730	0021	207-09934	SYS	7.500	-3317.660	C	Amount:\$ -24,882.45
<b>Item Description:</b> SUBGRADE TREATMENT, TYPE IB Supplemental Description1: Supplemental Description2:								
0022	0901730	0022	207-09935	SYS	17.000	2932.440	C	Amount:\$ 49,851.48
<b>Item Description:</b> SUBGRADE TREATMENT, TYPE IC Supplemental Description1: Supplemental Description2:								
0023	0901730	0023	211-02050	CYS	25.000	-2097.170	C	Amount:\$ -52,429.25
<b>Item Description:</b> B BORROW Supplemental Description1: Supplemental Description2:								
0024	0901730	0024	211-09264	CYS	47.000	-1003.910	C	Amount:\$ -47,183.77
<b>Item Description:</b> STRUCTURE BACKFILL, TYPE 1 Supplemental Description1: Supplemental Description2:								
0028	0901730	0028	301-12234	CYS	50.000	584.650	C	Amount:\$ 29,232.50
<b>Item Description:</b> COMPACTED AGGREGATE NO 53 Supplemental Description1: Supplemental Description2:								

Total Value for Change Order 006 = \$ -45,411.49

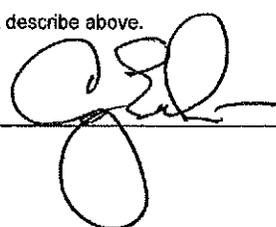
Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.  
General or Standard Change Order Explanation

Thus change order is for items that overran or underran by \$20,000.00 or more. Explanation of overrun or underrun is below: Item 21 Subgrade Treatment 1B underran because the planned 1B area was reduced because rock was encountered while excavating for subgrade elevation. Item 22 Subgrade Treatment 1C overrun because the area that had the 1B subgrade called out for it was changed to subgrade treatment 1C where the rock was encountered and thus could not be chemically stabilized. Item 23 B Borrow There was 2, 258 cys of undistributed b borrow in the contract. Only approximately 161 cys of the undistributed quantity was used. Item 24 Structure Backfill Type 1 A lot of the storm sewer was installed in fill areas before the fill was placed. The structure backfill quantity was designed with the backfill being placed after the fill was placed this caused an underrun. All structure backfill was calculated using INDOT'S structure backfill calculation template. Item 28 Compacted Aggregate # 53 Stone overrun because this item was used to pay for the stone in the areas throughout the project that had to be undercut because of bad subgrade. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor: CRIDER AND CRIDER

Signed By: 

Date: 9/3/19

Contract No:R -36022  
Change Order No:006

INDIANA  
Department of Transportation

Date:09/03/2019  
Page: 4

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

Contract No:R -36022  
Change Order No:006

INDIANA  
Department of Transportation

Date:09/03/2019  
Page: 5

\*\*\*\*\*  
APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*  
SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Lenglade, Jon	00/00/0000	Action Pending



## Board of Public Works Staff Report

---

**Project/Event:** Change Order #2 for the West 17<sup>th</sup> Street Reconstruction Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** September 17, 2019

---

Change Order #2 consists of changes made for additional tree removal and rock excavation. Thirty-four (34) additional trees have been removed from the project, and 919 additional cubic yards of rock have been excavated from the project.

The original contract amount for the project was \$3,026,526.18. Change Order #2 would result in an increase to the contract of \$122,354.20. The new contract sum including Change Order #2 would be \$3,152,970.38.

This project is TIF funded. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant.

Staff has reviewed the proposed change order and recommends approval of Change Order #2 for the West 17<sup>th</sup> Street Reconstruction Project.

**Recommend**    **Approval**    **Denial** by **Matt Smethurst**

# CHANGE ORDER



Project Name:  
West 17th Street Reconstruction

Change Order Number: 2  
Date of Change Order: Wednesday, September 11, 2019

Requested By:  
 Owner  
 Engineer  
 Contractor  
 Field  
 Other

Contractor:  
Reed and Sons Construction, Inc.  
299 Moorman Road  
Bloomington, Indiana 47403

Engineer's Project #:  
NTP Date: Monday, April 01, 2019  
Allowable Calendar Days: 215 (includes holiday's)  
Original Completion Date: Friday, November 08, 2019

**The Contract is changed as follows:**

*(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)*

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Rock Excavation	919.16	\$120.00 / CYD	\$110,299.20
2	Tree Removal	34	/ LS	\$12,055.00
3			/	
4			/	
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	\$3,026,526.18
The net change by previously authorized Change Orders:	\$4,090.00
The Contract Sum prior to this Change Order was:	\$3,030,616.18
The Contract Sum will be changed by this Change Order in the amount of:	\$122,354.20

The new Contract Sum including this Change Order will be:	\$3,152,970.38
The Contract Time will be changed by:	0 days

The date of Substantial Completion as of the date of this Change Order therefore is: Friday, November 08, 2019

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

Planning and Transportation  
Transportation & Traffic Engineer

401 North Morton Street  
ADDRESS

Neil Kopper  
TYPED / PRINTED NAME

\_\_\_\_\_  
SIGNATURE

Reed and Sons Construction, Inc.  
CONTRACTOR

299 Moorman Road  
Bloomington, Indiana  
ADDRESS

\_\_\_\_\_  
TYPED / PRINTED NAME

\_\_\_\_\_  
SIGNATURE

Board of Public Works  
OWNER

401 North Morton Street  
ADDRESS

Kyla Cox Deckard  
TYPED / PRINTED NAME

\_\_\_\_\_  
SIGNATURE

**Reed & Sons Construction, Inc.**

**CHANGE ORDER  
REQUEST**

299 W. Moorman Road  
Bloomington, IN 47403

Phone: 812-824-9237  
Fax: 812-824-6616

**No. 2**

**TITLE:** Change Order Request: Tree Removal

**DATE:** 08/15/2019

**PROJECT:** City of Bloomington - Planning  
City of Bloomington - Planning & Trans.

**TO:** Attn: Matt  
City of Bloomington  
PO Box 100  
Bloomington, IN 47402

**DESCRIPTION**

Please see attached documentation for the change order request for tree removal. If you need anything else or have any other questions feel free to reach out to myself or Tom Smith.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Tree Removal of 33 trees and additional clearing		1.000	LS	8,485.00	8,485.00
<b>Item Total:</b>						<b>\$8,485.00</b>
<b>Total:</b>						<b>\$0.00</b>
<b>Total:</b>						<b>\$8,485.00</b>

**APPROVAL**

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

**By:** Sandra Reed

**Date:** \_\_\_\_\_

**Date:** 8-15-19

# CHANGE PROPOSAL

Reed and Sons Construction, Inc  
 299 Moorman Road\*Bloomington, IN 47403  
 812-824-9237

PROPOSAL SUBMITTED TO:	PHONE:	Fax:	DATE:
City of Bloomington_P&T Dept			August 15, 2019
C/O: Address	<b>Matt Smethurst (owner rep)</b>	RESIDENT REPRESENTATIVE	Tom Mobley(BLN)
401 N Morton St	Job Name: West 17th St Reconstruction Project		
CITY, STATE & ZIP CODE	LOCATION		
Bloomington, IN	Monroe Cty		
ARCHITECT:	DATE OF PLANS	PLAN # / SHEETS	
		site visit	

## Request for Change in Scope of Work

Upon staking of ROW and layout of proposed relocation of force main it was discovered that an unforeseen area of trees not indicated on the original tree removal plan needed to be removed for proposed construction of force main.

A survey of additional trees was noted in the field with City representatives and Jeff Ellington Tree Removal present.

Attached is a copy of original field survey and estimate. Note 3 additional trees where removed that where in conflict with ROW features after removing other trees revealed layout points.

1	DESCRIPTION	Unit Price	Qty	UNIT	SUBTOTAL
2	Jeff Ellington Tree Services for removal of 33 trees including remobilization. Additional clearing				
3	and disposal of ROW by Reed and Sons Forces		1	LS	\$ 8,485.00
4					
5					
6					
7					
8	<b>Requested change to original contract</b>			<b>\$</b>	<b>8,485.00</b>

All other work not specified above can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

## CHANGE PROPOSAL

Reed and Sons Construction, Inc  
 299 Moorman Road\*Bloomington, IN 47403  
 812-824-9237

Item Description	Unit Price (\$)	Unit Measure
Included with item		
3 man Crew- billed in 4 hour increments after 1st 8hrs Svc truck including basic pwr tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 265.00	hour
Dump truck / tag trailer	\$ 125.00	hour
additional charges for Labor not provided by owner- Burden plus 25%	Labor Burden	125.00%
additional charges for Materials not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Equipment not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Professional Services or Subcontractors not provided by owner- Invoice plus 5%	Invoice	110.00%

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, or remobilizing due to delays beyond our control.

**STANDARD CONDITIONS:** All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

SUBMITTED BY:

Thomas J Smith

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

**ACCEPTANCE OF PROPOSAL:** The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

ACCEPTED BY:

EIN / SS #:

DATED:

# Proposal

Reed and Sons Construction, Inc  
 299 Moorman Road\*Bloomington, IN 47403  
 812-824-9237

<b>Summary Breakdown</b>			
<b>Item #</b>	<b>Description</b>	<b>Cost</b>	<b>Extended Cost</b>
L-1	Reed-Labor	\$ 592.00	
L-2	Plus 10% Markup on Labor	\$ 59.20	
L-T	Reed-Labor; subtotal	\$ 651.20	\$ 651.20
E-1	Reed-Equipment	\$ 440.00	
E-2	Plus 10% Markup on Equipment	\$ 44.00	
E-T	Reed-Equipment; subtotal	\$ 484.00	\$ 484.00
M-1	Reed-Material	\$ 300.00	
M-2	Plus 10% Markup on Material	\$ 30.00	
M-T	Reed-Equipment & Material; subtotal	\$ 330.00	\$ 330.00
Sub-1	Subcontractor/ professional Services	\$ 6,685.00	
Sub-2	Plus 5% Markup on Subcontractors	\$ 334.25	
Sub-T	Reed-Subcontractor; subtotal	\$ 7,019.25	\$ 7,019.25
		Subtotal	\$ 8,484.45
1	Material Sales tax	0%	\$ -
2	1.5% Bond	0.00%	
3	Common administrative rounding		\$ 0.55
<b>ADD</b>	<b>Total Estimated</b>		<b>\$ 8,485.00</b>

**Proposal**  
**Reed and Sons Construction, Inc**  
 299 Moorman Road\*Bloomington, IN 47403  
 812-824-9237

Item	Description	Labor			Equipment			Material			Sub-contractor		
		Hours	Rate	Subtotal	Qty	Unit Rate	Subtotal	Qty	Unit Rate	Subtotal	Qty	Unit Rate	Subtotal
1	Reed Labor and Equipment												
2	Service Truck/ pwr tools												
3	Common Laborer	4	\$ 46.00	\$ 184.00	4	\$ 10.00	\$ 40.00						
4	Operating Engineer w/ Equipment	4	\$ 62.00	\$ 248.00	4	\$ 50.00	\$ 200.00						
5	Triaxle Dump Truck				2	\$ 100.00	\$ 200.00						
6													
7	Reed Materials												
8	Green Waste Disposal Fee							2	\$ 150.00	\$ 300.00			
9													
10													
11													
12													
13													
14													
15	Subcontractor/Professional												
16	Ellington tree services												
17	Per Invoice												
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29	Total Man-Hours	8											
30	Supervision_1hr per 8 Mhrs	1	\$ 75.00	\$ 75.00									
31	Permit/ tag trailer												
32	Delivery / Lowboy												
33	Project Management	1	\$ 85.00	\$ 85.00									
34	As-Builts	0	\$ 150.00	\$ -									
35				\$ 592.00			\$ 440.00			\$ 300.00			\$ 6,685.00

from



# Invoice

J.R. ELLINGTON  
**TREE EXPERT CO.**

680 W. That Road • Bloomington, IN 47403

812-332-5882

Licensed and Certified by Indiana State Chemist

Invoice No. 07/51901  
Sheet No.

Date 7-15-19

Proposal Submitted To	Work To Be Performed At
Name <u>Reed &amp; Son</u>	Name <u>17th St.</u>
Street <u>299 Marman Rd</u>	Street _____
City <u>Blain</u> State <u>IN 47403</u>	City <u>Bloomington</u> State _____
Telephone Number <u>812-824-9237</u>	Telephone Number _____

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Black Cherry 4"	15 x #175 -	} #1500
Silver Maple 6" 6" 10" 10" 23"	13 x #195 -	
Talip 15"	# 1200 -	
Ash 11" 4" 7"	# 200 -	
Catalpa 9"		
Elm 7-8 - 11 - 13 - 5		
Box Elder 13 - 13 - 11 - 5 - 6 - 11 - 12 - 8 - 8 - 4 - 8		
Mult. Stem Box Elder 16"		
Mulberry 8"		
Hickory 11"		

30 Total

Mobilization \$1600

3 Extra

→ 3 x #175<sup>00</sup> = \$525<sup>00</sup>

Please pay from this invoice. Total \$6,685<sup>00</sup>  
No statement will be sent.  
**THANK YOU FOR YOUR BUSINESS.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
with payments to be made as follows: \$ \_\_\_\_\_ Deposit, Balance \$ \_\_\_\_\_ Due Upon Completion.

Any alteration or deviation from above specifications involving extra work, will become an extra charge over and above the estimate. Insurance on above work to be taken out by J.R. Ellington Tree Experts



Respectfully submitted

All work to be completed in 60 days subject to weather, accidents or delays beyond our control.



Note - This proposal may be withdrawn by us if not accepted within 60 days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. Upon default of payment partial or full, a lien will be place on the property.

Accepted/Date \_\_\_\_\_ Signature \_\_\_\_\_

After 30 days, a 1-1/2% service charge per month will be assessed to the account.

BLACK CHERRY - (4")

30 Trees

SILVER MAPLE - (6) (6) 10" 10" 23"

TULIP - 15"

ASH 11", (4) (7)

CATAWA - 9"

ELM - (7) (8) 11" 13" (5)

BOX ELDER - 13" 13" 10" (6) (6) 11" 12" (8) (8) (4) (8)

MULTI STEM BOX ELDER 16"

MULBERRY (8)

HECKORY 11"

175	195	1200	200
<u>15</u>	<u>x 13</u>	<u>        </u>	<u>        </u>
2625	2535	1200	200

4560

Mobilization 1600  
\$ 6160 @

**Reed and Sons Construction, Inc.**

**CHANGE ORDER  
REQUEST**

299 Moorman Road  
Bloomington, IN 47403

Phone: (812) 824-9237  
Fax: (812) 824-6616

**No. 3**

**TITLE:** Change Order Request

**DATE:** 09/06/2019

**PROJECT:** City of Bloomington - Planning  
City of Bloomington - Planning & Trans.

**TO:** Attn:  
City of Bloomington  
PO Box 100  
Bloomington, IN 47402

**DESCRIPTION**

Additional Tree Removal: 1 @ \$3,570

Extra Rock Removal 7-3 to 8-31-19:

For the Cut Out:  
25x3x50 = 138.88  
25x5x50 = 231.48  
25x3x50 = 138.88  
25x4x50 = 185.18

For the 24" pipe  
4x7x50 = 51.85  
4x7x50 = 51.85  
4x7x50 = 51.85  
4x7x50 = 51.85  
4x5x50 = 37.03

For the Force Main / Footer  
25x2x2 = 3.7  
10x1.5x1 = .55

For Strs: 54, 87-88  
7x7x4 = 7.25  
5x5x5 = 4.62  
5x5x3 = 2.77

For Beginning of Ret. Wall  
100x12x2 = 88.88

Fiber Box Wall 1  
5x5x2.5 = 2.31

**APPROVAL**

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

**By:** 

**Date:** 09/05/2019

**Date:** 9-6-19

**Reed and Sons Construction, Inc.**

**CHANGE ORDER  
REQUEST**

299 Moorman Road  
Bloomington, IN 47403

Phone: (812) 824-9237  
Fax: (812) 824-6616

**No. 3**

**TITLE:** Change Order Request

**DATE:** 09/06/2019

**PROJECT:** City of Bloomington - Planning  
City of Bloomington - Planning & Trans.

**TO:** Attn:  
City of Bloomington  
PO Box 100  
Bloomington, IN 47402

Fiber Box Between Walls 1-2  
5x5x2 = 1.85

Total is 1,050.78  
We had 131.62 left on line item number 16 to bill.  
So the overage amount is 919.16

\*\* At this time we would also like to ask for additional days to our contract:  
For the total of 105 days \*\* see attached breakdown \*\*

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Tree Removal		1.000	LS	3,570.00	3,570.00
2		Additional Rock Removal		919.160	CY	120.00	110,299.20
						<b>Item Total:</b>	\$113,869.20
						<b>Total:</b>	\$0.00
						<b>Total:</b>	\$113,869.20

**APPROVAL**

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

**By:** RSK \_\_\_\_\_

**Date:** 09/05/2019

**Date:** \_\_\_\_\_

# CHANGE PROPOSAL

Reed and Sons Construction, Inc.  
 299 Moorman Road\*Bloomington, IN 47403  
 812-824-9237

PROPOSAL SUBMITTED TO:	PHONE:	Fax:	DATE:
City of Bloomington_P&T Dept			August 31, 2019
C/O: Address	RESIDENT REPRESENTATIVE		
Matt Smethurst (owner rep)	Tom Mobley(BLN)		
401 N Morton St	Job Name: West 17th St Reconstruction Project		
CITY, STATE & ZIP CODE	LOCATION		
Bloomington, IN	Monroe Cty		
ARCHITECT:	DATE OF PLANS	PLAN # / SHEETS	
		site visit	

## Request for Change in Scope of Work

Due to unforeseen conditions in job scope and work Reed and Sons Construction, Inc. would request additional time to complete project.

It is Reed and Sons intention to complete as much hardscape as reasonably feasible given the current conditions and delays by others responsible, it is anticipated with the additional scope of work and delay in others utilities that this is not likely to have 100% of asphalt and concrete completed this season. Due to unforeseen conflicts and request for additional time it may be necessary to suspend asphalt and concrete activities to the spring season.

1	DESCRIPTION	quantity
2	Utility Relocates by others to be completed by June 1st not completed until July 31st_Could not start walls or have multiple crews working to keep schedule.	8 weeks (56 actual days)
3	Remove additional trees unforeseen or not shown on tree removal plan.	2 weeks (14 actual days)
4	Due to unforeseen and un reliable geotechnical data; additional Rock breaking and removal has been encountered, causing additional time to remove.	5 weeks (35 actual days)
5	Request to Suspend work time per INDOT Winter work for hardscapes not completed this season to next season if necessary.	(TBD) if needed
6		
7		
8	<b>Requested change to original contract_ Total time added is</b>	<b>105 days</b>

## CHANGE PROPOSAL

Reed and Sons Construction, Inc.  
 299 Moorman Road\*Bloomington, IN 47403  
 812-824-9237

All other work not specified above can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

Item Description	Unit Price (\$)	Unit Measure
Included with item		
3 man Crew- billed in 4 hour increments after 1st 8hrs Svc truck including basic pwr tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 265.00	hour
Dump truck / tag trailer	\$ 125.00	hour
additional charges for Labor not provided by owner- Burden plus 25%	Labor Burden	125.00%
additional charges for Materials not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Equipment not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Professional Services or Subcontractors not provided by owner- Invoice plus 5%	Invoice	110.00%

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, Layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, or remobilizing due to delays beyond our control.

**STANDARD CONDITIONS:** All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

SUBMITTED BY:

Thomas J Smith

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

**ACCEPTANCE OF PROPOSAL:** The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

ACCEPTED BY:

EIN / SS #:

DATED:

from



# Invoice / Proposal

J.R. ELLINGTON  
**TREE EXPERT CO.**  
680 W. That Road • Bloomington, IN 47403  
812-332-5882  
Licensed and Certified by Indiana State Chemist

Invoice No.

Sheet No.

Date 8-26-19

### Proposal Submitted To

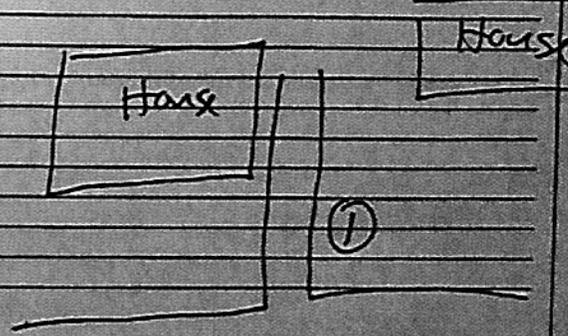
### Work To Be Performed At

Name Reed & Son Construction  
Street \_\_\_\_\_  
City Bloom State IN  
Telephone Number \_\_\_\_\_

Name City of Bloomington  
Street West 17th St  
City Bloom State IN  
Telephone Number 1312 W. 17th St

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

① 1/2 Dead Tree - Removal - clean-up  
grind stump @ 3400.00



All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$ \_\_\_\_\_).

with payments to be made as follows: \$ \_\_\_\_\_ Deposit, Balance \$ \_\_\_\_\_ Due Upon Completion.

Any alteration or deviation from above specifications involving extra work, will become an extra charge over and above the estimate. Insurance on above work to be taken out by

J.R. Ellington Tree Experts

Respectfully submitted



All work to be completed in 60 days subject to weather, accidents or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within 60 days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. Upon default of payment partial or full, a lien will be place on the property.

Accepted/Date \_\_\_\_\_ Signature \_\_\_\_\_

After 30 days, a 1-1/2% service charge per month will be assessed to the account.

[www.jrellingtontreeexperts.com](http://www.jrellingtontreeexperts.com)



# Board of Public Works Staff Report

**Project/Event:** W. Howe & E. University Streets Sidewalk Replacement Projects

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Michael Large, Public Works Administration

**Meeting Date:** September 17, 2019

This project is to facilitate the reimplementation of the Sidewalk Repair Assistance Program also known as the 50/50 program. Project participants partner with the City to pay half of the costs for labor and material to complete repairs of the sidewalk adjacent to their property. The projects include the identification of missing or failing segments of sidewalk infrastructure, rated as poor, in areas of the City located within Community Development Block Grant zones as determined by the Department of Housing and Urban Development. This project provides financial assistance to owner occupied residents to assist in the removal and replacement of broken or missing portions of the sidewalk infrastructure. This project will improve the overall connectivity and walkability of the City.

The contractor was selected from the open market, because no response was received from the request for quotes issued for this project. With a do not exceed amount of Forty-Five Thousand dollars for both projects, staff recommends the Board's approval of this agreement.

Michael Large, Public Works Administration



















# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

Brad Gilliland Excavating Inc.

FOR

**West Howe Street and East University Street Sidewalk Replacement Project**

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for replacement of damaged sidewalks on West Howe Street, (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 selected from the open market because no quotes were received in response to the City's request for quotes 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 Forty-Five Thousand Dollars (\$45,000). 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 there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

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

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

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

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

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	Brad Gilliland Excavating Inc.
Attn: Michael Large, Public Works Admin	Attn: Brad Gilliland, President
P.O. Box 100 Suite 120	2825 E. Mel Currie Rd.
Bloomington, Indiana 47402	Bloomington, IN 47408-9306

**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: September 17, 2019

City of Bloomington  
Bloomington Board of Public Works

Brad Gilliland Excavating Inc.

BY:

BY:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed

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

\_\_\_\_\_  
Title

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

## **ATTACHMENT 'A'**

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

#### **West Howe Street and East University Street Sidewalk Replacement Project**

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

1. Removal of damaged sidewalk panels identified by staff.
2. Dirt work to prepare area for reinstallation of approved sidewalk panels.
3. Installation of compliant forms in preparation for sidewalk installation.
4. Installation of concrete panels.
5. Finishing of concrete panels including installation of expansion joints.
6. Removal of forms and all other construction material including excess concrete material.
7. Job site cleanup ensuring properties are free of excess dirt and concrete material.



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**.

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

\_\_\_\_\_  
Commission Number

**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

\_\_\_\_\_  
Commission Number

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and \_\_\_\_\_, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

satisfactory to Escrow Agent.

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

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

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

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

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

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

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

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

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

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

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

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

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

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

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

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have

against the other arising out of the aforementioned Construction Agreement.

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

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

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

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

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

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

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

If to Owner:

City of Bloomington Board of Public Works  
401 N. Morton Street, Suite 120  
Bloomington IN 47404  
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.  
Bloomington, IN 47404  
Attn: Cindy Kinnarney

**If to Contractor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Attn: \_\_\_\_\_

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

**OWNER:**

City of Bloomington, Board of Public Works

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

Kyla Cox Deckard, President

**CONTRACTOR:**

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

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

Title: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

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

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

Title: \_\_\_\_\_

**AUTHORIZATION TO RELEASE ESCROW FUNDS**

(Date)

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

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: \_\_\_\_\_  
Account Holder/Contractor: \_\_\_\_\_  
Primary Account Number: \_\_\_\_\_

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

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

Reviewed and Approved By:

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

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

\_\_\_\_\_  
Adam Wason, Director  
Public Works Department

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Escrow Agent  
First Financial Bank

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

\_\_\_\_\_  
Printed Name and Title



## Board of Public Works Staff Report

**Project/Event:** Replacement of remaining original water sourced heat pumps at City Hall

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

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

**Meeting Date:** 9/17/19

This contract is to replace the remaining original water sourced heat pumps on the first floor of City Hall. A sole source purchase was approved by the Controller. A sole source purchase was requested because HFI had already replaced the majority of heat pumps at City Hall, and currently services, all HVAC equipment there. This will allow us to deal with one vendor for service and warranty work on the equipment this facility.

Staff recommends approval of the contract with HFI to replace the remaining heat pumps in City Hall. The contract amount will be \$75,025.00.

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

HARRELL FISH, INC.

FOR

## REPLACEMENT OF REMAINING ORIGINAL WATER SOURCED HEAT PUMPS 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 Harrell Fish, Inc., (hereinafter CONTRACTOR);

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of remaining original water sourced heat pumps 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 120 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 Seventy-Five Thousand, Twenty-Five Dollars (\$75,025.00). 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 there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

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

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.

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

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

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 Department	Harrell-Fish, Inc.
Attn: J. D. Boruff, Operations & Facilities Director	Attn: Aaron Wagoner, Account Manager
P.O. Box 100 Suite 120	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

Harrell-Fish, Inc.

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 REMAINING ORIGINAL WATER SOURCED HEAT PUMPS AT CITY HALL

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

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

Harrell-Fish, Inc. will provide all necessary labor and material to complete the following:

Inclusions:

1. Remove and dispose of twelve (12) existing water source heat pumps on the first floor and one (1) existing water source heat pump on the second floor.
2. Furnish and install thirteen (13) new McQuay WCC Series water source heat pumps in the following sizes:
  - One (1) .75 ton
  - One (1) 1 ton
  - Five (5) 1.5 ton
  - Five (5) 2 ton
  - One (1) 2.5 ton
3. Furnish and install all necessary material to connect new heat pumps to existing supply air ductwork, electrical wiring, loop water piping and condensate piping. Condensate piping will be installed with a new ball valves for line cleaning.
4. Furnish and install all necessary hangers and supports for new heat pumps.
5. Furnish and install the following items for the new DDC control system:
  - Server
  - Router
  - Wall Thermostats
  - Com Bus Wire
  - Thermostat Wire
  - High Condensate Alarm Sensors
6. Custom programming of the new unit for the front-end control system. Programming to show:
  - Discharge Air Temperature
  - Entering and Leaving Loop Water Temperature
  - High Condensate Alarms
  - Space Temperature (Actual and Set point)
  - Compressor Status
7. Insulate new condensate piping and loop piping.
8. Startup.
9. One-year parts and labor warranty. Five-year compressor parts warranty.

Exclusions:

1. Sales Tax.
2. Overtime/Shift Work.

**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\*:

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

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**.



**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

\_\_\_\_\_  
Commission Number



CITY OF BLOOMINGTON

### APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase  Equipment Compatibility  GSA Special Pricing  No response to RFQ/ITB
- Licensing Agreement  Governmental Discount  Single/Sole Source

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

- 1) Request Date 7/25/19
- 2) Requestor Name J. D. Boruff  
 Department Public Works  
 Telephone and E-mail 812-325-2952
- 3) Value of Proposed Contract or Purchase \$ 75,025.00  
 Recommended Vendor HFI  
 Budget Line 101-19-190000-53650

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

HFI is the current service vendor for HVAC equipment at City Hall. They have recently installed 15 water sourced heat pumps. This equipment is tied into at digital control system that HFI also installed and maintains. Allowing purchase from HFI of the 13 remaining heat pumps scheduled to be replaced would allow us to keep one vendor, for equipment during warranty period and service thereafter, for the HVAC system at City Hall.

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

If these replacements were put out for bids, and another vendor besides HFI were selected, it would create problems in servicing the system. We would have to use the installer for service on the new units, at least through the warranty period. The units would be controlled by a system that only HFI is familiar with. This could create huge problems inservicing the system.

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

We have not solicited other bids for the units at this point, because of the reasons stated above. If the sole source purchase is denied, we will bid this project out like any other.

Describe why this vendor and solution was chosen.

They are the current vendor for HVAC equipment and service at City Hall. They have always provided fast and professional service, as well being historically competitive on price for equipment. They were the low bidder on the last round of Heat pump installations.

Approved By:

Jeffery H. Underwood  
Controller

8/7/19  
Date

Digitally signed by J. D. Boruff  
Date: 2019.07.25 12:50:11 -04'00'  
J. D. Boruff  
Department Head

\_\_\_\_\_  
Date



# Board of Public Works Staff Report

**Project/Event:** Roof Replacement at Fire Station #5

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

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

**Meeting Date:** 9/17/19

The roof, gutters, and downspouts at Fire Station #5 have deteriorated and are in need of replacement. Quotes were solicited from three contractors and are as follows:

AMI Roofing Contractors, Inc.	\$48,500.00
Bell Roofing	\$49,953.00
B&L Sheet Metal & Roofing	\$88,000.00

Staff recommends awarding the contract to AMI Roofing for Forty-Eight Thousand, Five Hundred Dollars (\$48,500.00).

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

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

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**AMI ROOFING CONTRACTORS, INC.**  
**FOR**  
**ROOF REPLACEMENT AT FIRE STATION #5**

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Roof Replacement at Fire Station #5**, (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 45 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 **Forty-Eight Thousand, Five Hundred Dollars (\$48,500.00)**. 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 there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

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

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.

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

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

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	AMI Roofing Contractors, Inc.
Attn: J. D. Boruff, Operations & Facilities Director	Attn: George Hunt
P.O. Box 100 Suite 120	315 E. Winslow Road, Suite 1
Bloomington, Indiana 47402	Bloomington, Indiana 47401

**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

AMI Roofing Contractors, Inc.

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"**

#### **ROOF REPLACEMENT AT FIRE STATION #5**

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

Contractor shall supply all materials and labor to replace roof and gutters with the following conditions:

##### **Metal Roof:**

1. Remove existing Standing Seam Metal
2. Insect existing decking and replace if needed at \$35 a piece of OSB Decking
3. Install new H-Lock Standing Seam Metal
4. Install new ridge vents at all peaks for ventilation
5. Install new drip edge at eaves and rakes to seal edges
6. Install new plastic pipe flashing around all plumbing vents
7. Make sure all flashing is adequate and repair and replace as needed
8. Remove all debris from jobsite use magnet to collect stray nails from property
9. Clean up and properly dispose of all debris resulting from install
10. Contractor shall provide a 3 year workmanship warranty

##### **Gutter:**

1. Remove and replace all gutter and down spouts.
2. Upgrade and install 8", 24 Gauge Steel Commercial Grade Box Gutters and Downspouts.
3. If upon the removal of the gutters, if there is any unforeseen rot within the gutter board. There is an additional cost of \$10 per foot to replace any gutter board.
4. Contractor shall not be responsible for in ground drainage and piping.



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**.

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

\_\_\_\_\_  
Commission Number

**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

\_\_\_\_\_  
Commission Number



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

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>				
Kristine Carlson & Justin Bail	01-refund adoption fee		09/20/2019	75.00
Nazhane Wellington	01-refund adoption fee		09/20/2019	75.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>	2		<u>\$150.00</u>
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-post it notes-8/21/19		09/20/2019	3.12
6530 - Office Depot, INC	01-tape-8/13/19		09/20/2019	12.81
6530 - Office Depot, INC	01-kennel cards-8/13/19		09/20/2019	57.99
	<b>Account 52110 - Office Supplies Totals</b>	3		<u>\$73.92</u>
<b>Account 52210 - Institutional Supplies</b>				
4136 - C. Specialties, INC	01-cat carriers, food trays-8/22/19		09/20/2019	704.55
313 - Fastenal Company	01-batteries (AA, 9V, 1.5V), bleach, tissues-8/23/19		09/20/2019	156.82
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-8/23/19		09/20/2019	171.00
4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline food-8/23/19		09/20/2019	28.27
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten food-8/23/19		09/20/2019	506.62
3929 - IDEXX Laboratories, INC	01-parvo tests-3-8/26/19		09/20/2019	201.00
4633 - Midwest Veterinary Supply, INC	01-vaccines-Nobivac feline-8/28/19		09/20/2019	430.00
4633 - Midwest Veterinary Supply, INC	01-paper towels-9/3/19		09/20/2019	189.76
4633 - Midwest Veterinary Supply, INC	01-isolation gowns-8/28/19		09/20/2019	81.74
4633 - Midwest Veterinary Supply, INC	01-sodium chloride, needles, syringes-9/3/19		09/20/2019	101.37
4633 - Midwest Veterinary Supply, INC	01-milk replacer, wormer, sanitizer-8/22/19		09/20/2019	206.66
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (XL)-8/20/19		09/20/2019	84.73
6530 - Office Depot, INC	01-can openers-4		09/20/2019	29.96
6530 - Office Depot, INC	01-hose end sprayers-3		09/20/2019	37.77
4666 - Zoetis, INC	01-vaccines-Vanguard Plus, Vanguard B Oral-		09/20/2019	489.92
	<b>Account 52210 - Institutional Supplies Totals</b>	15		<u>\$3,420.17</u>
<b>Account 52420 - Other Supplies</b>				
53005 - Menards, INC	01-mouse traps-8/31/19		09/20/2019	15.12



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Account <b>52420 - Other Supplies</b> Totals	1	\$15.12
<b>Account 53130 - Medical</b>				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-8/29/2019		09/20/2019	480.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-8/19-8/28/2019		09/20/2019	3,099.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-8/28-9/3/19		09/20/2019	322.72
		Account <b>53130 - Medical</b> Totals	3	\$3,901.72
<b>Account 53160 - Instruction</b>				
5817 - Virgil E Sauder	01-Training-The Certificate in Organizational Leadership		09/20/2019	225.00
		Account <b>53160 - Instruction</b> Totals	1	\$225.00
<b>Account 53610 - Building Repairs</b>				
4483 - City Lawn Corporation	19-Mowing Services at ACC 8/20	BC 2019-38	09/20/2019	120.00
		Account <b>53610 - Building Repairs</b> Totals	1	\$120.00
		Program <b>010000 - Main</b> Totals	26	\$7,905.93
<b>Program 010001 - Donations Over \$5K</b>				
<b>Account 53130 - Medical</b>				
6529 - BloomingPaws, LLC	01-HTW treatment-8/9 & 8/12/19		09/20/2019	222.13
6529 - BloomingPaws, LLC	01-HTW treatment-8/23/19		09/20/2019	72.81
6529 - BloomingPaws, LLC	01-surgery follow-up, HTW treatment-8/7 & 8/8/19		09/20/2019	153.55
6529 - BloomingPaws, LLC	01-HTW treatment-8/28/19		09/20/2019	188.06
6529 - BloomingPaws, LLC	01-heartworm treatment-8/28/2019		09/20/2019	29.52
		Account <b>53130 - Medical</b> Totals	5	\$666.07
		Program <b>010001 - Donations Over \$5K</b> Totals	5	\$666.07
		Department <b>01 - Animal Shelter</b> Totals	31	\$8,572.00
<b>Department 02 - Public Works</b>				
<b>Program 020000 - Main</b>				
<b>Account 46060 - Other Violations</b>				
Jordan Bruce	14-refund overpayment pkg citation A1700204		09/20/2019	40.00
		Account <b>46060 - Other Violations</b> Totals	1	\$40.00
<b>Account 53210 - Telephone</b>				
1079 - AT&T	02-Radio circuits-phone chgs 7/29-8/28/19-#812 R08-1788 788 1		09/09/2019	180.64
		Account <b>53210 - Telephone</b> Totals	1	\$180.64



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Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53320 - Advertising</b>				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	02-Public Notice for Project @ Walnut Parking Garage		09/20/2019	96.76
	Account 53320 - Advertising Totals		1	<u>96.76</u>
<b>Account 53410 - Liability / Casualty Premiums</b>				
1847 - Hylant of Indianapolis, LLC	10-Ins. Liability/Casualty Prem.-City portion-8/27/2019		09/20/2019	5,850.81
	Account 53410 - Liability / Casualty Premiums Totals		1	<u>5,850.81</u>
<b>Account 53420 - Worker's Comp &amp; Risk</b>				
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-1/1/18-1/1/19		09/20/2019	803.38
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-2018-2019		09/20/2019	2,216.67
	Account 53420 - Worker's Comp & Risk Totals		2	<u>\$3,020.05</u>
	Program 020000 - Main Totals		6	<u>\$9,188.26</u>
	Department 02 - Public Works Totals		6	<u>\$9,188.26</u>
<b>Department 04 - Economic &amp; Sustainable Dev</b>				
<b>Program 040000 - Main</b>				
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	04 - Sean - Registration for IAC Homecoming Conference		09/20/2019	40.00
	Account 53160 - Instruction Totals		1	<u>\$40.00</u>
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
3560 - First Financial Bank / Credit Cards	04-NEON		09/20/2019	515.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	<u>\$515.00</u>
<b>Account 53230 - Travel</b>				
6256 - Brian Carl Payne	04 - Travel Reimbursement - OFN Regional-Midwest Conf		09/20/2019	700.96
	Account 53230 - Travel Totals		1	<u>\$700.96</u>
<b>Account 53320 - Advertising</b>				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	04 - 21,000 solar inserts for CBU bills		09/20/2019	570.00
	Account 53320 - Advertising Totals		1	<u>\$570.00</u>
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	04 - Hootsuite Platform for 2019		09/20/2019	5.99
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$5.99</u>
<b>Account 53970 - Mayor's Promotion of Business</b>				
7040 - Project One Studio (Project One,LLC)	04 - Public Art Concepts - 4th Street Garage		09/20/2019	1,000.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account <b>53970 - Mayor's Promotion of Business</b> Totals		1	\$1,000.00
<b>Account 53990 - Other Services and Charges</b>				
6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities		09/20/2019	555.00
10294 - Monroe County Auxiliary Police	04 - Traffic Control at H 2 H event (A. Wisley & J. Phares)		09/20/2019	640.00
	Account <b>53990 - Other Services and Charges</b> Totals		2	\$1,195.00
	Program <b>040000 - Main</b> Totals		8	\$4,026.95
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		8	\$4,026.95
Department <b>05 - Common Council</b>				
Program <b>050000 - Main</b>				
<b>Account 53150 - Communications Contract</b>				
4123 - Central Indiana Interpreting Service	05-Interpreter-City Council Mtg-7/31/19		09/20/2019	550.00
4123 - Central Indiana Interpreting Service	05-Interpreter-City Council Mtg-8/7/19		09/20/2019	300.00
	Account <b>53150 - Communications Contract</b> Totals		2	\$850.00
<b>Account 53230 - Travel</b>				
15290 - Stephen Volan	05-hotel/per diem/pkg-CNU Conf-Louisville, KY-6/12-6/15/19		09/20/2019	465.74
	Account <b>53230 - Travel</b> Totals		1	\$465.74
	Program <b>050000 - Main</b> Totals		3	\$1,315.74
	Department <b>05 - Common Council</b> Totals		3	\$1,315.74
Department <b>06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
<b>Account 53160 - Instruction</b>				
259 - Indiana Association Of Cities & Towns (AIM)	06- Curran & McMillian AIM SBA School		09/20/2019	710.00
	Account <b>53160 - Instruction</b> Totals		1	\$710.00
<b>Account 53640 - Hardware and Software Maintenance</b>				
3560 - First Financial Bank / Credit Cards	06-Real Estate Tax Software for OOTC		09/20/2019	144.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals		1	\$144.00
	Program <b>060000 - Main</b> Totals		2	\$854.00
	Department <b>06 - Controller's Office</b> Totals		2	\$854.00
Department <b>09 - CFRD</b>				
Program <b>090000 - Main</b>				
<b>Account 53230 - Travel</b>				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	09-Marriot Hotel-S. Moss-Mayor Innovation Conf.-SC-8/1-8/2/19		09/20/2019	362.96
	Account <b>53230 - Travel</b> Totals		1	<u>362.96</u>
<b>Account 53940 - Temporary Contractual Employee</b>				
580 - Express Services, INC	09-Temp serv.-front desk reception-S. Cook-week of 8/11/19		09/20/2019	764.00
580 - Express Services, INC	09-Temp serv.-front desk reception-S. Cook-week of 8/25/19		09/20/2019	764.00
580 - Express Services, INC	09-Temp serv.-front desk reception-S. Cook-week of 8/18/19		09/20/2019	724.27
	Account <b>53940 - Temporary Contractual Employee</b> Totals		3	<u>\$2,252.27</u>
<b>Account 53960 - Grants</b>				
205 - City Of Bloomington	09-CFRD Sponsorship of 2019 Fiesta Del Ontono		09/20/2019	350.00
	Account <b>53960 - Grants</b> Totals		1	<u>\$350.00</u>
	Program <b>090000 - Main</b> Totals		5	<u>\$2,965.23</u>
	Department <b>09 - CFRD</b> Totals		5	<u>\$2,965.23</u>
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
9523 - Freedom Business Solutions, LLC	10 toner Freedom 11413		09/20/2019	59.95
53442 - Paragon Micro, INC	10 dvd drive Paragon 875758		09/20/2019	31.99
	Account <b>52110 - Office Supplies</b> Totals		2	<u>\$91.94</u>
<b>Account 53120 - Special Legal Services</b>				
50587 - Barnes & Thornburg LLP	10 legal services municipal advice 2253221 BT		09/20/2019	1,903.42
	Account <b>53120 - Special Legal Services</b> Totals		1	<u>\$1,903.42</u>
<b>Account 53160 - Instruction</b>				
4823 - NBI, INC (National Business Institute)	10 seminar Land Use Zoning NBI 83100ER		09/20/2019	349.00
	Account <b>53160 - Instruction</b> Totals		1	<u>\$349.00</u>
<b>Account 53220 - Postage</b>				
6986 - Jessica Oswald	10 postage reimbursement		09/20/2019	7.18
	Account <b>53220 - Postage</b> Totals		1	<u>\$7.18</u>
	Program <b>100000 - Main</b> Totals		5	<u>\$2,351.54</u>
<b>Program 101000 - Human Rights</b>				
<b>Account 53990 - Other Services and Charges</b>				
205 - City Of Bloomington	10 CCA donation		09/20/2019	100.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$100.00
	Program <b>101000 - Human Rights</b> Totals		1	\$100.00
	Department <b>10 - Legal</b> Totals		6	\$2,451.54
<b>Department 11 - Mayor's Office</b>				
<b>Program 110000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	11-steno pads, pens, office chair		09/20/2019	204.73
	Account <b>52110 - Office Supplies</b> Totals		1	\$204.73
<b>Account 52420 - Other Supplies</b>				
6894 - Devta Linda Kidd	11-reimbursement for Dronepalooza supplies		09/20/2019	124.07
6222 - Apple, INC	11-keyboard, mouse, etc for Digital Comms		09/20/2019	412.00
651 - Engraving & Stamp Center, INC	11-nameplates for office		09/20/2019	29.20
6530 - Office Depot, INC	11-cubicles for OOTM		09/20/2019	3,042.98
6530 - Office Depot, INC	11-conference table for Comms office		09/20/2019	349.99
53442 - Paragon Micro, INC	11-larger monitors for Digital Comms		09/20/2019	559.98
53442 - Paragon Micro, INC	11-computer set-up for Innovation intern		09/20/2019	1,968.95
1096 - Thomas M Renneisen	11-reimbursement for Novak OA lunch		09/20/2019	34.00
337 - Stansifer Radio Co, INC	11-Philmore adapters		09/20/2019	6.53
5819 - Synchrony Bank	11-credit for returned cable		09/20/2019	(6.99)
	Account <b>52420 - Other Supplies</b> Totals		10	\$6,520.71
<b>Account 53160 - Instruction</b>				
6894 - Devta Linda Kidd	11-reimbursement for materials for Harvard conference		09/20/2019	20.88
	Account <b>53160 - Instruction</b> Totals		1	\$20.88
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM July		09/20/2019	935.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		1	\$935.00
<b>Account 53230 - Travel</b>				
City of Evanston	11-Big 10 City Managers Breakfast		09/20/2019	20.00
3560 - First Financial Bank / Credit Cards	11-refund from Aloft hotel sales tax (South Bend)		09/20/2019	(9.03)
3560 - First Financial Bank / Credit Cards	11-Devta travel to Harvard innovation conf		09/20/2019	796.60
5459 - John M Hamilton	11-reimbursement for USCM summer meeting		09/20/2019	2,615.75



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5459 - John M Hamilton	11-reimbursement for Columbia MIP meeting		09/20/2019	490.65
6894 - Devta Linda Kidd	11-reimbursement for Harvard innovation travel		09/20/2019	764.78
1096 - Thomas M Renneisen	11-reimbursement for Big Ten meeting travel		09/20/2019	956.67
5814 - Elizabeth Rubin Walter	11-reimbursement for JH flight to MIP		09/20/2019	455.00
<b>Account 53230 - Travel Totals</b>			8	<u>\$6,090.42</u>
<b>Account 53310 - Printing</b>				
3892 - Midwest Color Printing, INC	11-business cards for Celeste		09/20/2019	36.50
3892 - Midwest Color Printing, INC	11-business cards for Andrew		09/20/2019	36.50
8002 - Safeguard Business Systems, INC	11-magnets for Mayor at the Market		09/20/2019	136.77
<b>Account 53310 - Printing Totals</b>			3	<u>\$209.77</u>
<b>Account 53320 - Advertising</b>				
50706 - Bloomington Magazine, INC (Bloom Magazine)	11-Distinctively Bloomington ad 2019 (invoice 2)		09/20/2019	770.00
<b>Account 53320 - Advertising Totals</b>			1	<u>\$770.00</u>
<b>Account 53910 - Dues and Subscriptions</b>				
5259 - Pacific & Southern Company, INC (Indy Star)	11-IndyStar online access		09/20/2019	4.99
5259 - Pacific & Southern Company, INC (Indy Star)	11-IndyStar online access		09/20/2019	4.99
<b>Account 53910 - Dues and Subscriptions Totals</b>			2	<u>\$9.98</u>
<b>Account 53960 - Grants</b>				
1138 - BCT Management, INC	11-sponsorship of Sam Quinones lecture		09/20/2019	525.00
174 - Hoosier Hills Food Bank INC	11-sponsorship of 2019 HHFB Book Fair		09/20/2019	500.00
199 - Monroe County Government	11-sponsorship of Opioid Summit (fund #4112)		09/20/2019	5,000.00
<b>Account 53960 - Grants Totals</b>			3	<u>\$6,025.00</u>
<b>Account 53990 - Other Services and Charges</b>				
129 - FedEx Office and Print Service, INC	11-mailing of Devta's payment to Innovation conference		09/20/2019	24.65
3560 - First Financial Bank / Credit Cards	11-VelociDrone license #2		09/20/2019	21.26
3560 - First Financial Bank / Credit Cards	11-VelociDrone license		09/20/2019	21.26
3560 - First Financial Bank / Credit Cards	11-Makevention registration		09/20/2019	10.00
3560 - First Financial Bank / Credit Cards	11-credit for fraud transaction		09/20/2019	(120.00)
5819 - Synchrony Bank	11-2 remote controllers, cable for Dronepalooza		09/20/2019	6.99
5819 - Synchrony Bank	11-2 remote controllers, cable for Dronepalooza		09/20/2019	19.98
5819 - Synchrony Bank	11-2 channel transmitters for Dronepalooza		09/20/2019	95.98



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account <b>53990 - Other Services and Charges</b> Totals		8	\$80.12
	Program <b>110000 - Main</b> Totals		38	\$20,866.61
	Department <b>11 - Mayor's Office</b> Totals		38	\$20,866.61
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	12-red employee file folders \$29.46		09/20/2019	29.46
	Account <b>52110 - Office Supplies</b> Totals		1	\$29.46
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	12 SHRM E learning Library CS414321		09/20/2019	199.00
6391 - Eric Love (Keynote Speaker)	12 Invoice for Training (E Love)		09/20/2019	3,000.00
	Account <b>53160 - Instruction</b> Totals		2	\$3,199.00
<b>Account 53230 - Travel</b>				
5836 - Mary Caroline Buchanan Shaw	12 Reimbursement for parking AIM meeting (8/22/19)		09/20/2019	14.00
	Account <b>53230 - Travel</b> Totals		1	\$14.00
<b>Account 53990 - Other Services and Charges</b>				
4388 - Hall's Laundries, INC (17th Coin Laundry)	12-employee recognition tablecloths \$10.00		09/20/2019	10.00
6099 - Safe Hiring Solutions	12-background checks		09/20/2019	70.45
6099 - Safe Hiring Solutions	background checks		09/20/2019	140.70
	Account <b>53990 - Other Services and Charges</b> Totals		3	\$221.15
	Program <b>120000 - Main</b> Totals		7	\$3,463.61
	Department <b>12 - Human Resources</b> Totals		7	\$3,463.61
<b>Department 13 - Planning</b>				
<b>Program 130000 - Main</b>				
<b>Account 52410 - Books</b>				
3560 - First Financial Bank / Credit Cards	13 - 2020 INDOT spec. books		09/20/2019	100.00
	Account <b>52410 - Books</b> Totals		1	\$100.00
<b>Account 52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	13 - Notary stamp, Desiree King		09/20/2019	33.90
394 - Kleindorfer Hardware & Variety	13-tape measurer		09/20/2019	9.98
15449 - Rosen & Rosen Industries (R&R Industries)	13-Safety Vests-8/20/19		09/20/2019	141.60



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
337 - Stansifer Radio Co, INC	13-Two cords (extension pieces) for earbuds_transcription		09/20/2019	5.90
	<b>Account 52420 - Other Supplies Totals</b>		4	<u>\$191.38</u>
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	13-IN Land Use Summit conf. reg.-E. Carter		09/20/2019	40.00
3560 - First Financial Bank / Credit Cards	13-IN Land Use Summit conf. reg.-E. Venesky		09/20/2019	40.00
3560 - First Financial Bank / Credit Cards	13-Conf. MS4 Compliance & Enf. Inspector-Carter		09/20/2019	350.00
3560 - First Financial Bank / Credit Cards	13-Conf.-MS4 Compliance & Enf. Inspector-Venesky		09/20/2019	350.00
	<b>Account 53160 - Instruction Totals</b>		4	<u>\$780.00</u>
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
6289 - Clarion Associates, LLC	13-UDO Update_Contract Ext.-serv. thru 7/31/19		09/20/2019	4,910.00
	<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		1	<u>\$4,910.00</u>
<b>Account 53240 - Freight / Other</b>				
15449 - Rosen & Rosen Industries (R&R Industries)	13-Safety Vests-8/20/19		09/20/2019	25.91
	<b>Account 53240 - Freight / Other Totals</b>		1	<u>\$25.91</u>
<b>Account 53310 - Printing</b>				
3892 - Midwest Color Printing, INC	13 - 250 business cards (E. Venesky)		09/20/2019	36.50
	<b>Account 53310 - Printing Totals</b>		1	<u>\$36.50</u>
<b>Account 53910 - Dues and Subscriptions</b>				
4442 - American Planning Association	13-APA (Indiana Chapter Dues_ONLY)-APA memb prev. pd. 8-9-19		09/20/2019	63.00
	<b>Account 53910 - Dues and Subscriptions Totals</b>		1	<u>\$63.00</u>
<b>Account 53990 - Other Services and Charges</b>				
7053 - BlueBeam, INC	13- (12) license and annual maint. fee_P&T staff		09/20/2019	5,376.00
3560 - First Financial Bank / Credit Cards	13 - Notary filing fees, Desiree King		09/20/2019	18.87
	<b>Account 53990 - Other Services and Charges Totals</b>		2	<u>\$5,394.87</u>
<b>Account 54310 - Improvements Other Than Building</b>				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-7/1-8/1/19	BC 2018-108	09/20/2019	29,948.88
	<b>Account 54310 - Improvements Other Than Building Totals</b>		1	<u>\$29,948.88</u>
	<b>Program 130000 - Main Totals</b>		16	<u>\$41,450.54</u>
<b>Program 132000 - MPO</b>				
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	13-2019 Annual MPO Mtg-Ft. Wayne-R. Clemens registration		09/20/2019	70.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	13-2019 Annual MPO Mtg-Ft. Wayne-P. Martin registration		09/20/2019	70.00
	Account <b>53160 - Instruction</b> Totals	2		\$140.00
	Program <b>132000 - MPO</b> Totals	2		\$140.00
	Department <b>13 - Planning</b> Totals	18		\$41,590.54
<b>Department 19 - Facilities Maintenance</b>				
Program <b>190000 - Main</b>				
Account <b>52310 - Building Materials and Supplies</b>				
395 - Kirby Risk Corp	19 Electrical Repair Materials		09/20/2019	79.11
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		09/20/2019	8.71
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		09/20/2019	79.70
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		09/20/2019	66.89
53005 - Menards, INC	19 Supplies for Facilities Maintenance		09/20/2019	55.11
	Account <b>52310 - Building Materials and Supplies</b> Totals	5		\$289.52
Account <b>52430 - Uniforms and Tools</b>				
798 - Winters Associates Promotional Products, INC	19-Uniforms for Facilities Workers		09/20/2019	615.96
	Account <b>52430 - Uniforms and Tools</b> Totals	1		\$615.96
Account <b>53610 - Building Repairs</b>				
32 - Cassidy Electrical Contractors, INC	19-Install of cameras in City Hall Parking Lot		09/20/2019	1,105.80
4483 - City Lawn Corporation	19-Mowing Services at 1910 W 3rd st 8/5,8/21	BC 2019-38	09/20/2019	80.00
4483 - City Lawn Corporation	19-Mowing services at 4th/washington 8/7,8/19,8/29	BC 2019-38	09/20/2019	90.00
4483 - City Lawn Corporation	19-Mowing services at 2541 W third st 8/14,8/29	BC 2019-38	09/20/2019	100.00
4483 - City Lawn Corporation	119-2nd & Weimer Mowing S9-2nd & Weimer Mowing Services 8/3,8/31	BC 2019-38	09/20/2019	70.00
51538 - Economy Termite & Pest Control, INC	19-Sanitation-Spray for bed bugs in trucks and break rooms	BC 2019-33	09/20/2019	2,400.00
818 - Everywhere Signs, LLC	19-Name Tags for employees in planning & transportation	BC 2019-31	09/20/2019	75.00
321 - Harrell Fish, INC	19-Repair of air flow in Controllers Office @ City Hall	BC 2019-23	09/20/2019	416.00
392 - Koorsen Fire & Security, INC	19-June Sprinkler Inspection at City Hall		09/20/2019	154.50
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Contract for City Hall & Public Works Facilities	BC 2018-87	09/20/2019	17,643.84
	Account <b>53610 - Building Repairs</b> Totals	10		\$22,135.14
	Program <b>190000 - Main</b> Totals	16		\$23,040.62
	Department <b>19 - Facilities Maintenance</b> Totals	16		\$23,040.62

Department **28 - ITS**



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Program 280000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	28 - Packing Tape		09/20/2019	6.30
6530 - Office Depot, INC	28 - Stand Up Sign Holders		09/20/2019	24.19
6530 - Office Depot, INC	28-Tape Dispenser		09/20/2019	25.99
6530 - Office Depot, INC	28-Paper Clips		09/20/2019	9.89
6530 - Office Depot, INC	28-Report Covers		09/20/2019	8.99
6530 - Office Depot, INC	28-Document Flags		09/20/2019	6.11
	<b>Account 52110 - Office Supplies Totals</b>		6	<u>\$81.47</u>
<b>Account 52420 - Other Supplies</b>				
50972 - CDW, LLC	28 - Phone Case iPhone 6/6S Blk		09/20/2019	42.00
53442 - Paragon Micro, INC	28-Monitor for Systems Administrator		09/20/2019	374.99
5819 - Synchrony Bank	28 - Triple Monitor Sit-Stand Workstation Accts&Training Spec		09/20/2019	349.99
5819 - Synchrony Bank	28 - CREDIT Triple Monitor Sit-Stand Workstation Acct&Train Spe		09/20/2019	(349.99)
6792 - VARI Sales Corporation	28-Accounts & Training Specialist-Stand up desk/dual monitor arm		09/20/2019	621.00
	<b>Account 52420 - Other Supplies Totals</b>		5	<u>\$1,037.99</u>
<b>Account 53320 - Advertising</b>				
3560 - First Financial Bank / Credit Cards	28-2 Month Job Posting on GovernmentJobs.com		09/20/2019	175.00
	<b>Account 53320 - Advertising Totals</b>		1	<u>\$175.00</u>
<b>Account 53640 - Hardware and Software Maintenance</b>				
3989 - Ricoh USA, INC	28-CH/off site facilities-copier maint-7/17-8/16/19		09/20/2019	2,111.71
3989 - Ricoh USA, INC	28-FS#1-Copier Maint-5/29-8/28/19, Base 8/29-11/28/19		09/20/2019	492.75
	<b>Account 53640 - Hardware and Software Maintenance Totals</b>		2	<u>\$2,604.46</u>
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	28-Basecamp Proj Mgmt Subscription - 8-11-19 - 9-11-19		09/20/2019	20.00
3560 - First Financial Bank / Credit Cards	28-Additional Canva Member Subscription		09/20/2019	86.41
3560 - First Financial Bank / Credit Cards	28-JotForm Annual Subscription-8/16/19-8/16/20		09/20/2019	190.00
3560 - First Financial Bank / Credit Cards	28-Acuity Scheduling Annual Subscription		09/20/2019	165.00
3560 - First Financial Bank / Credit Cards	28-Google Application Programming Interfaces - August 2019		09/20/2019	100.00
53442 - Paragon Micro, INC	28- Power BI Subscription for Innovation Director August 2019		09/20/2019	9.16
5786 - Promevo, LLC	28-Google Drive Storage Subscription 50GB - August 2019		09/20/2019	15.00



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account <b>53910 - Dues and Subscriptions</b> Totals		7	\$585.57
	Program <b>280000 - Main</b> Totals		21	\$4,484.49
	Department <b>28 - ITS</b> Totals		21	\$4,484.49
	Fund <b>101 - General Fund (S0101)</b> Totals		161	\$122,819.59
<b>Fund 103 - Restricted Donations(ord 05-17)</b>				
Department <b>06 - Controller's Office</b>				
Program <b>400102 - Animal Supplies</b>				
Account <b>52210 - Institutional Supplies</b>				
4666 - Zoetis, INC	01-antiparasitics-Revolution 6pk Pllum Dog-8/13/19		09/20/2019	732.40
4666 - Zoetis, INC	01-vaccines-Vanguard Plus, Vanguard B Oral-		09/20/2019	418.08
	Account <b>52210 - Institutional Supplies</b> Totals		2	\$1,150.48
	Program <b>400102 - Animal Supplies</b> Totals		2	\$1,150.48
Program <b>400104 - Animal Construction</b>				
Account <b>53610 - Building Repairs</b>				
394 - Kleindorfer Hardware & Variety	01-kennel proj-duct tape, tapcons, screwdrivers, drill bits		09/20/2019	105.11
	Account <b>53610 - Building Repairs</b> Totals		1	\$105.11
	Program <b>400104 - Animal Construction</b> Totals		1	\$105.11
	Department <b>06 - Controller's Office</b> Totals		3	\$1,255.59
	Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals		3	\$1,255.59
<b>Fund 249 - Grants Non Approp</b>				
Department <b>04 - Economic &amp; Sustainable Dev</b>				
Program <b>G17010 - 2017 IN OCRA Quick Impact Placeb</b>				
Account <b>52420 - Other Supplies</b>				
4647 - S&S Worldwide, INC	04 - Jumbo Chess and Checkers		09/20/2019	99.88
	Account <b>52420 - Other Supplies</b> Totals		1	\$99.88
	Program <b>G17010 - 2017 IN OCRA Quick Impact Placeb</b> Totals		1	\$99.88
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		1	\$99.88
	Fund <b>249 - Grants Non Approp</b> Totals		1	\$99.88
<b>Fund 270 - CC Jack Hopkins NR17-42 (S0011)</b>				
Department <b>05 - Common Council</b>				
Program <b>050000 - Main</b>				



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53960 - Grants</b>				
242 - Amethyst House, INC	15-JH19 Grant-new flooring-215 N Rogers St-Men's House		09/20/2019	5,930.00
686 - Habitat For Humanity of Monroe County INC	15-JH 2019 Grant-purchase 2018 Dodge Grand Caravan		09/20/2019	19,325.00
12443 - Volunteers In Medicine Clinic Of Monroe County,INC	15-JH19 Grant-Aug. 2019 walk-in nurse practioner		09/20/2019	7,199.27
	<b>Account 53960 - Grants Totals</b>	3		<u>\$32,454.27</u>
	<b>Program 050000 - Main Totals</b>	3		<u>\$32,454.27</u>
	<b>Department 05 - Common Council Totals</b>	3		<u>\$32,454.27</u>
	<b>Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals</b>	3		<u>\$32,454.27</u>
<b>Fund 312 - Community Services</b>				
<b>Department 09 - CFRD</b>				
<b>Program 090004 - Com Serv- Accessibility</b>				
<b>Account 53990 - Other Services and Charges</b>				
1815 - Michael Shermis	09-Reimburse for dinner-out-of-town speaker-CCA meeting-8/26/19		09/20/2019	23.00
	<b>Account 53990 - Other Services and Charges Totals</b>	1		<u>\$23.00</u>
	<b>Program 090004 - Com Serv- Accessibility Totals</b>	1		<u>\$23.00</u>
	<b>Department 09 - CFRD Totals</b>	1		<u>\$23.00</u>
	<b>Fund 312 - Community Services Totals</b>	1		<u>\$23.00</u>
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>				
<b>Department 25 - Telecommunications</b>				
<b>Program 254000 - Infrastructure</b>				
<b>Account 53640 - Hardware and Software Maintenance</b>				
13482 - Northern Lights Locating & Inspection, INC	28- Line Locating Services August 2019, tickets over annual allo		09/20/2019	3,180.00
	<b>Account 53640 - Hardware and Software Maintenance Totals</b>	1		<u>\$3,180.00</u>
<b>Account 54450 - Equipment</b>				
53442 - Paragon Micro, INC	28-Capital Replacement-Civil City-8 Desktops		09/20/2019	8,855.92
	<b>Account 54450 - Equipment Totals</b>	1		<u>\$8,855.92</u>
	<b>Program 254000 - Infrastructure Totals</b>	2		<u>\$12,035.92</u>
<b>Program 256000 - Services</b>				
<b>Account 53150 - Communications Contract</b>				
203 - INDIANA UNIVERSITY	28-Fire Station 3 Dark Fiber - July 2019		09/20/2019	65.00
	<b>Account 53150 - Communications Contract Totals</b>	1		<u>\$65.00</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program <b>256000 - Services</b> Totals		1	\$65.00
	Department <b>25 - Telecommunications</b> Totals		3	\$12,100.92
	Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals		3	\$12,100.92
<b>Fund 450 - Local Road and Street(S0706)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-8/30/19		09/09/2019	5.22
223 - Duke Energy	02-505 W. 11th-(Rogers/Fairview)-street light chgs-8/30/19		09/09/2019	2,614.90
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 8/1-8/30/19		09/09/2019	14.85
223 - Duke Energy	02-Middle Way House-elec. bill-9/3/19-#3910-3921-01-9		09/09/2019	9.50
223 - Duke Energy	02-2200 W. Tapp Rd-street light chgs-bill date 9/5/19		09/09/2019	4.65
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals		5	\$2,649.12
	Program <b>200000 - Main</b> Totals		5	\$2,649.12
	Department <b>20 - Street</b> Totals		5	\$2,649.12
	Fund <b>450 - Local Road and Street(S0706)</b> Totals		5	\$2,649.12
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
394 - Kleindorfer Hardware & Variety	20-Tree crew-flags, oil dry, 2 boxes of rags		09/20/2019	84.92
394 - Kleindorfer Hardware & Variety	20-4 shovels, cone cups, push broom		09/20/2019	58.45
	Account <b>52420 - Other Supplies</b> Totals		2	\$143.37
Account <b>53160 - Instruction</b>				
3472 - Lucity, INC	20-Conf. registration-4 ST Dept emp.-MO-Sept. 2019		09/20/2019	3,200.00
	Account <b>53160 - Instruction</b> Totals		1	\$3,200.00
Account <b>53410 - Liability / Casualty Premiums</b>				
1847 - Hylant of Indianapolis, LLC	10-Ins. Liability/Casualty Prem.-City portion-8/27/2019		09/20/2019	701.58
	Account <b>53410 - Liability / Casualty Premiums</b> Totals		1	\$701.58
Account <b>53420 - Worker's Comp &amp; Risk</b>				
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-1/1/18-1/1/19		09/20/2019	156.31



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-2018-2019		09/20/2019	431.28
	Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	2		<u>587.59</u>
<b>Account 53630 - Machinery and Equipment Repairs</b>				
6262 - Koenig Equipment, INC	20-equipment repairs-pole saw, sharpened chain,		09/20/2019	181.58
6262 - Koenig Equipment, INC	20-equipment repairs-pruner, sharpen chain		09/20/2019	170.35
	Account <b>53630 - Machinery and Equipment Repairs</b> Totals	2		<u>351.93</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/28/19		09/20/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded))-8/28/19		09/20/2019	16.83
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	2		<u>51.11</u>
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-7/31/19		09/20/2019	1,551.87
	Account <b>53950 - Landfill</b> Totals	1		<u>\$1,551.87</u>
	Program <b>200000 - Main</b> Totals	11		<u>\$6,587.45</u>
	Department <b>20 - Street</b> Totals	11		<u>\$6,587.45</u>
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	11		<u>\$6,587.45</u>
<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>				
Alexandria Gianakopoulos	02-refund-wrong garage		09/20/2019	157.00
	Account <b>43160 - Lot/Garage Leases - Annual</b> Totals	1		<u>\$157.00</u>
<b>Account 52110 - Office Supplies</b>				
5819 - Synchrony Bank	26-Training Books for Staff		09/20/2019	50.00
5819 - Synchrony Bank	26-Training Books for Staff		09/20/2019	31.56
	Account <b>52110 - Office Supplies</b> Totals	2		<u>\$81.56</u>
<b>Account 52210 - Institutional Supplies</b>				
53005 - Menards, INC	26-stainless steal wipes, swiffer wetjet, furniture polish		09/20/2019	181.75
6023 - Network Services Company	26-Wypall Workhorse Rags		09/20/2019	191.40
4443 - The Sherwin Williams Company	26-Paint supplies to repair graffiti on walls in parking garage		09/20/2019	344.93
	Account <b>52210 - Institutional Supplies</b> Totals	3		<u>\$718.08</u>



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Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 52310 - Building Materials and Supplies</b>				
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26- 48"X72" 1-8 Level Signs for parking garage		09/20/2019	3,334.56
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Gate signs, stickers, clearance signs, exit/enter only signs		09/20/2019	1,542.34
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26- Closed sign for 4th street garage		09/20/2019	129.94
	<b>Account 52310 - Building Materials and Supplies Totals</b>		3	<u>\$5,006.84</u>
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
6197 - CE Solutions, INC	Addendum #2 to Service Agreement for Morton St Garage		09/20/2019	1,500.00
	<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		1	<u>\$1,500.00</u>
<b>Account 53650 - Other Repairs</b>				
18844 - First Financial Bank, N.A.	26-Escrow for the repairs of Morton St Garage (Blakley Corp		09/20/2019	3,753.85
6296 - The Blakley Corporation	26-Repairs of the Morton Street Garage	BC 2019-40	09/20/2019	71,323.15
	<b>Account 53650 - Other Repairs Totals</b>		2	<u>\$75,077.00</u>
<b>Account 53840 - Lease Payments</b>				
512 - 7th & Walnut , LLC	26-Walnut St Garage-October 2019 Rent		09/20/2019	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-October 2019 rent		09/20/2019	38,035.85
	<b>Account 53840 - Lease Payments Totals</b>		2	<u>\$56,795.83</u>
	<b>Program 260000 - Main Totals</b>		14	<u>\$139,336.31</u>
	<b>Department 26 - Parking Totals</b>		14	<u>\$139,336.31</u>
	<b>Fund 452 - Parking Facilities(S9502) Totals</b>		14	<u>\$139,336.31</u>
<b>Fund 454 - Alternative Transport(S6301)</b>				
<b>Department 02 - Public Works</b>				
<b>Program 020000 - Main</b>				
<b>Account 43170.0004 - Residential Neighborhood Permits Zone # 4</b>				
Ryan Newey	14-refund Temp Zone 4 Permit #17209-address doesn't quality		09/20/2019	45.00
	<b>Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals</b>		1	<u>\$45.00</u>
<b>Account 46060 - Other Violations</b>				
Keith Lichtcsien	14-refund overpayment pkg citation M1700093		09/20/2019	40.00
	<b>Account 46060 - Other Violations Totals</b>		1	<u>\$40.00</u>
<b>Account 54310 - Improvements Other Than Building</b>				
5149 - E&B Paving, INC	113 - S. Walnut St. Sidewalk Const.-City portion		09/20/2019	88,996.47
	<b>Account 54310 - Improvements Other Than Building Totals</b>		1	<u>\$88,996.47</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program <b>020000 - Main</b> Totals		3	\$89,081.47
	Department <b>02 - Public Works</b> Totals		3	\$89,081.47
	Fund <b>454 - Alternative Transport(S6301)</b> Totals		3	\$89,081.47
<b>Fund 456 - MVH Restricted</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52210 - Institutional Supplies</b>				
313 - Fastenal Company	20-safety supplies-safety glasses, gloves, earplugs-8/27/19		09/20/2019	36.92
313 - Fastenal Company	20-safety supplies-gloves, spray paint, safety glasses-82/19		09/20/2019	84.25
	Account <b>52210 - Institutional Supplies</b> Totals		2	\$121.17
Account <b>52330 - Street , Alley, and Sewer Material</b>				
334 - Irving Materials, INC	20-943 N Jackson-Class A Stone Ash-2.0 cy-8/20/19		09/20/2019	203.00
19278 - Milestone Contractors, LP	20-surface-Mitchell/patching-334.09 tons-8/7-8/13/19	BC 2019-32	09/20/2019	14,315.75
19278 - Milestone Contractors, LP	20-surface-Clubhouse speedbumps/patching-14.93 tons-8/5-8/7/19	BC 2019-32	09/20/2019	639.76
19278 - Milestone Contractors, LP	20-surface-8th St/patching-116.41 tons-8/5/19	BC 2019-32	09/20/2019	4,988.17
19278 - Milestone Contractors, LP	20-surface-13th St/patching-194.98 tons-8/20-8/21/19	BC 2019-32	09/20/2019	3,307.33
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		5	\$23,454.01
	Program <b>200000 - Main</b> Totals		7	\$23,575.18
	Department <b>20 - Street</b> Totals		7	\$23,575.18
	Fund <b>456 - MVH Restricted</b> Totals		7	\$23,575.18
<b>Fund 601 - Cum Cap Development(S2391)</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>53110 - Engineering and Architectural</b>				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-7/1-8/1/19	BC 2018-108	09/20/2019	2,691.12
	Account <b>53110 - Engineering and Architectural</b> Totals		1	\$2,691.12
	Program <b>020000 - Main</b> Totals		1	\$2,691.12
	Department <b>02 - Public Works</b> Totals		1	\$2,691.12
Department <b>13 - Planning</b>				
Program <b>130000 - Main</b>				
Account <b>54310 - Improvements Other Than Building</b>				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Summit Pointe Limited Liability Company	13-Henderson Street Sidepath Parcel 4		09/20/2019	77,900.00
	Account <b>54310 - Improvements Other Than Building</b> Totals	1		<u>77,900.00</u>
	Program <b>130000 - Main</b> Totals	1		<u>77,900.00</u>
	Department <b>13 - Planning</b> Totals	1		<u>77,900.00</u>
	Fund <b>601 - Cum Cap Development(S2391)</b> Totals	2		<u>\$80,591.12</u>
<b>Fund 730 - Solid Waste (S6401)</b>				
<b>Department 16 - Sanitation</b>				
<b>Program 160000 - Main</b>				
<b>Account 53410 - Liability / Casualty Premiums</b>				
1847 - Hylant of Indianapolis, LLC	10-Ins. Liability/Casualty Prem.-City portion-8/27/2019		09/20/2019	2,507.45
	Account <b>53410 - Liability / Casualty Premiums</b> Totals	1		<u>\$2,507.45</u>
<b>Account 53420 - Worker's Comp &amp; Risk</b>				
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-1/1/18-1/1/19		09/20/2019	80.12
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-2018-2019		09/20/2019	221.07
	Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	2		<u>\$301.19</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/28/19		09/20/2019	13.25
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/28/19		09/20/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/4/19		09/20/2019	13.25
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/4/2019		09/20/2019	32.26
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	4		<u>\$91.02</u>
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 8/1-8/14/19		09/20/2019	13,916.09
52226 - Hoosier Transfer Station-3140	16-recycling fees -8/1-8/14/19		09/20/2019	3,245.08
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste-6 loads-8/1-8/31/19		09/20/2019	132.00
	Account <b>53950 - Landfill</b> Totals	3		<u>\$17,293.17</u>
	Program <b>160000 - Main</b> Totals	10		<u>\$20,192.83</u>
	Department <b>16 - Sanitation</b> Totals	10		<u>\$20,192.83</u>
	Fund <b>730 - Solid Waste (S6401)</b> Totals	10		<u>\$20,192.83</u>
<b>Fund 800 - Risk Management(S0203)</b>				
<b>Department 10 - Legal</b>				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Program 100000 - Main</b>				
<b>Account 52430 - Uniforms and Tools</b>				
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5589 Arnold Osteen		09/20/2019	100.00
1448 - Shoe Carnival, INC	10 Safety shoes -R. Jania SC 328883		09/20/2019	100.00
	<b>Account 52430 - Uniforms and Tools Totals</b>	2		<u>\$200.00</u>
<b>Account 53410 - Liability / Casualty Premiums</b>				
1847 - Hylant of Indianapolis, LLC	10-Ins. Liability/Casualty Prem.-City portion-8/27/2019		09/20/2019	5.55
	<b>Account 53410 - Liability / Casualty Premiums Totals</b>	1		<u>\$5.55</u>
<b>Account 53420 - Worker's Comp &amp; Risk</b>				
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-1/1/18-1/1/19		09/20/2019	3.28
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-2018-2019		09/20/2019	9.04
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO-TTD-R.HASH-2019118		09/12/2019	519.22
	<b>Account 53420 - Worker's Comp &amp; Risk Totals</b>	3		<u>\$531.54</u>
	<b>Program 100000 - Main Totals</b>	6		<u>\$737.09</u>
	<b>Department 10 - Legal Totals</b>	6		<u>\$737.09</u>
	<b>Fund 800 - Risk Management(S0203) Totals</b>	6		<u>\$737.09</u>
<b>Fund 801 - Health Insurance Trust</b>				
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 53990 - Other Services and Charges</b>				
3977 - Cigna Health & Life Insurance Company	12-Sept2019 Cigna Dental & Vision Admin Fee \$9,462.83		09/20/2019	2,194.50
	<b>Account 53990 - Other Services and Charges Totals</b>	1		<u>\$2,194.50</u>
<b>Account 53990.1201 - Other Services and Charges Health Insurance</b>				
3928 - Aim Medical Trust	12-Sept 2019 Aim Medical Insurance \$911,093.50		09/09/2019	911,093.50
	<b>Account 53990.1201 - Other Services and Charges Health Insurance Totals</b>	1		<u>\$911,093.50</u>
	<b>Program 120000 - Main Totals</b>	2		<u>\$913,288.00</u>
	<b>Department 12 - Human Resources Totals</b>	2		<u>\$913,288.00</u>
	<b>Fund 801 - Health Insurance Trust Totals</b>	2		<u>\$913,288.00</u>
<b>Fund 802 - Fleet Maintenance(S9500)</b>				
<b>Department 17 - Fleet Maintenance</b>				
<b>Program 170000 - Main</b>				



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 52230 - Garage and Motor Supplies</b>				
50605 - Bauer Built, INC	17-disposal fees wide base/x-one, light truck		09/20/2019	210.00
4693 - Monroe County Tire & Supply, INC	17-#635 tires-LT245/75R17-4		09/20/2019	713.12
4693 - Monroe County Tire & Supply, INC	17-stock/464 tires-245/55R18-5, 10R17.5-2		09/20/2019	1,344.21
4693 - Monroe County Tire & Supply, INC	17-stock BPD tires-245/55R18		09/20/2019	1,048.72
	<b>Account 52230 - Garage and Motor Supplies Totals</b>		4	\$3,316.05
<b>Account 52240 - Fuel and Oil</b>				
4046 - Heritage-Crystal Clean, INC	17-fluids bulk-HD Naps free ELC 50/50 premix		09/20/2019	266.37
349 - White River Cooperative, INC	17-unleaded fuel-87 regular-7,926 gallons	BC 2018-78D	09/20/2019	17,452.26
	<b>Account 52240 - Fuel and Oil Totals</b>		2	\$17,718.63
<b>Account 52320 - Motor Vehicle Repair</b>				
4135 - Andy Mohr Truck Center	17-#960 electric water valve		09/20/2019	259.63
4135 - Andy Mohr Truck Center	17-#46 radiator		09/20/2019	1,259.10
244 - Bloomington Ford, INC	17-#121 key		09/20/2019	7.00
244 - Bloomington Ford, INC	17-1130/435-washers		09/20/2019	1.66
244 - Bloomington Ford, INC	01-L135-washer		09/20/2019	1.66
244 - Bloomington Ford, INC	17-135/1130-brake lines		09/20/2019	61.48
941 - Central Indiana Truck Equipment Corporation	17-#958 prox sensor and sidearm harness		09/20/2019	131.56
4335 - Circle Distributing, INC	17-stock brake pads, rotors and filters		09/20/2019	677.70
21104 - Cummins Crosspoint, LLC	17-#550 radiator, fill neck and cap		09/20/2019	284.18
594 - Curry Auto Center, INC	17-#599 window regulator		09/20/2019	213.11
818 - Everywhere Signs, LLC	17 - #939 Lettering for New Sanitation truck		09/20/2019	300.00
51827 - Fire Service, INC	17-#340 filter		09/20/2019	125.65
51827 - Fire Service, INC	17-#340 fan blade and shroud ring		09/20/2019	607.58
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil-Blue windshield 1-ply		09/20/2019	101.52
4044 - Industrial Hydraulics, INC	17-#456 repair hyd cylinder		09/20/2019	75.87
4044 - Industrial Hydraulics, INC	17-#456 hyd cylinder repair		09/20/2019	100.39
4044 - Industrial Hydraulics, INC	17-#459 hyd fittings and hose		09/20/2019	98.42
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-65HD		09/20/2019	97.25
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, MTP-65HD, MTP-96R		09/20/2019	790.98
11672 - Jack Doheny Companies, INC	17-#468 aux elec enclosure-complete		09/20/2019	3,728.00



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6767 - Morbark, LLC	17-#4721 lock ring and rubber bushings		09/20/2019	145.07
6767 - Morbark, LLC	17-credit for sales tax charged-Inv. 933072		09/20/2019	(9.49)
6095 - Old Dominion Brush Company, INC	17-stock gutter brooms		09/20/2019	272.10
6095 - Old Dominion Brush Company, INC	17-#464/stk brooms and hose connector		09/20/2019	372.33
6095 - Old Dominion Brush Company, INC	17-credit parts return-dirt shoe LH		09/20/2019	(544.00)
786 - Richard's Small Engine, INC	17-#660 deck spring-8/29/2019		09/20/2019	34.57
786 - Richard's Small Engine, INC	17-#660 deck spring-9/3/2019		09/20/2019	34.57
786 - Richard's Small Engine, INC	17-#660 driveshaft		09/20/2019	539.68
786 - Richard's Small Engine, INC	17-#739 filters and blades		09/20/2019	156.73
19681 - Southeastern Equipment Co, INC	17-parts return-8/21/19		09/20/2019	(92.46)
19681 - Southeastern Equipment Co, INC	17-#459 roller pad		09/20/2019	120.05
19681 - Southeastern Equipment Co, INC	17-#459 water filter		09/20/2019	342.95
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of August 2019		09/20/2019	3,010.67
337 - Stansifer Radio Co, INC	17-#958 pigtail		09/20/2019	7.84
54351 - Sternberg, INC	17-#331 seat valve kit		09/20/2019	59.83
6216 - Terminal Supply, INC	17-stock lighting-2" LED worklamp 900 LU		09/20/2019	597.00
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#963 oil pan gasket		09/20/2019	43.45
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-stock connectors and step lights-8/12/19		09/20/2019	63.44
2096 - West Side Tractor Sales CO.	17-#653 wiring harness		09/20/2019	1,465.58
2096 - West Side Tractor Sales CO.	17-#669 filters		09/20/2019	164.04
2096 - West Side Tractor Sales CO.	17-#669 latch		09/20/2019	195.85
2096 - West Side Tractor Sales CO.	17-#456 reseal cylinder		09/20/2019	354.14
<b>Account 52320 - Motor Vehicle Repair Totals</b>			42	\$16,256.68
<b>Account 52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	17 - wiTech software & hardware-microPad II		09/20/2019	617.75
177 - Indiana Oxygen Company, INC	17-Gases-acetylene large, fuel gases, mix gases, oxygen		09/20/2019	148.49
177 - Indiana Oxygen Company, INC	17-oxygen for torch		09/20/2019	21.59
3286 - Peacetree, INC (PEI Maintenance)	17 - prokees for fuel system		09/20/2019	297.50
<b>Account 52420 - Other Supplies Totals</b>			4	\$1,085.33
<b>Account 53230 - Travel</b>				
3560 - First Financial Bank / Credit Cards	17-Southwest-J. Speer-Lucity training-Kansas City, MO		09/20/2019	267.96



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	17-Southwest-J. Vandeventer-Lucity training-Kansas City, MO		09/20/2019	267.96
3560 - First Financial Bank / Credit Cards	17-Southwest-N. Nickel-Lucity training-Kansas City, MO		09/20/2019	267.96
3560 - First Financial Bank / Credit Cards	17-Southwest-J. Boruff-Lucity training-Kansas City, MO		09/20/2019	267.96
3560 - First Financial Bank / Credit Cards	17-Southwest-C. Axsom-Lucity training-Kansas City, MO		09/20/2019	267.96
3560 - First Financial Bank / Credit Cards	17-Southwest-M. Stinson-Lucity training-Kansas City, MO		09/20/2019	267.96
3560 - First Financial Bank / Credit Cards	17-Southwest-D. Stephens-Lucity training-Kansas City, MO		09/20/2019	279.96
<b>Account 53230 - Travel Totals</b>			7	<u>\$1,887.72</u>
<b>Account 53420 - Worker's Comp &amp; Risk</b>				
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-1/1/18-1/1/19		09/20/2019	17.61
1847 - Hylant of Indianapolis, LLC	10-Excess Workers Comp-City portion-2018-2019		09/20/2019	48.58
<b>Account 53420 - Worker's Comp &amp; Risk Totals</b>			2	<u>\$66.19</u>
<b>Account 53610 - Building Repairs</b>				
51538 - Economy Termite & Pest Control, INC	19-Fleet- Monthly Pest Control Services		09/20/2019	95.00
<b>Account 53610 - Building Repairs Totals</b>			1	<u>\$95.00</u>
<b>Account 53620 - Motor Repairs</b>				
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #669 install rear window glass		09/20/2019	150.00
4044 - Industrial Hydraulics, INC	17-#456 repair hyd cylinder		09/20/2019	318.52
4044 - Industrial Hydraulics, INC	17-#456 hyd cylinder repair		09/20/2019	294.00
2096 - West Side Tractor Sales CO.	17-#456 reseal cylinder		09/20/2019	122.20
<b>Account 53620 - Motor Repairs Totals</b>			4	<u>\$884.72</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/4/2019		09/20/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/4/2019		09/20/2019	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-8/28/19		09/20/2019	70.86
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/28/19		09/20/2019	16.75
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>			4	<u>\$173.92</u>
<b>Account 53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	17 - title fees for new vehicles-3		09/20/2019	45.00
<b>Account 53990 - Other Services and Charges Totals</b>			1	<u>\$45.00</u>
<b>Account 54310 - Improvements Other Than Building</b>				
6222 - Apple, INC	17 - Ipad and covers - 4		09/20/2019	5,085.00



# Board of Public Works Claim Register

Invoice Date Range 09/09/19 - 09/20/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3472 - Lucity, INC	02-asset management web interface software upgrade-Fleet Maint.	BC 2019-37	09/20/2019	6,481.97
	<b>Account 54310 - Improvements Other Than Building Totals</b>		2	<u>\$11,566.97</u>
<b>Account 54420 - Purchase of Equipment</b>				
51565 - EmJay Automotive Equipment, LLC	17 - start all 12/24 volt charger for service truck		09/20/2019	9,250.00
	<b>Account 54420 - Purchase of Equipment Totals</b>		1	<u>\$9,250.00</u>
	<b>Program 170000 - Main Totals</b>		74	<u>\$62,346.21</u>
	<b>Department 17 - Fleet Maintenance Totals</b>		74	<u>\$62,346.21</u>
	<b>Fund 802 - Fleet Maintenance(S9500) Totals</b>		74	<u>\$62,346.21</u>
<b>Fund 804 - Insurance Voluntary Trust</b>				
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 53990.1241 - Other Services and Charges Vision</b>				
3977 - Cigna Health & Life Insurance Company	12-Sept2019 Cigna Dental & Vision Admin Fee \$9,462.83		09/20/2019	7,268.33
	<b>Account 53990.1241 - Other Services and Charges Vision Totals</b>		1	<u>\$7,268.33</u>
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City URM		09/09/2019	87.55
17785 - The Howard E. Nyhart Company, INC	12-City URM		09/09/2019	119.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/09/2019	201.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2019	28.26
17785 - The Howard E. Nyhart Company, INC	12-		09/11/2019	180.13
	<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>		5	<u>\$616.85</u>
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/09/2019	69.77
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2019	2.22
	<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>		2	<u>\$71.99</u>
	<b>Program 120000 - Main Totals</b>		8	<u>\$7,957.17</u>
	<b>Department 12 - Human Resources Totals</b>		8	<u>\$7,957.17</u>
	<b>Fund 804 - Insurance Voluntary Trust Totals</b>		8	<u>\$7,957.17</u>
			314	<u>\$1,515,095.20</u>



# Board of Public Works Claim Register Bank Fees July 2019

Invoice Date Range 08/31/19 - 08/31/19

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 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCC07-19	06-Dept CC Bank Fees for July 2019	Paid by EFT # 30984		08/31/2019	08/31/2019	08/31/2019		08/31/2019	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 010000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCC07-19	06-Dept CC Bank Fees for July 2019	Paid by EFT # 30984		08/31/2019	08/31/2019	08/31/2019		08/31/2019	1.64
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$1.64
					Program 020000 - Main Totals			Invoice Transactions 1		\$1.64
					Department 02 - Public Works Totals			Invoice Transactions 1		\$1.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCC07-19	06-Dept CC Bank Fees for July 2019	Paid by EFT # 30984		08/31/2019	08/31/2019	08/31/2019		08/31/2019	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 060000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 06 - Controller's Office Totals			Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCC07-19	06-Dept CC Bank Fees for July 2019	Paid by EFT # 30984		08/31/2019	08/31/2019	08/31/2019		08/31/2019	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 130000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 13 - Planning Totals			Invoice Transactions 1		\$5.00
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		\$16.64
<b>Fund 452 - Parking Facilities(S9502)</b>										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	PrkGarage07-19	26-Parking Garage July 2019	Paid by EFT # 30983		08/31/2019	08/31/2019	08/31/2019		08/31/2019	1,549.56
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$1,549.56
					Program 260000 - Main Totals			Invoice Transactions 1		\$1,549.56
					Department 26 - Parking Totals			Invoice Transactions 1		\$1,549.56
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 1		\$1,549.56
					Grand Totals			Invoice Transactions 5		\$1,566.20



# Board of Public Works Claim Register

Invoice Date Range 09/04/19 - 09/05/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-090119	25-401 N Morton-Internet Services	Paid by Check # 70337		09/04/2019	09/04/2019	09/04/2019		09/05/2019	1,614.27
								Invoice Transactions 1		\$1,614.27
								Account 53750 - Rentals - Other Totals		\$1,614.27
								Program 254000 - Infrastructure Totals		\$1,614.27
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMRTN-090119	25-401 N Morton-Internet Services	Paid by Check # 70337		09/04/2019	09/04/2019	09/04/2019		09/05/2019	1,375.00
4170 - Comcast Cable Communications, INC	401NMRTN-081819	28-401 N Morton-business services-9/1-	Paid by Check # 70326		09/04/2019	09/04/2019	09/04/2019		09/05/2019	149.85
								Invoice Transactions 2		\$1,524.85
								Program 256000 - Services Totals		\$1,524.85
								Department 25 - Telecommunications Totals		\$3,139.12
								Fund 401 - Non-Reverting Telecom (S1146) Totals		\$3,139.12
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	18003894017-8/19	02-Various locations-street light chqs-bill date	Paid by Check # 70328		09/04/2019	09/04/2019	09/04/2019		09/05/2019	26.72
223 - Duke Energy	81603883012-8/19	02-Countryside & Sunflower-street light	Paid by Check # 70329		09/04/2019	09/04/2019	09/04/2019		09/05/2019	4.01
								Invoice Transactions 2		\$30.73
								Program 200000 - Main Totals		\$30.73
								Department 20 - Street Totals		\$30.73
								Fund 450 - Local Road and Street(S0706) Totals		\$30.73
<b>Fund 452 - Parking Facilities(S9502)</b>										
Department 26 - Parking										
Program 260000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4THSTGAR-AUG19	19-4th St Garage-Final Bill (demo)-water/sewer	Paid by Check # 70325		09/04/2019	09/04/2019	09/04/2019		09/05/2019	68.06
								Invoice Transactions 1		\$68.06
								Account 53530 - Water and Sewer Totals		\$68.06
								Program 260000 - Main Totals		\$68.06
								Department 26 - Parking Totals		\$68.06
								Fund 452 - Parking Facilities(S9502) Totals		\$68.06
<b>Fund 610 - Vehicle Replacement Fund(S0012)</b>										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54410 - Lease Purchase										
941 - Central Indiana Truck Equipment Corporation	115686	16-Rear loading Refuse Truck for Sanitation	Paid by EFT # 30985		09/04/2019	09/04/2019	09/04/2019		09/05/2019	112,674.00
								Invoice Transactions 1		\$112,674.00
								Account 54410 - Lease Purchase Totals		\$112,674.00
								Program 060000 - Main Totals		\$112,674.00
								Department 06 - Controller's Office Totals		\$112,674.00
								Fund 610 - Vehicle Replacement Fund(S0012) Totals		\$112,674.00
<b>Fund 800 - Risk Management(S0203)</b>										
Department 10 - Legal										
Program 100000 - Main										
Account 53420 - Worker's Comp & Risk										
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2019117	10-SIHO-TTD-R.HASH-2019117	Paid by EFT # 30980		09/04/2019	09/04/2019	09/04/2019		09/04/2019	519.22
								Invoice Transactions 1		\$519.22
								Account 53420 - Worker's Comp & Risk Totals		\$519.22
								Program 100000 - Main Totals		\$519.22
								Department 10 - Legal Totals		\$519.22
								Fund 800 - Risk Management(S0203) Totals		\$519.22
<b>Fund 804 - Insurance Voluntary Trust</b>										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	Daily-09/3/2019	12-Daily benefits card funding detail-9/3/2019	Paid by EFT # 30978		09/04/2019	09/04/2019	09/04/2019		09/04/2019	50.00
17785 - The Howard E. Nyhart Company, INC	090419daily	12-FSA Unreimbursed Medical City	Paid by EFT # 30979		09/05/2019	09/05/2019	09/05/2019		09/05/2019	203.52
								Invoice Transactions 2		\$253.52
								Program 120000 - Main Totals		\$253.52
								Department 12 - Human Resources Totals		\$253.52
								Fund 804 - Insurance Voluntary Trust Totals		\$253.52
								Grand Totals		\$116,684.65

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# Board of Public Works Claim Register

Invoice Date Range 08/30/19 - 08/30/19

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 <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	94527ES	06- CityFacNaturalGasCommo	Paid by EFT # 30972		08/30/2019	08/30/2019	08/30/2019		08/30/2019	677.10
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$677.10</u>
								Program <b>010000 - Main</b> Totals	Invoice Transactions 1	<u>\$677.10</u>
								Department <b>01 - Animal Shelter</b> Totals	Invoice Transactions 1	<u>\$677.10</u>
								Fund <b>101 - General Fund (S0101)</b> Totals	Invoice Transactions 1	<u>\$677.10</u>
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	94527ES	06- CityFacNaturalGasCommo	Paid by EFT # 30972		08/30/2019	08/30/2019	08/30/2019		08/30/2019	8.43
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$8.43</u>
								Program <b>200000 - Main</b> Totals	Invoice Transactions 1	<u>\$8.43</u>
								Department <b>20 - Street</b> Totals	Invoice Transactions 1	<u>\$8.43</u>
								Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	Invoice Transactions 1	<u>\$8.43</u>
								Grand Totals	Invoice Transactions 3	<u><u>\$685.53</u></u>

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	7/31/2019	EFT	804	FLEX	8/2/2019	647.11
2	8/1/2019	EFT	804	H.S.A. EE	8/1/2019	19,809.13
3	8/1/2019	EFT	801	IACT	8/9/2019	873,595.10
4	8/1/2019	EFT	801	Dental	8/2/2019	43,864.81
5	8/1/2019	EFT	804	FLEX	8/2/2019	885.50
6	8/2/2019	EFT	800	Work Comp	8/7/2019	1,127.69
7	8/2/2019	EFT	804	FLEX	8/5/2019	163.93
8	8/3/2019	EFT	804	FLEX	8/5/2019	174.74
9	8/4/2019	EFT	804	FLEX	8/5/2019	142.31
10	8/5/2019	EFT	804	FLEX	8/6/2019	35.05
11	8/5/2019	EFT	804	FLEX	8/6/2019	180.00
12	8/6/2019	EFT	804	FLEX	8/7/2019	398.64
13	8/7/2019	EFT	804	FLEX	8/8/2019	1,090.26
14	8/8/2018	EFT	804	FLEX	8/9/2019	180.52
15	8/9/2019	EFT	804	FLEX	8/9/2019	363.48
16	8/9/2019	EFT	804	FLEX	8/12/2019	199.58
17	8/10/2019	EFT	804	FLEX	8/12/2019	395.96
18	8/11/2019	EFT	804	FLEX	8/12/2019	292.93
19	8/13/2019	EFT	804	FLEX	8/14/2019	294.41
20	8/13/2019	EFT	804	FLEX	8/14/2019	475.00
21	8/14/2019	EFT	800	Work Comp	8/14/2019	1,127.69
22	8/14/2019	EFT	804	FLEX	8/15/2019	85.00
27	8/15/2019	EFT	804	H.S.A. EE	8/15/2019	18,096.05
28	8/15/2019	EFT	804	FLEX	8/19/2019	361.06
29	8/17/2019	EFT	804	FLEX	8/19/2019	832.86
26	8/16/2019	EFT	804	FLEX	8/19/2019	245.54
30	8/18/2019	EFT	804	FLEX	8/19/2019	42.33
25	8/19/2019	EFT	804	FLEX	8/20/2019	136.84
24	8/20/2019	EFT	804	FLEX	8/20/2019	1,160.00
23	8/21/2019	EFT	800	Work Comp	8/21/2019	67,102.55
31	8/21/2019	EFT	800	Work Comp	8/21/2019	2,320.50
32	8/19/2019	EFT	800	Work Comp	8/21/2019	1,127.69
33	8/20/2019	EFT	804	FLEX	8/21/2019	470.07
34	8/21/2019	EFT	804	FLEX	8/22/2019	388.92
35	8/22/2019	EFT	804	FLEX	8/28/2019	877.47
36	8/23/2019	EFT	804	FLEX	8/28/2019	364.53
37	8/24/2019	EFT	804	FLEX	8/28/2019	58.63
38	8/25/2019	EFT	804	FLEX	8/28/2019	372.17
39	8/27/2019	EFT	801	GYM/MASSAGE	8/27/2019	5,627.78
40	8/27/2019	EFT	804	FLEX	8/27/2019	170.31
41	8/27/2019	EFT	804	FLEX	8/27/2019	1,261.00
42	8/28/2019	EFT	804	FLEX	8/28/2019	92.48
43	8/27/2019	EFT	804	FLEX	8/28/2019	115.00
44	8/28/2019	EFT	804	FLEX	8/28/2019	2.18
45	8/28/2019	EFT	804	H.S.A. EE	8/28/2019	17,931.13
46	8/28/2019	EFT	800	Work Comp	8/28/2019	519.22
47	8/29/2019	EFT	804	DLEX	8/29/2019	373.79
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

1,064,776.94

ALLOWANCE OF CLAIMS

\$ 1,064,776.94

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

\_\_\_\_\_  
 \_\_\_\_\_

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

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**

**Board: Board of Public Works Claim Register**

<u>Date:</u>	<u>Type of Claim</u>	<u>FUND</u>	<u>Description</u>	<u>Bank Transfer</u>	<u>Amount</u>
8/31/2019	Bank Fees				1,566.20
9/20/2019	Claims				1,515,095.20
9/5/2019	Special Utility Claims				117,370.18
8/31/2019	Month Of Aug HSA/WorkComp/MT & Gym/CIGNA Sales Tax For August 2019				1,064,776.94
					<u><u>2,698,808.52</u></u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 2,698,808.52

**Dated this 17th day of September 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 Office \_\_\_\_\_