

**Board of Public Works Meeting
October 15, 2019**



AGENDA BOARD OF PUBLIC WORKS

**A Regular Meeting of the Board of Public Work to be held Tuesday October 15,
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. CONSENT AGENDA

1. Approve Minutes 10-1-19
2. Resolution 2019 – 97: Approve Use of Pushcart in the Public Right of Way (Big Dawgs LLC)
3. Approve Use of the Public Right of Way, 2019 Turkey Trot (Thursday, November 28, 2019)
4. Approve Noise Permit for Oíche Samhna, Sponsored by Crimson Clovers Irish Dancers at IU (Thursday, October 31, 2019 8-10pm)
5. Approve Payroll

IV. NEW BUSINESS

1. Approve Shared-Use Motorized Scooter Operator License Application with Neutron Holdings, Inc. d/b/a Lime
2. Approve Change Order #2 for Downtown Curb Ramp Improvements Phase II Project
3. Resolution 2019 – 98: Approve Request from Strauser Construction Co., Inc. to Use Public Right-Of-Way for Placement of POD Storage at 201 S College Ave.
4. Approve Request from Duke Energy for Lane and Alley Closure for Installation of New Poles along W 11th Street
5. Resolution 2019 – 99: Approve Change of Street Name, N. Range Rd. to E. Discovery Pkwy.
6. Approve Contract with Tatman, Sims, & Pedigo Corp for Right of Way Tree Clearing on E. Rogers Rd. and S. Henderson St.
7. Approve Change Order #1 – Walnut Street Garage Stairwell Project
8. Agreement for Pavement Milling Services for E. Hillside Drive from S. Walnut Street to S. Highland Avenue
9. Approval of Agreement with Kevin Huntley Excavating to Repair Existing Dam at the South Adams & West Tapp Rd Pond

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. 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**

The Board of Public Works meeting was held on Tuesday, October 1, 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: Christina Smith – Public Works
Michael Large – Public Works
Jacquelyn Moore – City Legal
Mike Rouker – City Legal
Sara Gomez – Planning and Transportation

Vice President Beth H. Hollingsworth wanted to thank everyone who worked over the weekend to make the 2019 Lotus World Music Festival a success.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. **Approve Minutes 9 – 17 – 19**
2. **Resolution 2019-95: Approve Renewal of Pushcart in the Public Right-of-Way (Chocolate Moose)**
3. **Resolution 2019-96: Approve Renewal of Mobile Vendor in the Public Right-of-Way (Pili’s Party Taco Truck #2)**
4. **Approve Noise Permit for Prayer for Life Rally (Sunday, October 13th)**
5. **Approve Outdoor Lighting Service Agreements with Duke Energy**
6. **Approve Agreement for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right-of-Way with St. Remy Homeowners Association**
7. **Approve Payroll**

CONSENT AGENDA

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

Sara Gomez, Planning and Transportation, presented Summit Woods Phase 3 Final Plat. See meeting packet for details.

1. Approve Acceptance of Summit Woods Phase 3 Final Plat

Board Comments: Hollingsworth asked Gomez to elaborate on the additional improvements to Ezekiel Drive. Gomez explained that the dead end portion of Ezekiel Drive that heads north will include the addition of curbs, sidewalks, and tree plots. These improvements are part of the Summit Woods Phase 3 Final Plat.

Palazzo made a motion to approve Acceptance of Summit Woods Phase 3 Final Plat. Hollingsworth seconded the motion. Motion is passed.

2. Approve Shared-Use Motorized Scooter Operator License Application with Bird Rides, Inc.

Mike Rouker, City Legal, presented Shared-Use Motorized Scooter Operator License Application with Bird Rides, Inc. See meeting packet for details.

Public Comments: Miles Shook, Government Affairs Bird Rides Inc., addressed the Board.

Board Comments: Hollingsworth inquired about what a “Bird Watcher” was referring to in the company’s application. Shook stated that Bird Watchers are contracted part time employees that live locally and ensure that the Bird units placed on the City’s streets were in compliance with the rules and regulations set forth in the agreement. Shook went on to distinguish the “Watchers” from the “Chargers”, who then place the fully charged scooters in what is referred to as “Nests” in and around the city.

Hollingsworth asked how Bird was made aware of dead or damaged units on City streets. Shook explained that while the units utilize GPS for location and battery life services, the company relies on user feedback to establish the need to pick up dead or damaged units. Shook went on to explain that the public can report issues regarding abandoned units on their website, by phone, or through the company app. Palazzo inquired about the ride requirement thresholds set forth in the agreement. Shook stated he would like to see the requirements lowered based on the smaller number of units here in Bloomington. By comparison

Indianapolis has about 1,000 units where as Bloomington currently has about 200 units. The company uses 2 rides per unit per day to determine fleet size, so the use of the 4 rides per day outlined in the current agreement is something that they would like to negotiate going forward. Palazzo asked staff about the clause that outlines the Board of Public Works' ability to reduce the size of the fleet through the Department of Economic and Sustainable Development (ESD). Palazzo asked if this was the Boards' direct responsibility or if it fell solely to the Department of Economic and Sustainable Development. Rouker confirmed that fleet size could be directly affected by ESD. Hollingsworth asked about the Education Program provided by the company, more directly how they were reaching out to users outside of the Indiana University campus. Shook stated that while the company has focused on rider safety education on campus, they have done very little to address these issue with riders within the city. Shook agreed that they could do a better job at reaching out to those individual users and stated that the company was open to suggestions. Bird has previously spoken with Mary Catherine Carmichael to reach out to local businesses and have events to address safety programs. To maximize engagement when ridership is highest, they plan on holding events in the spring in 2020.

Hollingsworth asked how the company would address the issue of users not wearing helmets while riding. Shook stated that the use of helmets is a difficult policy to enforce. Bird does provide helmets at no charge when requested by users. Cox Deckard suggested the opportunity to offer helmets to users who visit. Having a supply of helmets at a centralized location would allow those who choose to wear one to have that option. Cox Deckard commended the plan supplementing on site education with targeted social media campaigns specifically targeted to our geographical area and key user demographics. Shook agreed that having a more comprehensive approach is beneficial. Cox Deckard inquired about what the liability insurance covers. She clarified that if the unit is defective then the company is responsible but overall the rider is responsible for any accidents. Palazzo inquired about why the company's license was revoked in Charlottesville, VA. Shook stated that the license was revoked because the entire fleet was swapped out at the same time leading to there being no scooters available. It was not because of any issues or incidents that he was aware of. Palazzo inquired about the overall ease of the current application and if Shook, as the representative, had any advice on how to improve it going forward. Shook stated that overall this application was very straightforward and easy to complete. While the company wishes that they had more time to complete it, they were very happy with the simplicity of the contents. The conversation continued regarding the variety of units on the street and components of those models. Shook lastly stated that the size of the fleet is

scaled down during the winter months. Once weather is warmer and inclement weather is determined to be at a minimum then they will once again increase the size of the fleet. Hollingsworth inquired about accident rates. Shook stated that the accident rates are on par with those of bicycles. He went on to say that he could send along reports to the Board for their review.

Palazzo made a motion to Approve Shared-Use Motorized Scooter Operator License Application with Bird Rides, Inc. Hollingsworth seconded the motion. Motion is passed.

STAFF REPORTS & OTHER BUSINESS

Cox Deckard revisited a previously approved event, Switchyard Brewing Company 1st Annual Fall Hootenanny Music Festival. The Board has reconsidered the request and will allow the noise permit to expire at 11pm on Friday, October 4, 2019.

1.Reconsideration of Event Time Switchyard Brewing Company 1st Annual Fall Hootenanny Music Festival

Hollingsworth made a motion to change the time from 10pm to 11pm. Palazzo second the motion. Motion is passed.

APPROVAL OF CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$ 741,923.86 Palazzo seconded. Claims are approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:00 P.M.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 2019-97 - Pushcart in right of way
Petitioner/Representative: Michael Burnett, Owner of Big Dawgs LLC
Staff Representative: Laurel Waters
Meeting Date: October 15, 2019

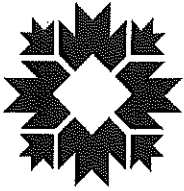
Michael Burnett, owner of Big Dawgs LLC, has applied for Pushcart License to operate a pushcart in the City's right of way. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling hot dogs.

This application is for one year beginning October 16, 2019, to October 15, 2020.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Michael Burnett		
Title/Position:	CEO		
Date of Birth:	5/16/1999		
Address:	50933 Sharpstone Ct		
City, State, Zip:	Granger, IN, 46530		
E-Mail Address:	mburnett900@gmail.com		
Phone Number:	574-847-4723	Mobile Phone:	

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact for the city.

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

4. Company Information

Name of Employer:	Michael Burnett / Big Dawgs LLC			
Address of Employer:	50933 Sharpstone Ct			
City, State, Zip:	Granger, IN, 46530			
Employment Start Date:	9/1/19	End Date (If known):		
Phone Number:	574-847-4323			
Website / Email:	mburnett900@gmail.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

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

Name	Address

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	8/26/19
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:		10:00pm - 2:00 am
Place or places where you will conduct business (If private property, attach written permission from property owner):		Kickwood, Peoples Park, N Walnut St
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.		Please Attach
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate 	✓
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.	✓
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State.	✓
<input checked="" type="checkbox"/>	A copy of your Employer ID number	✓
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement	✓
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement	✓
<input checked="" type="checkbox"/>	Fire inspection (if required)	✓
<input checked="" type="checkbox"/>	Picture of pushcart	✓
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler	○

For City Of Bloomington Use Only

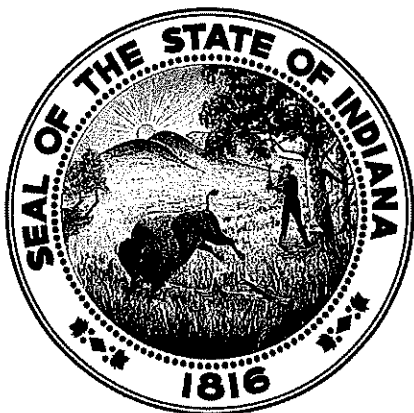
Date Received:	Received By:	Date Approved:	Approved By:
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State of Indiana
Office of the Secretary of State

Certificate of Organization
of
BIG DAWGS LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 26, 2019.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 26, 2019.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201908261342315 / 8361015

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/26/2019 10:38 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201908261342315
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME BIG DAWGS LLC
PRINCIPAL OFFICE ADDRESS 50933 Sharpstone Ct, Granger, IN, 46530, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Michael Burnett
ADDRESS 50933 Sharpstone Ct, Granger, IN, 46530, USA
SERVICE OF PROCESS EMAIL mburnett900@gmail.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 08/26/2019
EFFECTIVE TIME 12:01AM

ARTICLE IV - PRINCIPAL(S)

TITLE CEO
NAME Michael Burnett
ADDRESS 50933 Sharpstone Ct, Granger, IN, 46530, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes
IS THE LLC A SINGLE MEMBER LLC? Yes

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/26/2019 10:38 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **August 26, 2019**.

SIGNATURE

Michael Burnett

TITLE

Agent

Business ID : 201908261342315

Filing No : 8361015



**FOOD
LIABILITY
INSURANCE
PROGRAM**

<http://www.flipprogram.com>

844-520-6992

Powered by Veracity Insurance
Solutions, LLC



Great American Alliance Insurance Company
301 E. Fourth Street, 25 S
Cincinnati, OH 45202-4201

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM
CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: GREAT AMERICAN ALLIANCE INSURANCE COMPANY	POLICY NUMBER: PL2664771
NAMED INSURED: BEAUTY HEALTH & TRADE ALLIANCE	
CERTIFICATE HOLDER: Big Dawgs LLC	CERTIFICATE NUMBER: F076837X
ADDRESS: 50933 Sharpstone Ct, Granger, Indiana 46530	
POLICY PERIOD: 09/01/2019 to 09/01/2020 12:01 A.M. Standard Time at the Address of The Certificate Holder	

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000	
Products-Completed Operations Aggregate Limit	\$	2,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
General Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	300,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person
Professional Coverage Extension	\$	Not Purchased	Each Claim
	\$	Not Purchased	Aggregate
Professional Coverage Deductible	\$	Not Purchased	Each Claim
Liability Deductible			None

FORM OF BUSINESS: LLC

PREMIUM:	\$	171	
BHTA Fee:	\$	74	
TOTAL ANNUAL COST:	\$	449	(The cost is 100% earned/non refundable)
CODE NUMBER: 11168	PREMIUM BASIS: Gross Sales	EXPOSURE: Up to \$50,000	
BUSINESS DESCRIPTION: Food Trailer			

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

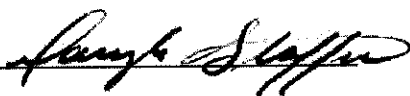
FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

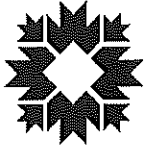
FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY



Veracity Insurance Solutions, LLC
260 South 2500 West Suite 303
Pleasant Grove Utah 84062
888-568-0548
info@flipprogram.com

ADMINISTRATOR'S SIGNATURE: 



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

- € No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- € No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- € No pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- € No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- € No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- € No pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- € No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- € No pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- o Between the north side of Dodds Street and the south side of 2nd Street
- o Between the north side of 3rd Street and the south side of 4th Street
- o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Michael Burnett

Signature: 

Date: 9/1/19



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Michael Burnett

Name, Printed

Signature

9/1/19

Date Release Signed



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- € Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure
 - Provide a barrier between the grill or device and the general public
 - The spark, flame or fire shall not exceed 12 inches in height
 - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- € Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- € Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- € No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.


The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

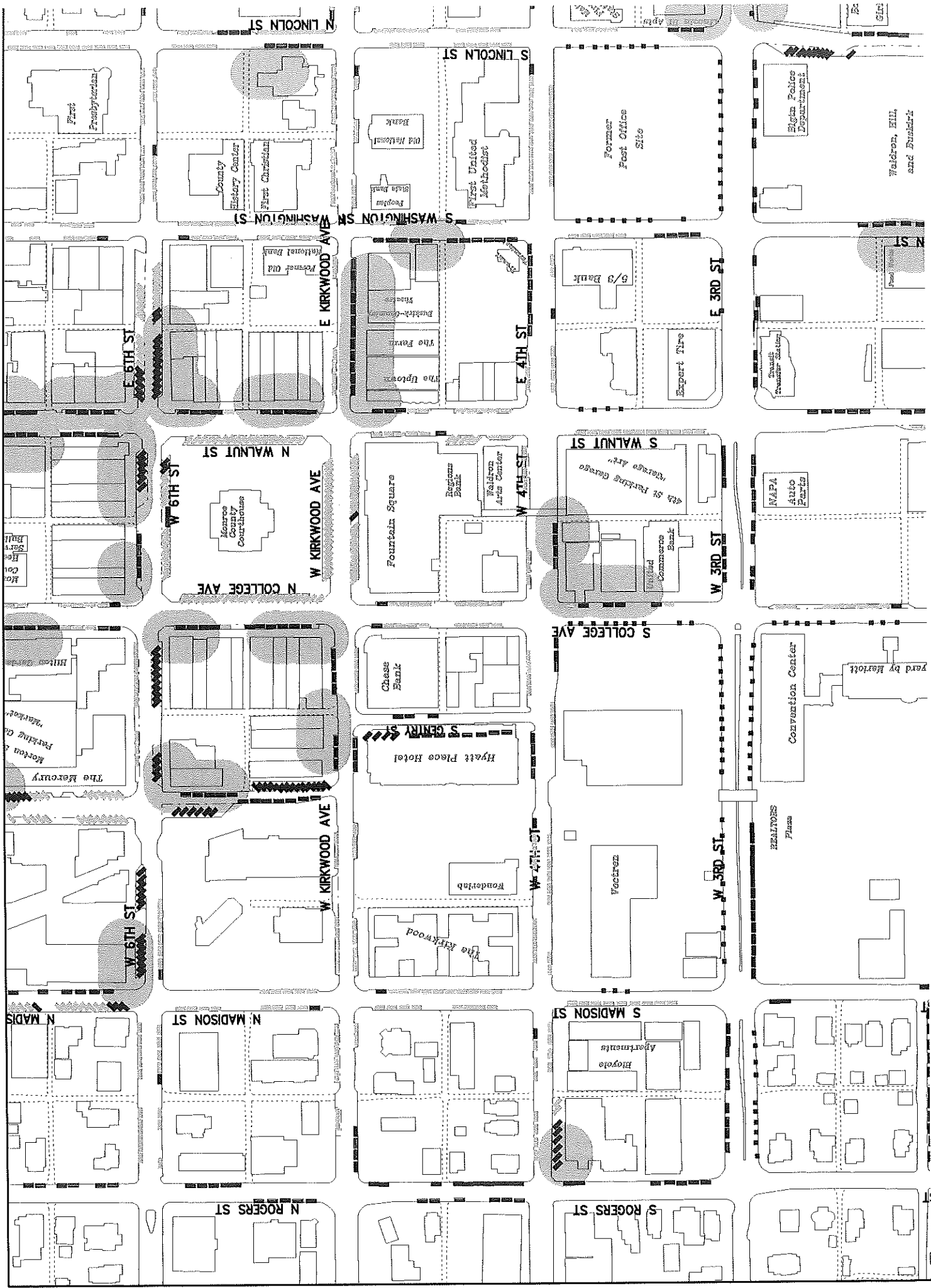
I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

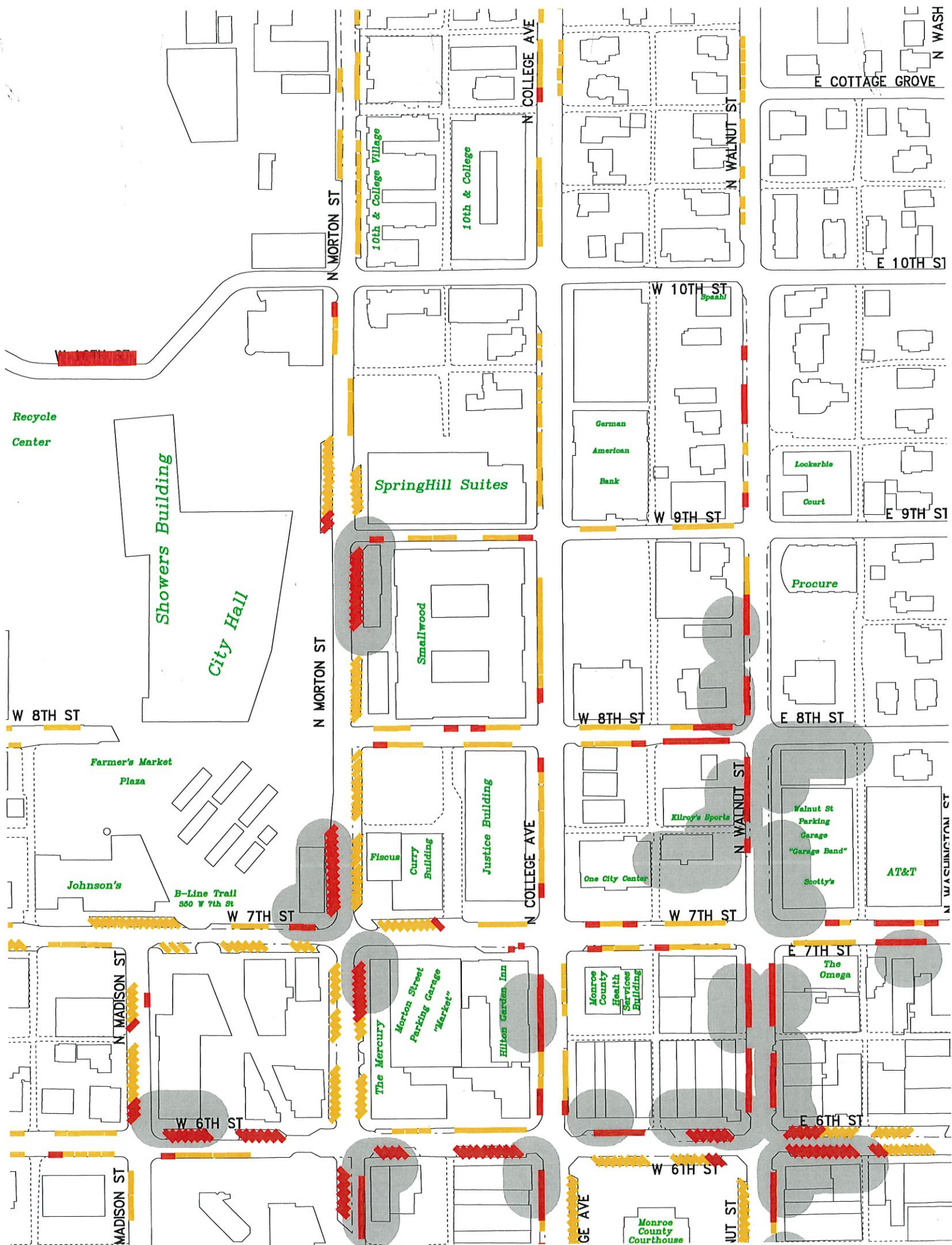
Vendor:

Name: Michael Burnett

Signature: 

Date: 9/1/19





Recycle
Center

Showers Building

City Hall

SpringHill Suites

Smallwood

Justice Building

The Mercury

Morton Street
Parking Garage
"Market"

Hilton Garden Inn

Monroe County
Health Services
Building

Monroe County
Courthouse

German
American
Bank

Lockarbie
Court

Procure

Walnut St
Parking
Garage
"Garage Band"
Scotty's

AT&T

The
Omega

N MORTON ST

N COLLEGE AVE

N WALNUT ST

N WASH

E COTTAGE GROVE

E 10TH ST

W 10TH ST

W 9TH ST

E 9TH ST

W 8TH ST

N MORTON ST

W 8TH ST

E 8TH ST

Farmer's Market
Plaza

Johnson's

B-Line Trail
350 W 7th St

W 7TH ST

Ficus
Curry Building

N COLLEGE AVE

Kilroy's Sports

One City Center

W 7TH ST

Walnut St
Parking
Garage
"Garage Band"
Scotty's

N WASHINGTON ST

N MADISON ST

W 6TH ST

The Mercury
Morton Street
Parking Garage
"Market"

Hilton Garden Inn

Monroe County
Health Services
Building

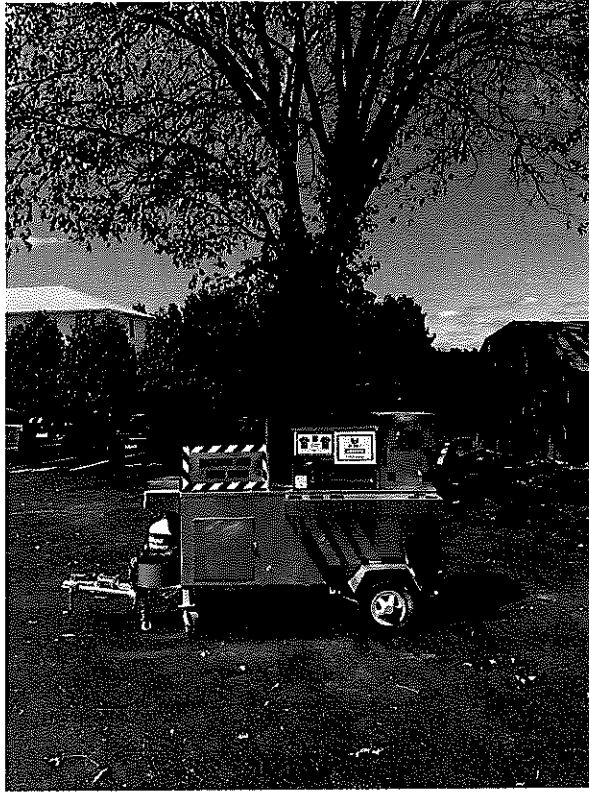
W 6TH ST

E 6TH ST

MADISON ST

GE AVE

UT ST



City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 08/28/2019

Business Name: Big Dawg's (Mobile Food Cart)

Address: 50933 Sharpstone CT
Granger, IN 46530

Phone: CELL 574-847-4323

The following permit has been issued:

Permit No. 19-00162

Type: FOOD Temporary Vender/Cooking

Issued Date: 08/28/2019

Effective Date: 08/28/2019

Expiration Date: 08/28/2020

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington for more information.

Inspector: Tim Clapp



Date 8/28/2019

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



BIG DAWGS LLC
MICHAEL BURNETT
50933 SHARPSTONE CT.
GRANGER, IN 46530

2019

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued OCT 04 2019

By *Thomas W. Sharpe*

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-97**

**Pushcart in Public Right of Way
Big Dawgs LLC**

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

WHEREAS, Big Dawgs LLC (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose of selling food via a pushcart; and

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090; and

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart until October 15, 2020.

2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
- d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

RESOLUTION 2019-97

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOPTED THIS 15th DAY OF OCTOBER, 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2019-97 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Michael Burnett, Owner
Big Dawgs LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Turkey Trot

Petitioner/Representative: Sue Aquila/Bloomington Bagel Company

Staff Representative: Sean Starowitz

Meeting Date: October 15, 2019

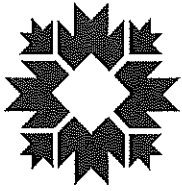
Event Date: November 28, 2019

Bloomington Bagel Company has sponsored this Thanksgiving morning 5K run/walk for several years. The route includes sidewalks only on Dunn, 3rd, 6th, 7th, 10th, and Union Streets as well as Woodlawn Avenue and Indiana Avenue. The run begins on November 28, 2019 at 7:30 a.m. and is over by 9:00 a.m. A half hour on either side has been allowed for set up/tear down. They expect approximately 500 -800 runners/walkers will participate depending on weather.

Bloomington Police Department has advised this event does not fall in the parameters to require a Parade Permit. Participants will stay on the sidewalk and utilize crosswalks when crossing the street.

Staff recommends approval of the request.

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



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

Oct 15

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: Suzanne K Aquila
Contact Phone: Mobile Phone: 812-322-8209
Title/Position: President
Organization: Bloomington Bagel Co., Inc.
Address: 113 N Dunn St
City, State, Zip: Bloomington IN 47408
Contact E-Mail Address: sue@bbcbagel.com
Organization E-Mail and URL: www.bbcbagel.com
Org Phone No: 812-333-4653 Fax No:

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

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

Organization Name:
Address:
City, State, Zip:
E-Mail Address:

Phone Number:

Mobile Phone:

Organization
Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number:

Mobile Phone:

3. Event Information

Type of Event Metered Parking Space(s) Run/Walk Festival Block Party
 Parade Other (Explain below in Description of Event)

Date(s) of Event: Thanksgiving Morning Each year

Time of Event: Date: Start: 7:30am Date: End: 9:00am

Setup/Teardown time
Needed Date: Start: Date: End:

Calendar Day of
Week: Thursday

Description of Event: Free 5K for the community every Thanksgiving morning for over 10 years. BBC provides a water bottle to each participant and free bagels/coffee to the community in our store on N Dunn St. We ask all participants to run on the sidewalk, we have volunteers at every turn and no aid stations. All trash is collected onsite at the BBC.

Expected Number of
Participants: 500

Expected # of vehicles (Use of Parking
Spaces to close): 0

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

- 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
 - 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 (where type 3 barricades will be placed)

- Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/ other)

- A properly executed Maintenance of Traffic Plan
 - Determine if No Parking Signs will be required

- Noise Permit application

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

- 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)

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
- Noise Permit application Not applicable
- Beer & Wine Permit 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.
- 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)

**8.
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

- 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)

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		

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

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

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

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

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

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

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

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 _____.

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 _____ 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. 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:

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department	119 W. 7th St. Bloomington,	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington,	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of	401 N. Morton St. Suite 250	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065

Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
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Board of Public Works Staff Report

Project/Event: Irish Traditional Dance Party

Petitioner/Representative: Caroline Tatem-IU Crimson Clovers Irish Dancers

Staff Representative: Christina Smith

Meeting Date: October 15, 2019

Event Date: Thursday, October 31, 2019

Caroline Tatem, IU Crimson Clovers Irish Dancers, wishes to hold an event with an acoustic live band without amplified sound at the Waterfall Shelter at Lower Cascades Park from 8:00 p.m. to 10:00 p.m. on Thursday, October 31, 2019.

Petitioner has applied and received permission from the Parks and Recreation Department to utilize the park.

Staff supports the noise permit request.

Oíche Samhna - Costumed Ceili
Irish Traditional Dance Party (Ceili) for Halloween

Crimson Clovers Irish Dancers at IU
Caroline Tatem, President
cjtatem@iu.edu

Event Agenda / List of activities

- live Irish traditional music
- *live bagpipe music (possibly)*
- live Irish dance performance
- live Morris (English traditional) dance performance
- social / interactive Irish traditional dancing
- brief 2-3 act mummer's play
- storytelling by the fire
- Halloween candy and warm drinks (tea and apple cider)



PARK SPECIAL EVENT APPLICATION

City of Bloomington
Parks and Recreation Department
401 N. Morton Street, Suite 250
Bloomington, IN 47401
812-349-3700

- Park operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

1. Applicant Information

Contact Name: _____
Contact Phone: _____ Mobile Phone: _____
Title/Position: _____
Organization: _____
Address: _____
City, State, Zip: _____
Contact Email Address: _____
Organization Email and URL: _____
Organization Phone Number: _____ Fax Number: _____

2. Event Information

Name of Event: _____
Type of Event: Concert Cultural Reunion Entertainment
 Fundraiser Parade Sports Walk/ Run
 Festival Public Info

(All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3700. GIS maps are available on line at <http://bloomington.in.gov/maps/>. A copy of your proposed route must be attached to this application.)

Date (s) of Event: _____
Time of Event: _____ Date: _____ Start: _____
Date: _____ End: _____
Setup/Teardown time Needed: Date: _____ Start: _____
Date: _____ End: _____

Description of Event:



Expected Number of Participants: _____
Peak Attendance: _____ at Time: _____

Requested Event Location: Park Name _____

Facilities in Park (e.g. shelter, park, grounds, etc.) _____
(If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.)

3. Event Specifics

Will any signs, banners or flyers be hung or posted? _____

Do you plan to erect temporary structures such as stages, tents, booths, tables, bounce houses, etc. for this event? _____

(If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides**)

Company contracting with on above items: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Is this event open to the public? Yes No

Accommodations you are providing for person with special needs:

Will donation/contributions be accepted during this event? Yes No

Will there be an admission charge to attend/participate? Yes No

Type Fee(s): _____ Fee Amount: _____

Do you plan to sell, distribute or give away refreshments and/or merchandise?

Yes No

List Type and Number of Booths:

(Bloomington Parks and Recreation will charge a \$25.00-\$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admission charges or monies collected while on park property.)

Do you plan to sell or distribute alcohol?

(Alcohol sales in City-owned parks, trails, and spaces require the approval of Board of Park Commissioners and Director of Parks and Recreation. Please see the "2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit".)

Yes No



Will there be displays, literature, or other types of solicitation?

Yes No

Do you request access to the restrooms in the Allison- Jukebox Community Center?

(There is a minimum charge of \$35/hr to open the Allison-Jukebox for restroom use. Use of the "Whole Building" at the Alison Jukebox Community Center includes the 2 available activity rooms, the restrooms, and the kitchenette area of the building.)

Yes No

Please check all that is needed:

	Per Hour
<input type="checkbox"/> Activity Room – Carpet	\$35-\$55 per hour
<input type="checkbox"/> Activity Room - Tile	\$35-\$55 per hour
<input type="checkbox"/> Restroom only with Park Use	\$30-\$50 per hour
<input type="checkbox"/> Whole Building	\$55-\$85 per hour

Are you providing additional portable toilets for your event? Yes No

How Many? _____ Location: (show on map) _____

(Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.)

Please describe how you plan to remove trash from the event site:

Person responsible for cleanup: _____

Contact Name: _____ Relationship to Organization: _____

Contact Number: _____

1. Event Security

What are your plans for severe weather?

Do you have a scheduled rain date or location? Yes No

If yes, please list: _____

Who will be the on-site person responsible for making weather/emergency decisions?

(In the event of an emergency at your event, please notify Bloomington Parks and Recreation within 24 hours of the emergency situation occurring. Please contact 812.349.3725.)

Contact Person: _____

Contact Phone Number: _____



What are your plans for providing security, traffic and/or crowd control:

Contact Person: _____
Company Name: _____
Contact Phone Number: _____

What are your parking plans? Overflow Parking?

What are your plans for providing emergency/medical services?

2. Event Entertainment

Do you plan on providing musical entertainment for this event? Yes No

Describe: _____

Will any type of sound amplifying equipment or devices be used in conjunction with this event?

Yes No

Type of Equipment: _____

Quantity: _____

If musical entertainment is used, please list contact information for sound technicians:

Do you plan to provide other entertainment for this event? Yes No

Attach planned program: _____

Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event?

Yes No

Are you providing a generator as a power source? Yes No

Electrical Needs: _____

Are there any special provisions pertaining to your event that have not been addressed on this application? Yes No

If yes, please list: _____



APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- Application for Rental Agreement**
- Application Fee \$25/non-refundable**
- Event Site Plan**
- Event Agenda/List of Activities**

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:			
Location of Event:			
Date of Event:		Time of Event:	Start:
Calendar Day of Week:			End:
Description of Event:			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

October 15, 2019

Date

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/11/2019	Payroll				415,286.77
					<u>415,286.77</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 \$ 415,286.77

Dated this 15th day of October year of 2019.

Kyla Cox Deckard President **Beth H. Hollingsworth Vice President** **Dana Palazzo Secretary**

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

Fiscal Officer _____

Board of Public Works Staff Report

Project/Event: Application for Shared-Use Motorized Scooter Operator License

Petitioner: Neutron Holdings, Inc. d/b/a Lime

Staff Representative: Michael Rouker, City Attorney
Jennifer Lloyd, Assistant City Attorney
Alex Crowley, Director Economic and Sustainable Development

Date: October 15, 2019

Report: Neutron Holdings, Inc., d/b/a Lime has been operating a shared-use motorized scooter business in Bloomington since September, 2018. In November, the City entered into an interim operating agreement with Neutron Holdings pending the development and enactment of long-term scooter legislation. This legislation was enacted effective September 1, 2019 and at its September 17 meeting the Board of Public Works approved a form license application for use by interested scooter companies. Neutron Holdings (operating as “Lime,”) has submitted its license application for approval by the Board of Public Works.

Pertinent considerations:

- The application as submitted responds to the City’s requirements, with the minor exception that two of the required safety notices are not yet displayed on the scooters. Lime is ordering updated stickers that will be added to the scooters in coming weeks. Please note that this information is provided to users elsewhere through the app and the Bloomington-specific webpage.
- Lime offers an access plan that provides a significantly greater benefit to low-income riders than is required by the City.
- Lime has not applied to be part of the optional Bikeshare program that would lower its per-ride scooter cost.

Staff recommends approval of Lime’s application for a Shared-Use Motorized Scooter Operator License.

Recommend Approval Denial by: Jennifer Lloyd

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 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	Neutron Holdings DBA Lime
Address of Company	85 2nd St. 1st Floor
City, State, Zip	San Francisco CA 94607
Phone Number	1-888-546-3345
Website	https://www.li.me/en-us/home
Email	support@limebike.com
Social Media Website	@limebike

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): LLC Corporation Partnership Sole Proprietor Other

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

Date of Incorporation or Organization:	January 3, 2017
State of Incorporation or Organization:	Delaware
(If not Indiana) Date qualified to transact business in the State of Indiana:	January 3, 2017
Employer Identification Number	81-4870517

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:

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.

Scooter Make	Scooter Model	Color
SJ and SZ	Gen 2.5	Black/White/Green

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

Lime is provided at no cost to the municipality. For the rider, our standard pricing is \$1.00 to unlock a vehicle, and \$0.25 cents per minute to ride.

Participants in any Federal, state, or local economic assistance program receives more than 70% off through our Lime Access program. For Lime Access customers, the pricing is \$.50 to unlock a vehicles and \$.07/minute. Further information on the Lime Access program can be found here: <https://www.li.me/community-impact>

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

Our operations team "touches" each scooter at least once per week. Each "touch" includes a full safety evaluation: inspection of the brake, handle bar, grip, bell, battery damage or wear, lights, scooter cleanliness, and more.

If any scooter is found by our team or reported to us (through any of our channels including on social media) as being in disrepair, our operations team will either address the issue on site or bring the scooter back to our warehouse for repairs. A scooter that is reported or found to be in disrepair is taken off the system so that riders cannot use the scooter until we inspect it.

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):

The Bloomington team is led by David VanDeventer. David serves as our Operations Manager in Bloomington, overseeing our local operations team.

We have multiple Operations Specialists(OS) working a variety of hours. These OS patrol various parts of the city via foot/scooter patrol, an electric assist trike or via a van. Duties of OS include inspecting scooters for safety, inspecting/adjusting deployments by juicers, educating community members to inform them of parking/riding regulations, retrieving scooters that need maintenance, and responding to complaints and removing scooters if needed. We also have mechanics that inspect all scooters that come to the warehouse and make any necessary repairs to ensure rider safety.

Our operational efforts will be supported by Lime "Juicers." Juicers are members of the community who pick up scooters when the battery is low, recharge the scooters, and then

redeploy them later that day or the following morning. Being a Juicer allows local residents to make money in their spare time.

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

See Attached Document

- 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.*

See Attached Document

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:*

1-888-546-3345

- 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):*

<http://www.li.me/locations/bloomington>

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

Helmets will be available at 5231 S. Old State Rd. 37 or by calling 1-888-546-3345 if they are unable to travel to the warehouse. In order to pick up their free helmet provided by Lime, users must show that they possess an active Lime Scooter account.

- 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.*

See Attached Document

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

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.

Sean Arroyo

Printed Name



Signature

Regional General Manager

Title

9/25/2019

Date

Neutron Holdings DBA Lime

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:

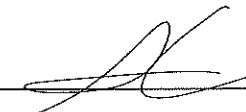
The City of Bloomington may, at its sole discretion, designate special event areas in which scooters are temporarily prohibited from being located or operated. The City shall provide the Operator three days' notice of such designation, including a description of the area and the dates/times of the prohibition.

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.

Sean Arroyo

Printed Name



Signature

Regional General Manager

Title

9/26/2019

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Neutron Holdings, Inc. DBA Lime 85 Second Street, 1st Floor San Francisco CA 94105 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Lloyd's Syndicate No. 1969		AA1120106
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570078440235 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSUSA1904076 SIR applies per policy terms & conditions	05/01/2019	05/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	
							Products-Comp/Op Occ	\$1,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-661-067212-029	03/12/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			CSUSA1904079 SIR applies per policy terms & conditions	05/01/2019	05/01/2020	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bloomington is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington, IN 401 N. Morton St. Bloomington IN 47404 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier :

570078440235

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Neutron Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570078440235			
CARRIER See Certificate Number: 570078440235	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Covered Autos:

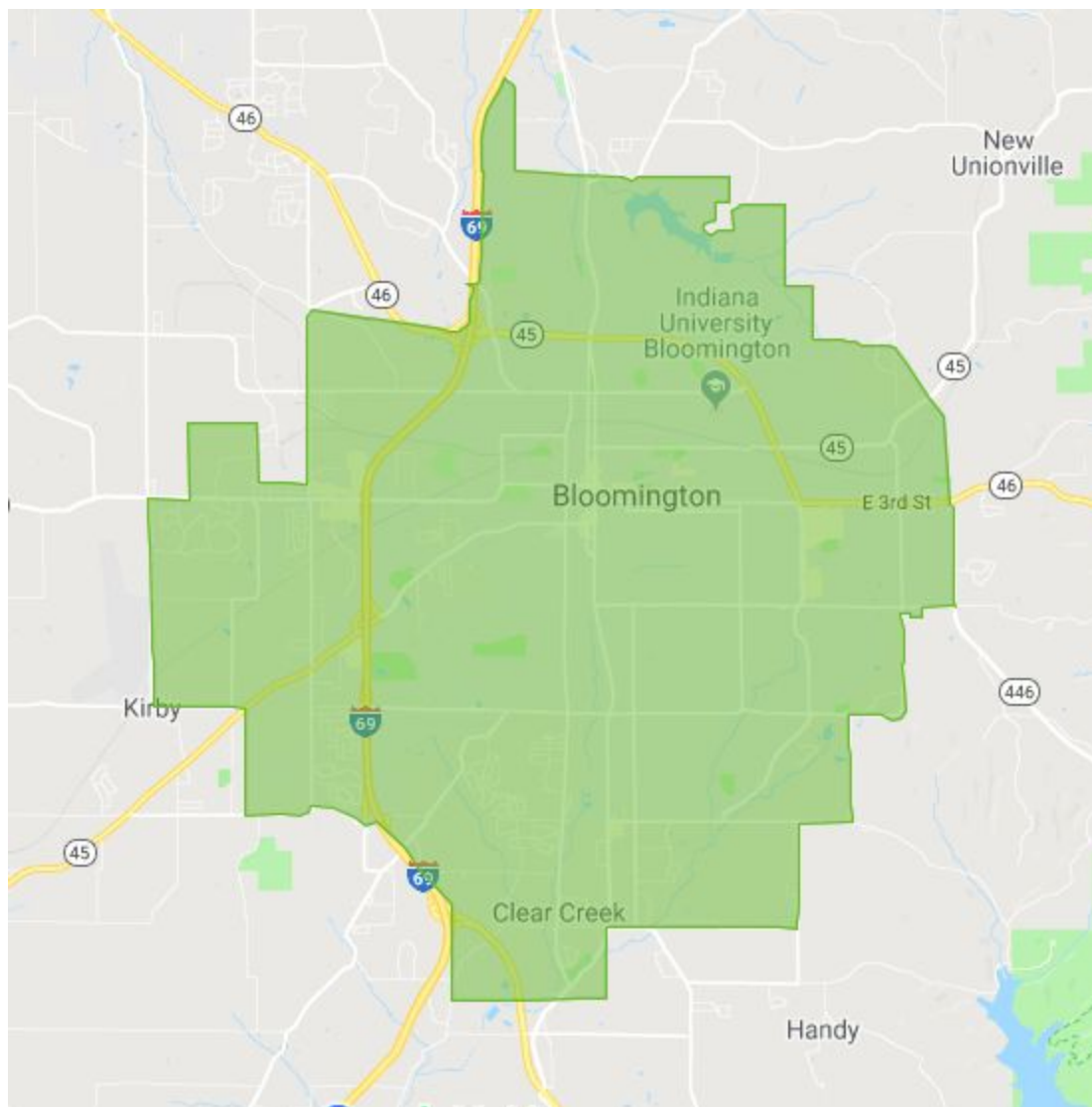
Symbol 10 - Specifically Described "Autos" - Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins. This does not include any "auto" owned for the purpose of use by a registered user of Lime's carsharing service.

Symbol 11 - Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. This also does not include any "auto" available for rent in the LimePod carsharing service.

Symbol 12 - Non-owned "Autos" Only - Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. This does not include any "auto" available for rent in the LimePod carsharing service.

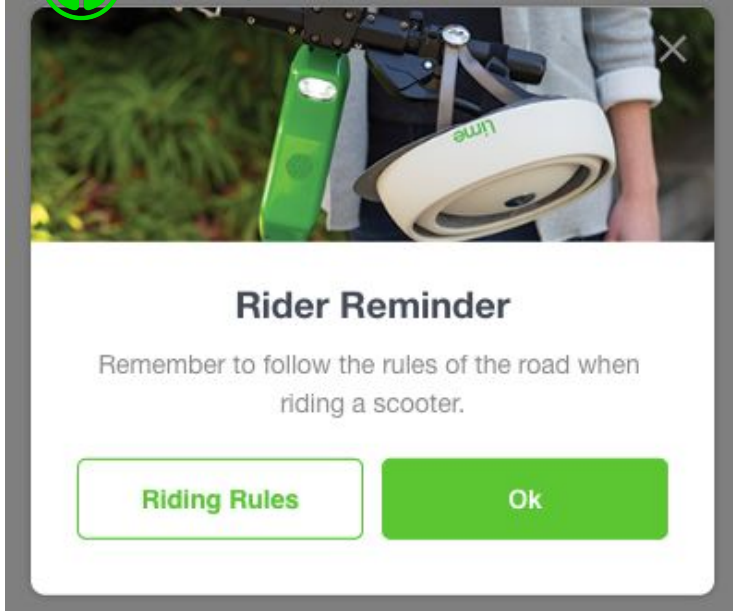


Service Zone Area:

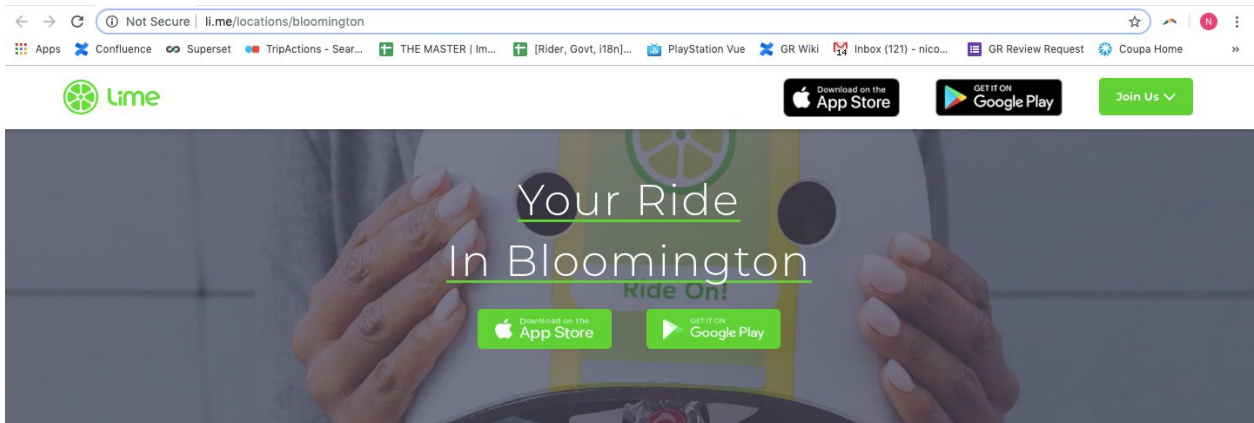


Bloomington Specific Website:

Bloomington specific rules can be found at <http://www.li.me/locations/bloomington> -- screenshots of the in-app link to the site and detailed screenshots of the website are below.



A pop-up message in the app will link users to the website.



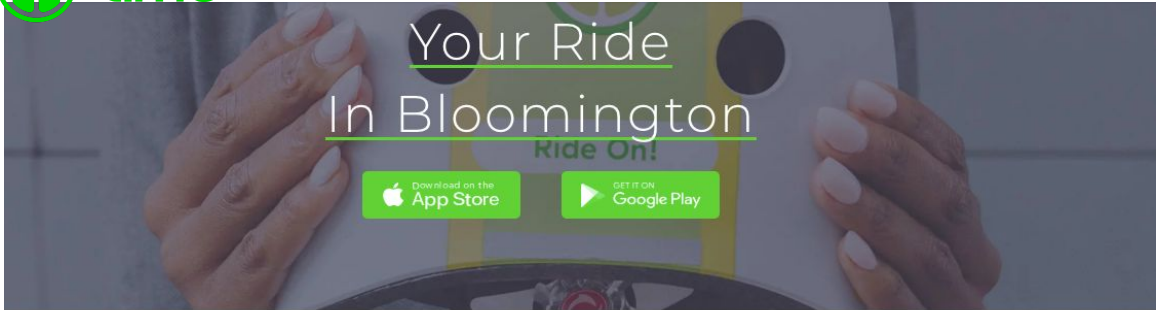
Micro Mobility FAQs

Respect The Ride in Bloomington

- Are helmets required for riders? ✓
- Where can I ride? ✓
- Where can I park? ✓



Screenshot of full website



Micro Mobility FAQs

Respect The Ride in Bloomington

Are helmets required for riders? 

Helmet use is **strongly recommended** while riding a Lime scooter.

Screenshot of helmet rules

Bloomington

Where can I ride? 

Scooters in Bloomington may be used on the streets, multiuse trails, multiuse paths, and on uncrowded sidewalks outside the city center. Riders using scooters on trails, paths, and sidewalks must observe the rules governing bicycles on these same routes, such as:

- Yield right-of-way to pedestrians
- Pass pedestrians at a distance of at least three feet,
- Alert other vehicles and pedestrians in front of you with an audible signal before overtaking and passing them,
- Do not suddenly move into the path of an oncoming pedestrian or vehicle
- Give particular consideration to avoid startling visually impaired pedestrians.

Do not ride scooters on sidewalks or in crosswalks marked "**Dismount Zone**" in the center of Bloomington, on the

Screenshot of local riding rules



Do not ride scooters on sidewalks or in crosswalks marked “**Dismount Zone**” in the center of Bloomington, on the following streets:

- Fourth Street from Indiana Avenue to Grant Street
- Kirkwood Avenue from Indiana Avenue to Morton Street
- Sixth Street from Walnut Street to Morton Street
- Walnut Street from Fourth Street to Seventh Street
- College Avenue from Fourth Street to Seventh Street

Screenshot of local dismount rules

Where can I park

Park the scooter in a bike rack or in another lawful spot on public property that does not block the right-of-way, limit access for individuals with disabilities, risk damaging private or public property, or jeopardize public safety.

Screenshot of local parking rules

Local Helmet distribution plan:

Helmets will be available at 5231 S. Old State Rd. 37 or by calling 1-888-546-3345. In order to pick up their free helmet provided by Lime, users must show that they possess an active Lime Scooter account.



Safety Campaigns:

All safety campaign events will be staffed for the duration of the event by Lime employees or representatives. Helmets may also be distributed at safety events to attendees who possess an active Lime Scooter account and engage in discussion with employees about rider safety and

Bloomington specific operating/parking requirements. Lime will also participate in other city/university safety events as requested with advance notice. Lime employees/representatives will also model safety year round by wearing safety vests and helmets when they are riding scooters during working hours. All Lime employees/representatives will also be knowledgeable about local operating and parking regulations and will educate members of the public when opportunities present themselves organically.

At each event, Lime will distribute information on local rules and regulations on flyers as shown below.



How to Ride

- ✓ Wear a helmet
- ✓ One person per scooter
- ✓ Ride in the bike lane or the street
- ✓ Yield to pedestrians
- ✓ Park responsibly
- ✓ Follow all the rules of the road

What not to do

- × Sidewalk riding is prohibited in Bloomington Dismount Zones
- × Park scooters in bike racks where they exist
- × Do not park scooter inside your home
- × Do not park scooters in a way that limits access for individuals with disabilities

Ride Responsibly



Unlock Life



April/May(1st Required Safety Week Campaign)

Lime will work with the Department of Parks and Recreation and any other relevant departments to participate in the Annual City Street Fair(dates/times TBD by event constraints) and the local farmer's market during the same week at a minimum. Lime will also work with the mayor's office to determine if other event participation is possible within the same "safety week". During safety weeks, Lime will advertise locally regarding Bloomington specific operating and parking requirements. At the safety events, Lime will clearly and visibly post operating and parking requirements along with safe riding practices, information about obtaining helmets and how users can qualify and apply for reduced fares. All information posted will also be available in print form for event attendees.



City Street Fair April 2019



August/September(2nd Safety Week Campaign)

Lime will work with Indiana University as well any relevant city departments and the mayor's office to participate in "welcome" events(dates/times TBD by event constraints) to educate new/returning college students to Bloomington specific operating and parking requirements in addition to suggested safe riding practices. During safety weeks, Lime will advertise locally regarding Bloomington specific operating and parking requirements. At the safety events, Lime will clearly and visibly post operating and parking requirements along with safe riding practices, information about obtaining helmets and how users can qualify and apply for reduced fares. All information posted will also be available in print form for event attendees.





Helmet giveaway on campus March 2019





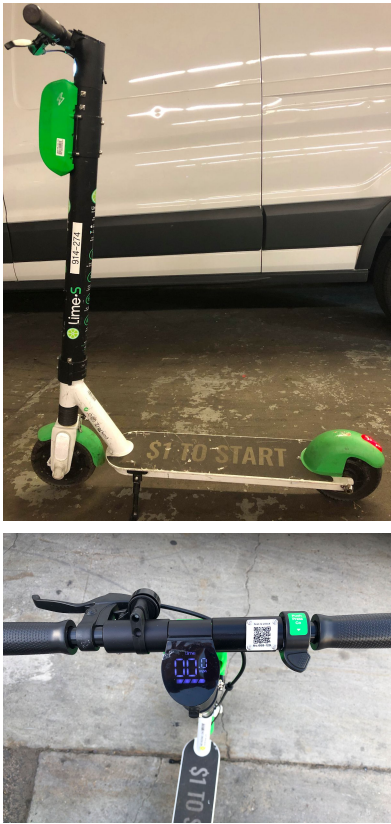
Scooter pictures and safety info:

Descriptions and Images of Information Affixed to Devices

	Description	Image
<p>TRADE DRESS AND DECAL PLACEMENT</p>	<p>Lime's trade dress is features prominently in multiple locations on the scooter, including the front of the stem.</p>	
<p>RIDER EDUCATION INFORMATION</p>	<ul style="list-style-type: none"> ● Park properly (ie.by the curbside) ● DO NOT ride on sidewalk or block traffic ● 18+years old to ride for safety ● Helmet is required ● Email us at support@limebike.com ● Call/Text 1-888-LIME-345 	



Descriptions and Images of Information Affixed to Devices

	Description	Image
DEVICE ID	<p>Lime's device IDs are located in two places: on the side of the scooter stem, and on top of the scooter stem below the QR code.</p>	 <p>The top image shows a Lime scooter with a QR code and device ID on the stem. The bottom image shows a close-up of the handlebar area with a QR code and device ID.</p>




Descriptions and Images of Information Affixed to Devices

	Description	Image
DEVICE LOCKING MECHANISM	<p>The locking system includes three parts:</p> <ul style="list-style-type: none">● The chip in the center control unit that receives the lock/unlock commands● The motor controller board in the base section● The motor at the back of the scooter where it applies the braking <p>When rider tries to move the scooter while it is locked, the scooter will start beeping and will apply a braking force to the rear wheel.</p>	



Descriptions and Images of Information Affixed to Devices

	Description	Image
<p>24-HOUR CUSTOMER SERVICE CONTACT INFORMATION</p>	<p>Lime's 24-hour customer service contact information is located on the top end of the scooter stem facing the rider.</p>	



Board of Public Works Staff Report

Project/Event: Approve Change Order #2 for the Downtown Curb Ramp Improvements Phase II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 10/15/2019

Report: This local project was let on March 19th, 2019 and awarded to Groomer Construction Inc. on April 2nd, 2019. Work began in May and construction was completed in September. The Project included the replacement and repair of ADA accessible curb ramps at 15 locations throughout the downtown area. This change order will add 598.5 LFT of yellow painted curb to the project at the contract price of \$25.00/LFT, for an addition to the contract price of \$14,962.50. Additionally, this change order will add 17 days to the contract time. Additional days are due to extra concrete removal, a water main break on 6th Street, extra storm work at 6th and Morton, and a utility delay at 6th and Dunn.

Recommendation and Supporting Justification: City Staff has reviewed the change order and is recommending that the Board approve change order #2 for the Downtown Curb Ramp Improvements Phase II Project.

Recommend **Approval** **Denial by:** *Roy Aten*

CHANGE ORDER



Project Name:
Downtown Curb Ramp Improvements Phase II

Contractor:
Groomer Construction Inc.
6535 West Ison Road
Bloomington, Indiana 47403

Change Order Number: 2

Date of Change Order: **Tuesday, October 15, 2019**

Engineer's Project #: 0

NTP Date: Friday, May 17, 2019

Allowable Calendar Days: 90

Previous Completion Date: Tuesday, August 20, 2019

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

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

LINE	ITEM	DESCRIPTION	Quantity	Unit Price	Item Total
34	805-95933	CURB PAINTING, YELLOW	598.5	\$25.00 / LFT	\$14,962.50

	Groomer Construction Inc.
The original Contract Sum:	<u>\$23,005.00</u>
The net change by previously authorized Change Orders:	<u>\$484,086.52</u>
The Contract Sum prior to this Change Order was:	<u>\$14,962.50</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$499,049.02</u>
The new Contract Sum including this Change Order will be:	<u>17 Calendar Day(s)</u>
The Contract Time will be changed by:	<u>Friday, September 06, 2019</u>
The date of Substantial Completion as of the date of this Change Order therefore is:	

City Engineering
ENGINEER

401 North Morton Street
ADDRESS

TYPED / PRINTED NAME

SIGNATURE

Groomer Construction Inc.
CONTRACTOR

6535 West Ison Road
Bloomington, Indiana 47403
ADDRESS

TYPED / PRINTED NAME

SIGNATURE

OWNER

401 North Morton Street
ADDRESS

TYPED / PRINTED NAME

SIGNATURE



Board of Public Works Staff Report

Project/Event: Request to Use Public Right-Of-Way for Placement of POD Storage at 201 S College Ave. by Strauser Construction Co., Inc.

Petitioner/Representative: Strauser Construction Co., Inc. / Ryan Strauser

Staff Representative: Paul Kehrberg, Engineering Field Specialist

Date: 10/15/2019

Report: Strauser Construction Co., Inc. is requesting permission to use the right-of-way on the southeast side of College Ave and W 4th St place a POD storage container. Strauser Construction Co., Inc. is installing an elevator on the interior of Serendipity and needs the POD to store the elevator pieces during installation. Strauser Construction Co., Inc. would place the POD storage container in 1 metered parking space and would pay for the meters no less than 24 hours in advance of placing the POD. The meter would be in use from October 16th, 2019 to November 8th, 2019.

Recommendation and Supporting Justification: A Resolution document has been prepared for this right of way use request and will be signed by the Strauser Construction Co., Inc. representative. Staff recommends that the Board approve this use of the right-of-way with the conditions of the Resolution.

Recommend Approval Denial by Paul Kehrberg

September 25, 2019

City of Bloomington - Board of Public Works

401 N. Morton Street
Bloomington, IN 47404

RE: 201 S. College – Building Expansion
Metered Parking Spot Closure – Storage Container

Dear Board Members:

Strauser Construction Co., Inc. is currently in the final stages of finishing interior construction on the 201 S. College expansion and renovation project. The last phase of this project is installation of the elevator which serves the upper levels and is accessed via the alley on the south side of the building.

To complete this final work on the project, Strauser Construction Co., Inc. is requesting the closure of one metered parking spot directly west of the 201 S. College building. This parking spot will be utilized for setting a storage container along the curb that will hold the elevator equipment until it's moved inside for installation.

The tight logistics of the site, with only the narrow alley does not allow for the storage container to be placed within the Owners property. Additionally, due to the split level nature of the existing building, there is no "at grade" entrance that would provide enough room for storage of the components.

Strauser Construction Co., Inc. request that the Board of Public works approves the closure of one parking metered space directly in front of the building. This request would occur between October 16, 2019 and November 8, 2019. If there are any questions please feel free to contact me.

Sincerely,

Ryan M. Strauser
RA, AIA, LEED AP

Strauser Construction Co., Inc.
4213 E. 3rd Street
Bloomington, IN 47401



City of Bloomington
Parking Enforcement Department

PODS, DUMPSTERS AND MOVING TRUCK APPLICATION-DOWNTOWN ONLY

Permit # _____ Temp Hangtag # _____

Ordinance 15.32.090

2. A separate permit shall be required for each parking space requested for any vehicle, dumpster, moving pod.

7. The fee for a temporary parking permit shall be the greater of the hourly parking rate for each hour reserved by the permit or \$20.00 per day per vehicle parking space for parking spaces reserved by the permit.

Name: STRAUSSER CONSTRUCTION CO., INC Address: 4213 E. 3RD STREET, BLOOMINGTON, IN 47401

Phone Number: 812-336-3608 Email Address: rmstrausser@straussercci.com

Location: 201 S. COLLEGE AVE. Number of spaces: 1

Nature of request: PARKING METER CLOSURE 2 weeks? [] Yes [X] No 3 WEEKS

Downtown Meters Spaces Numbers(s): COL5201-A

Start Time 24 HR a.m. / p.m. End Time 24 HR a.m. / p.m.

The applicant certifies and agrees to the following:

- I am authorized to make this application.
I have read this application and attest that the information which has been furnished is correct.
If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation.
I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes.
I will abide by all City of Bloomington inspections and conditions of approval.
I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times.
I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit.
I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.
If pod, dumpsters or moving truck is not moved within the time frame specified on this form, additional charges will apply.

Signature: [Signature] Date: 9/25/2019

Office use only: Application Fee: \$10.00 Daily Fee: _____ Payment type: _____ Total Fee: _____



or your map.

201 S. College Avenue

STORAGE
CONTAINER

ELEVATOR



PROPOSED
201 SOUTH COLLEGE EXPANSION
201 SOUTH COLLEGE AVENUE
BLOOMINGTON, INDIANA 47404

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-98**

**PARKING SPACE RESERVATION AT SOUTHEAST CORNER OF
201 S COLLEGE AVE AND W 4TH STREET**

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

WHEREAS, Strauser Construction Co., Inc., (hereinafter "Strauser") has requested use of city right of way to place a dumpster container; and

WHEREAS, Strauser, has agreed to pay the City the sum of \$410.00 no less than twenty-four (24) hours prior to the placement of the POD storage container onto the one (1) metered parking space identified below.

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

1. The City of Bloomington Board of Public Works agrees that the parking area adjacent to the following parking meter may be utilized to place a storage structure from Wednesday, October 16, 2019, until Friday, November 8, 2019: COLS201-A. Strauser, agrees not to close off any roads, sidewalks, other parking areas or any other portion of the right of way during this time.
2. In the event Strauser, has not completed its work by November 8, 2019, Strauser, shall incur and agrees to pay meter fees of Twenty Dollars (\$20.00) per day for each working day after November 8, 2019 that Strauser, continues to use public right of way at the site.
3. The reservation of the parking space outlined above is for the purpose of allowing Strauser to install an elevator in the interior of the property on the southeast corner of College Avenue and W 4th Street.
4. In consideration for the use of the City's property and to the fullest extent permitted by law, Strauser, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
5. _____, 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 15 DAY OF October, 2019.

BOARD OF PUBLIC WORKS:

STRAUSER CONSTRUCTION CO., INC.:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date



Board of Public Works Staff Report

Project/Event: Request to close a travel lane and alley
Staff Representative: Paul Kehrberg
Petitioner/Representative: Duke Energy, Rob Dreiman
Date: October 15th, 2019

Report: Duke is requesting lane closures on West 11th Street from N. Blair Ave. to N. Rogers St. They are also requesting an alley closure on the north/south alley between N. College Ave. and N. Walnut St. from W. 7th St. to W. 11th St. This request is to accommodate pole replacement on their new distribution lines. The traffic control would be in place from October 14, 2019 through November 14, 2019.

Duke has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Duke for the temporary traffic control on W. 11th St. and the alley closure between N. College Ave. and N. Walnut St.

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

Paul Kehrberg



Duke Energy
1100 West Second Street
Bloomington, IN 47403

Dear Board Members,

Duke Energy plans to replace a pole line in the alley between College Avenue & Walnut Street from 804 College Avenue (behind in alley) to 224 College Ave (behind in alley). This work is associated with the new 11th Street Substation. In order to facilitate the project, Duke Energy is requesting a temporary closure of the alley from 804 College Avenue to 224 College Avenue.

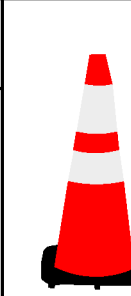
Duke Energy will communicate with the City of Bloomington to assure that this restriction and closure information is well communicated.

Thank you,

A handwritten signature in black ink, appearing to read "Rob Dreiman", with a long horizontal stroke extending to the right.

Rob Dreiman
Project Manager

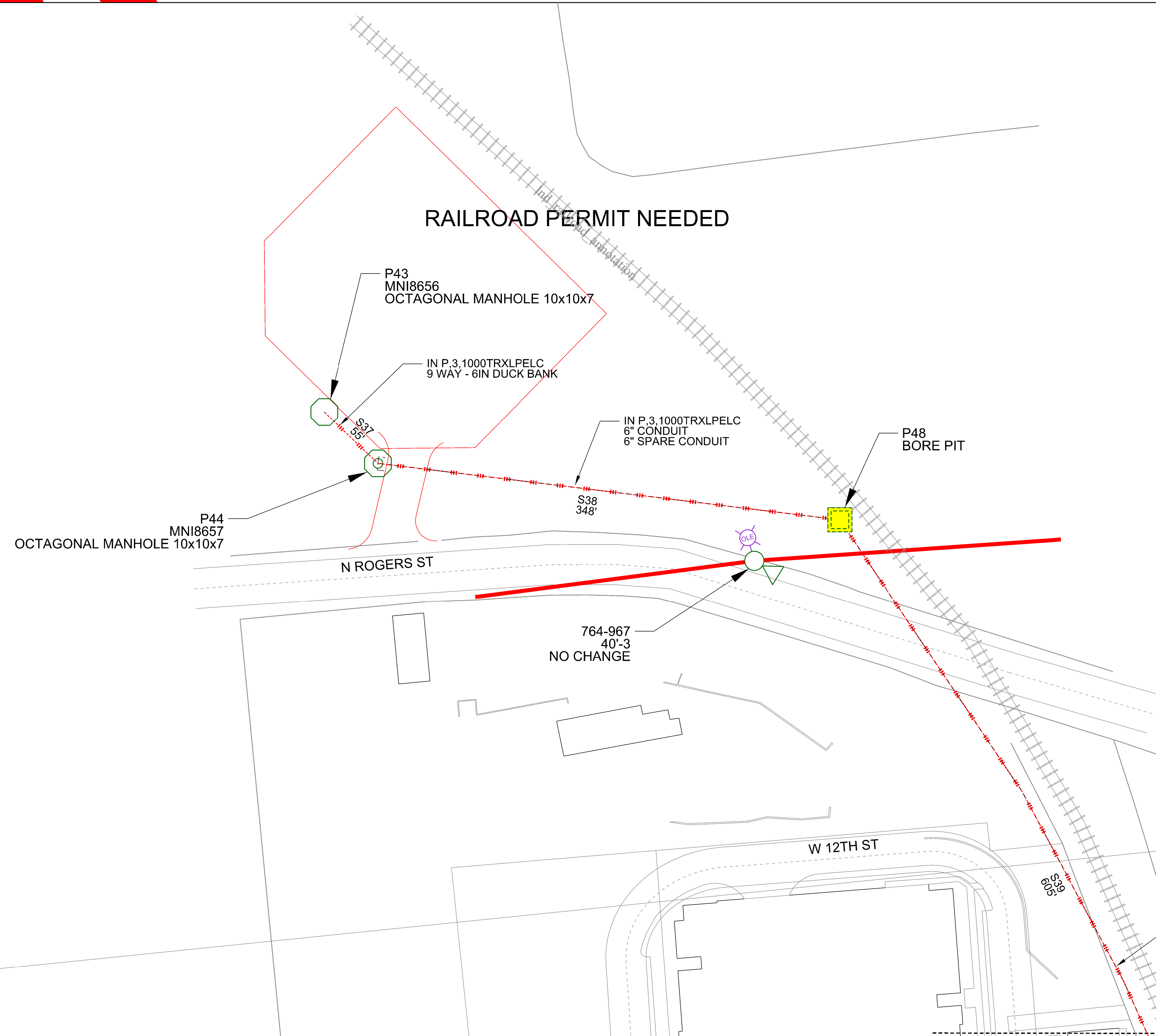
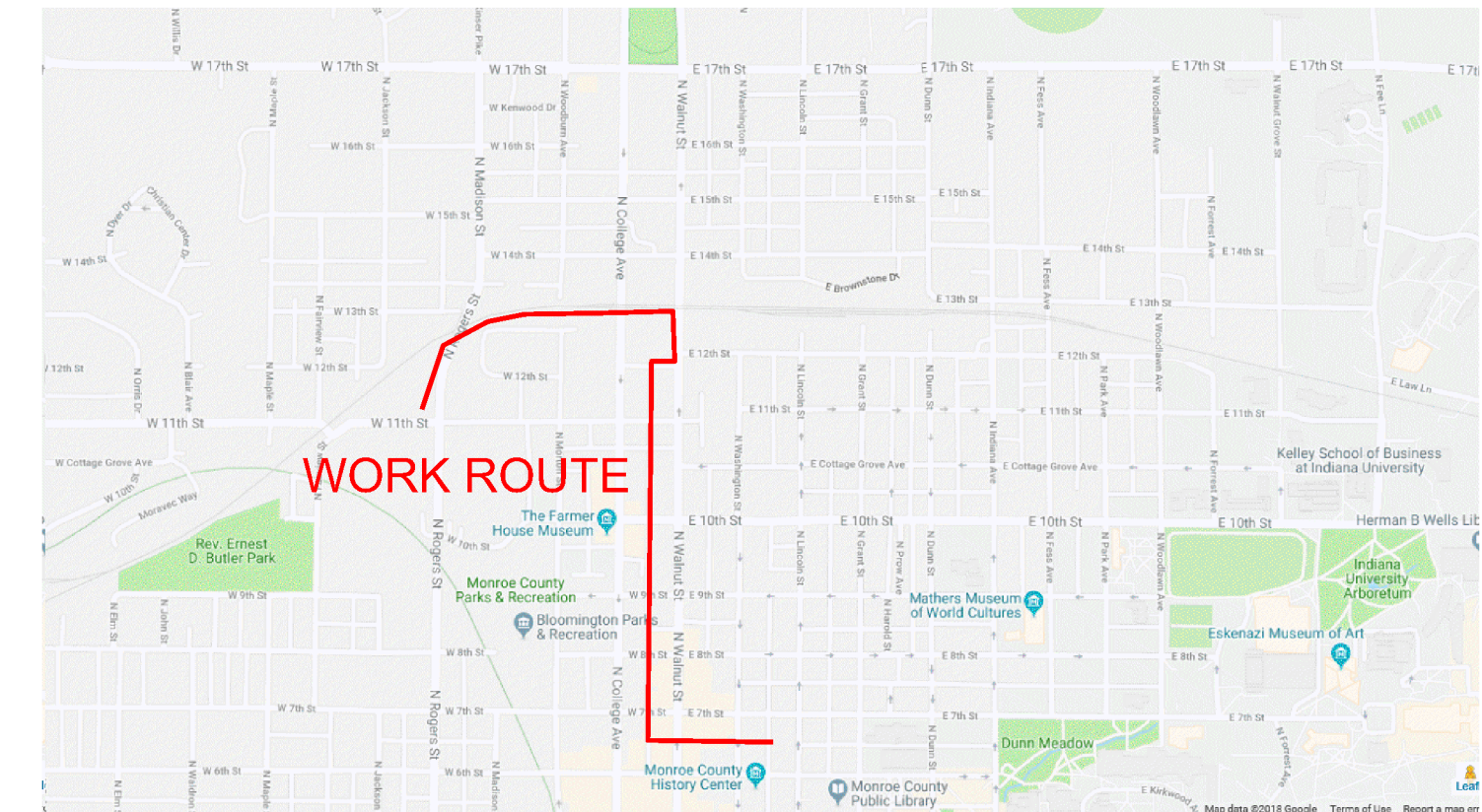
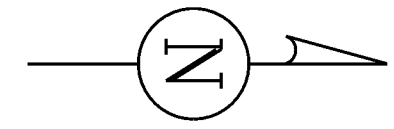
10/7/18



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

FIELD VERIFY ALL EXISTING UNDERGROUND FACILITIES BEFORE DIGGING/BORING.

GAI CONSULTANTS WILL NOT BE HELD LIABLE FOR ANY DAMAGE TO ANY FACILITY, UTILITY, PIPING OR STRUCTURE SHOWN OR NOT SHOWN.



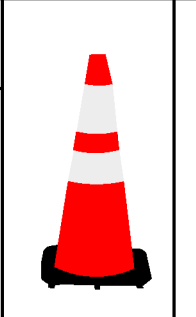
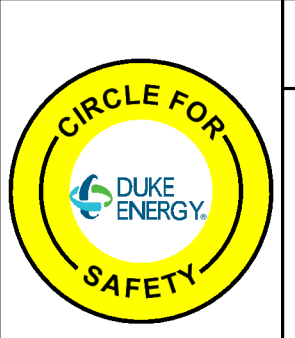
PRIMARY CABLES - IN CONDUIT CLEARANCES		
	PARALLELING HORIZONTAL SEPARATION (IN)	CROSSING VERTICAL SEPARATION (IN)
COMMUNICATION LINES	12	12
WATER LINES	36	12
SEWER LINES	36	12
FUEL LINES	36	12
STEAM LINES	60	36
CUSTOMER OWNED CABLES	36	12

- NOTES: SEE SHEET 6
 USE CAUTION WHEN BORING/DIGGING
 1. UNDERGROUND WHEN BORING/DIGGING TO VERIFY ALL UNDERGROUND FACILITIES BEFORE BORING/DIGGING.
 2. BORE DEPTHS AND LOCATIONS SHOULD BE ADJUSTED ACCORDING TO FIELD CONDITIONS.
 3. MAINTAIN PROPER CLEARANCE TO EXISTING UNDERGROUND FACILITIES & STRUCTURES & AT LEAST 36" OF COVER.
 4. ALL CUTS INCLUDING WITHOUT LIMITATION, STREET, SIDEWALK & ALLEY CUTS TO BE REPAIRED IN ACCORDANCE WITH CITY PERMITTING.
 5. FOR SYMBOLGY DESCRIPTION SEE ELECTRIC SYMBOLGY SHEET ,

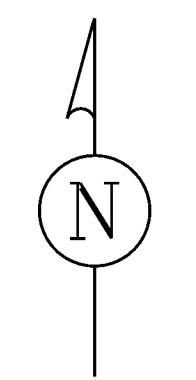
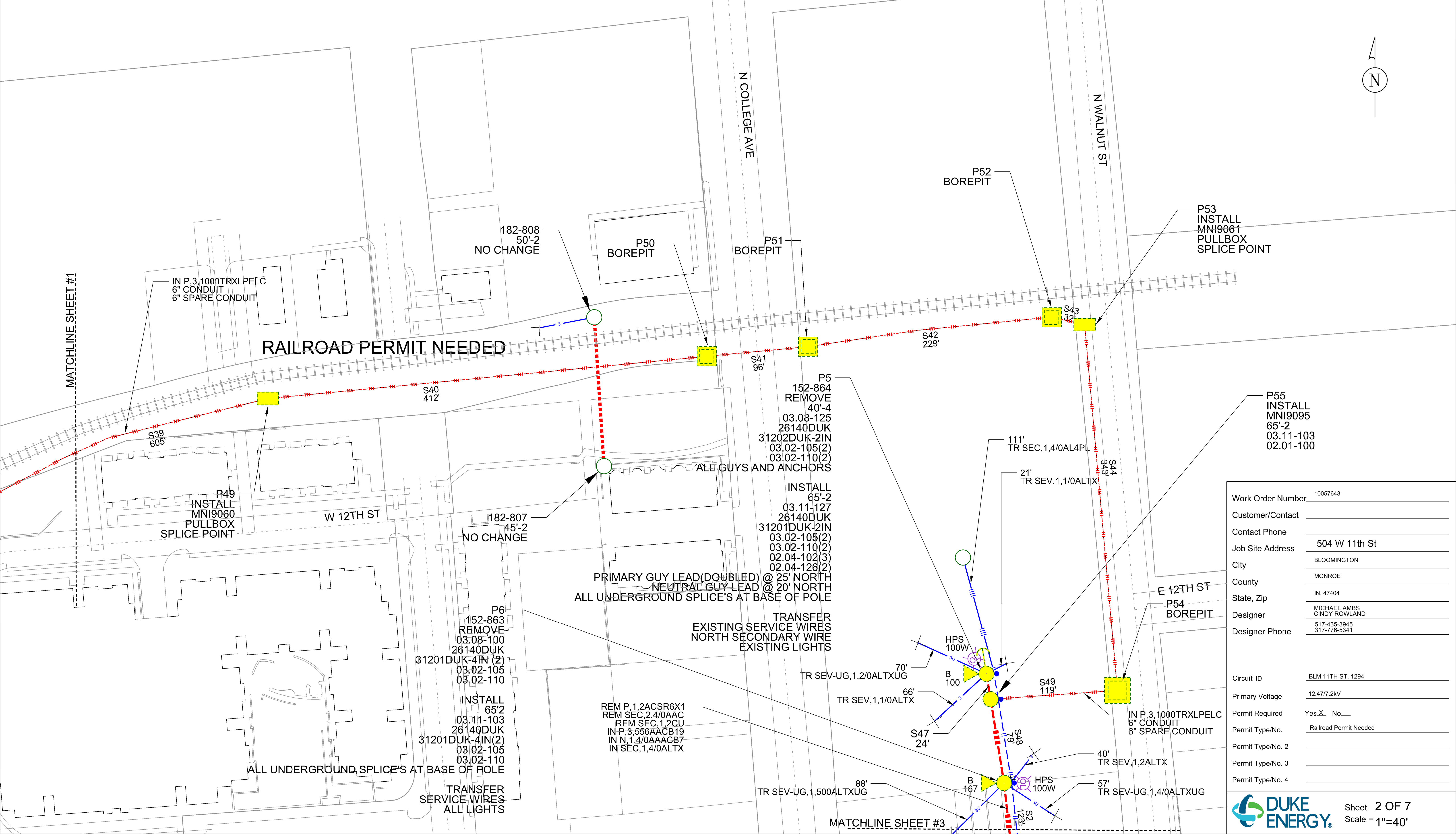
Work Order Number: 10057643
 Customer/Contact: _____
 Contact Phone: _____
 Job Site Address: 504 W 11th St
 City: BLOOMINGTON
 County: MONROE
 State, Zip: IN, 47404
 Designer: MICHAEL AMBS
 Designer Phone: 517-435-3945
 317-776-5341

Circuit ID: BLM 11TH ST. 1294
 Primary Voltage: 12.47/7.2KV
 Permit Required: Yes No
 Permit Type/No.: Railroad Permit Needed
 Permit Type/No. 2: _____
 Permit Type/No. 3: _____
 Permit Type/No. 4: _____

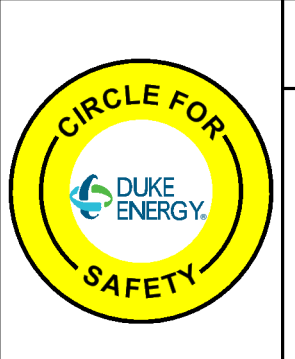
MATCHLINE SHEET #2



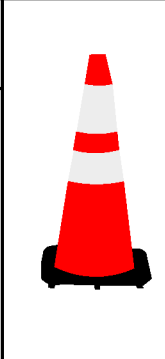
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	10057643
Customer/Contact	
Contact Phone	
Job Site Address	504 W 11th St
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	MICHAEL AMBS CINDY ROWLAND
Designer Phone	517-435-3945 317-776-5341
Circuit ID	BLM 11TH ST. 1294
Primary Voltage	12.47/7.2kV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	Railroad Permit Needed
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

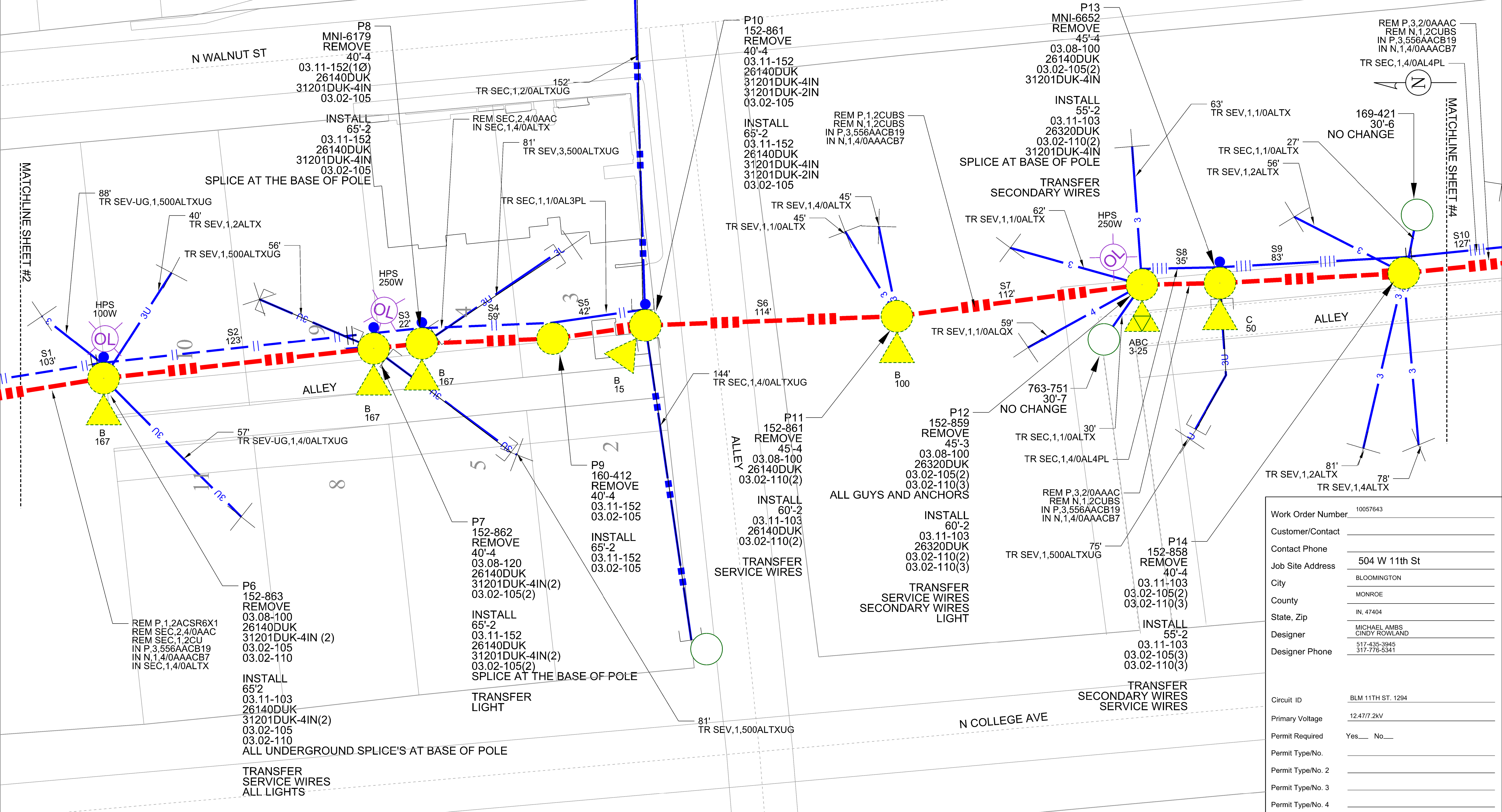


Safety Reminders / Adverse Conditions
 CONTACT INDIANA 811 AT LEAST TOW FULL WORKING DAYS BEFORE DIGGING

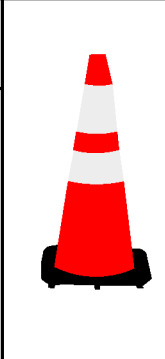
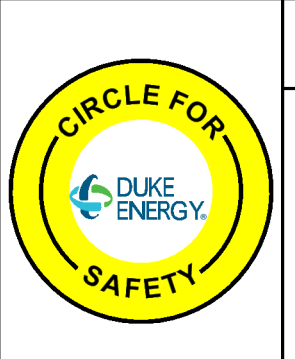


WORK IS IN A ALLEY USE CAUTION AND MAINTAIN CLEARANCES TO STRUCTURES

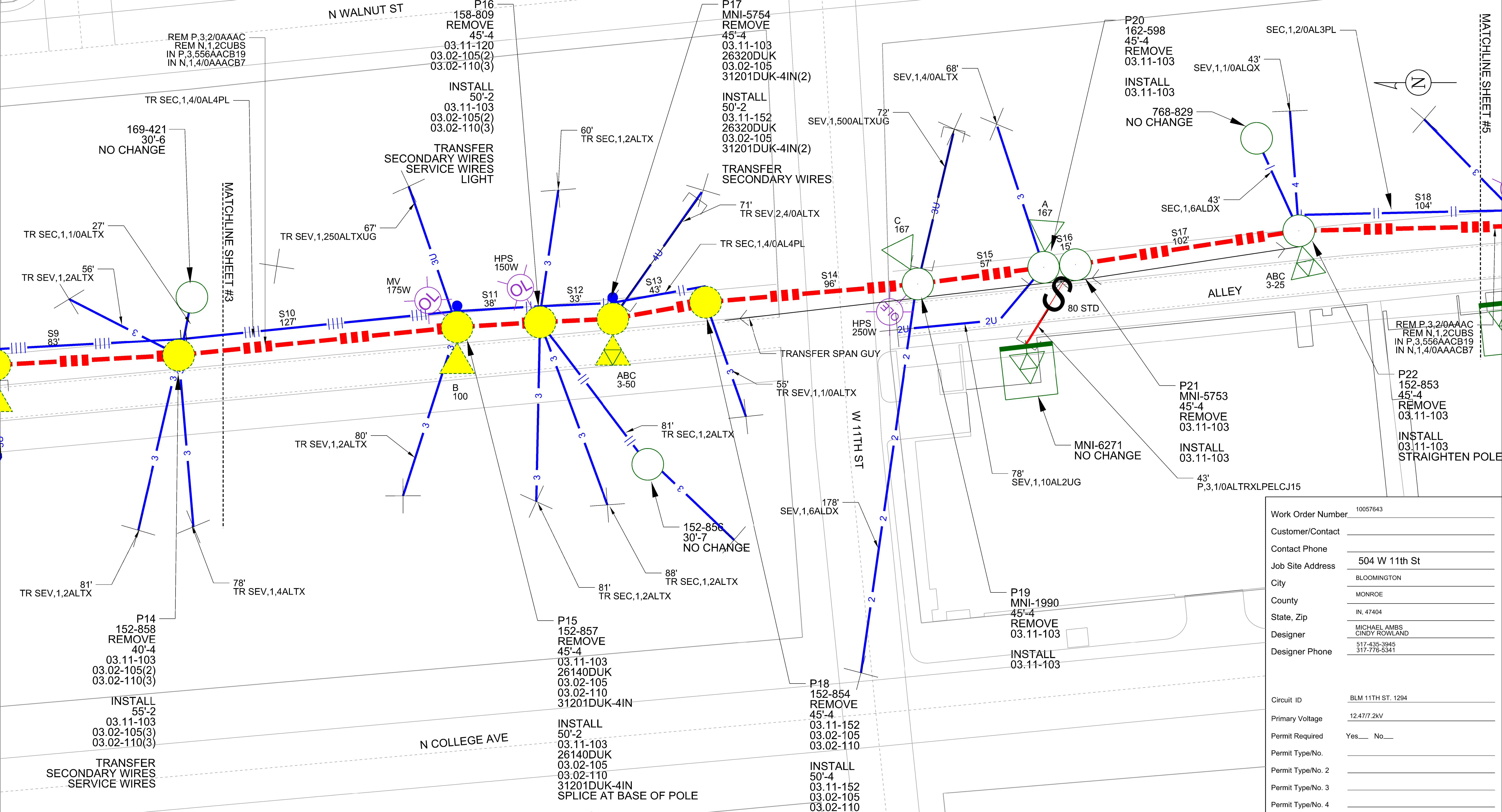
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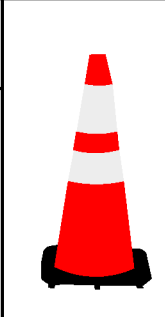
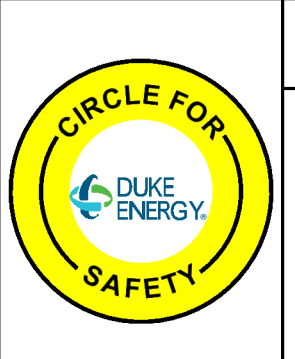
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Designer Phone	517-435-3945 317-776-5341
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Primary Voltage	12.47/7.2kV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



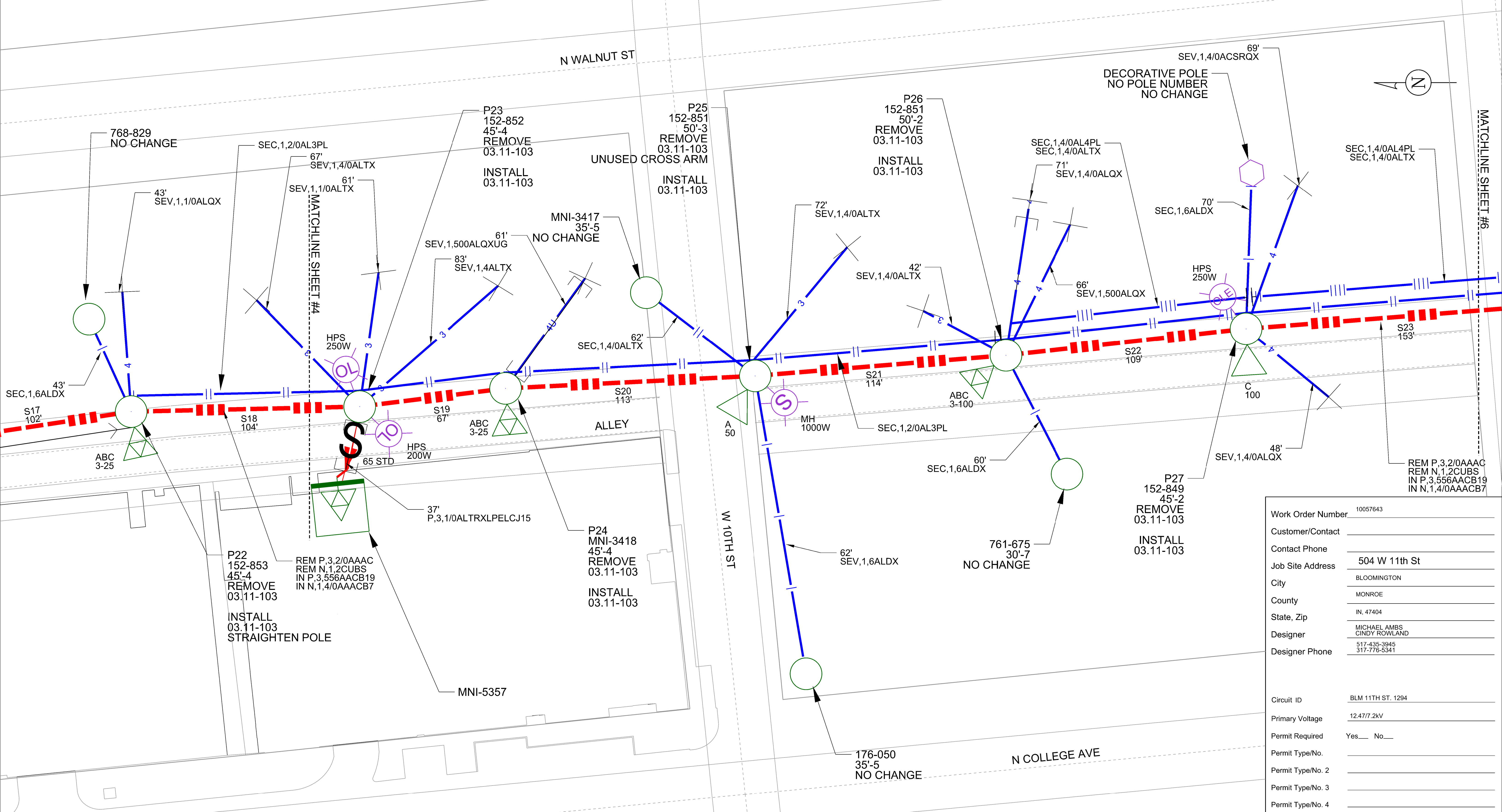
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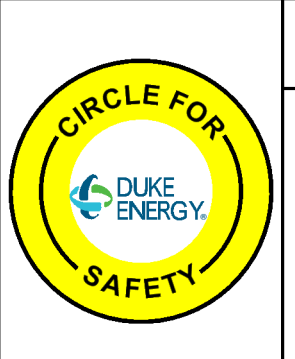
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Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



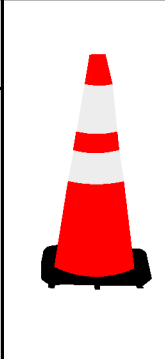
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	10057643
Customer/Contact	
Contact Phone	
Job Site Address	504 W 11th St
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	MICHAEL AMBS CINDY ROWLAND
Designer Phone	517-435-3945 317-776-5341
Circuit ID	BLM 11TH ST. 1294
Primary Voltage	12.47/7.2KV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

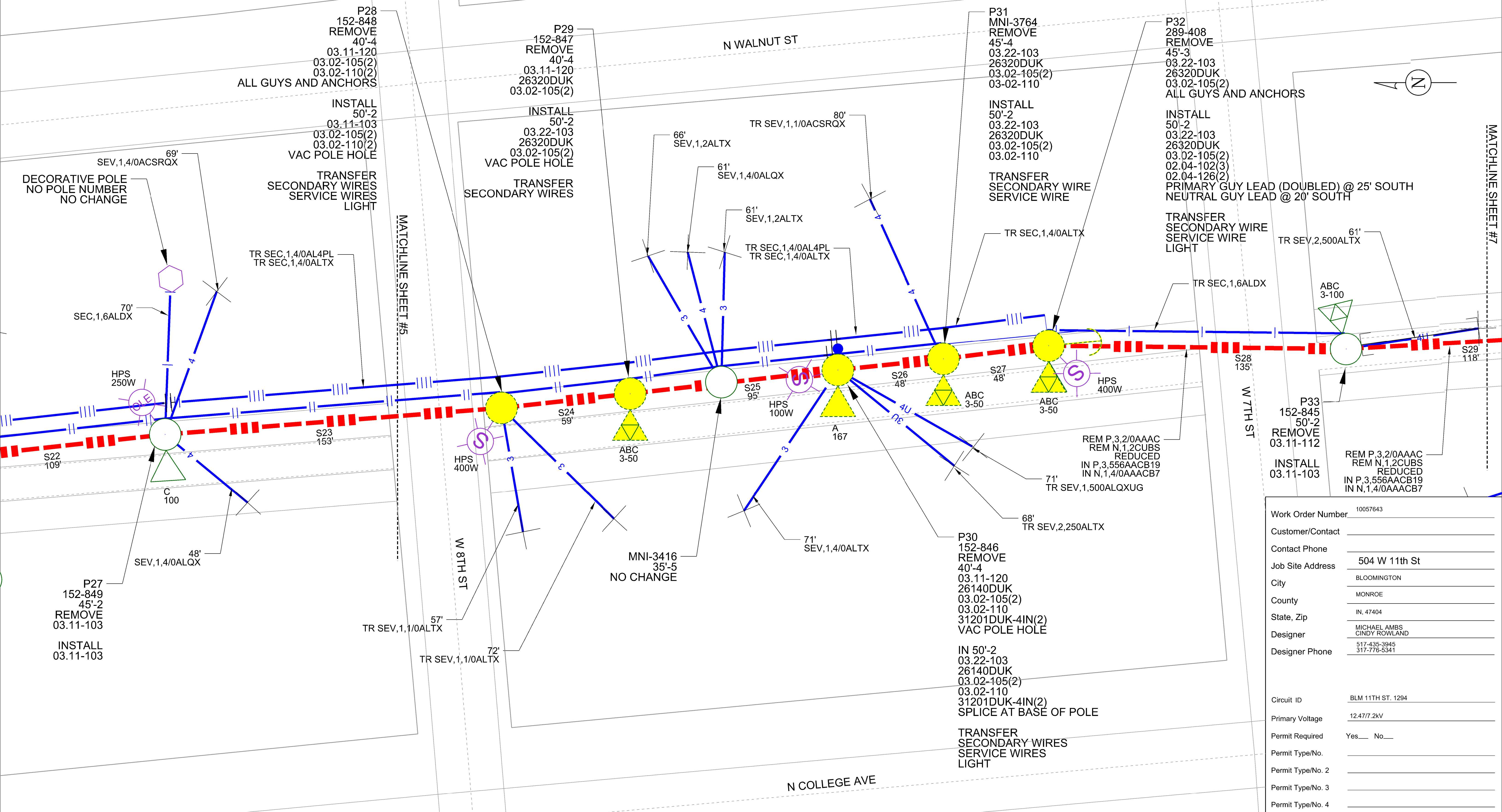


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:
 ?:

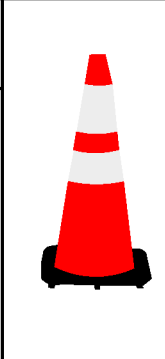
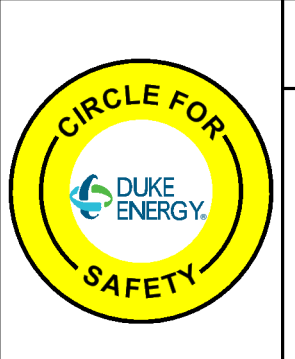


WORK IS IN A ALLEY USE CAUTION AND MAINTAIN CLEARANCES TO STRUCTURES

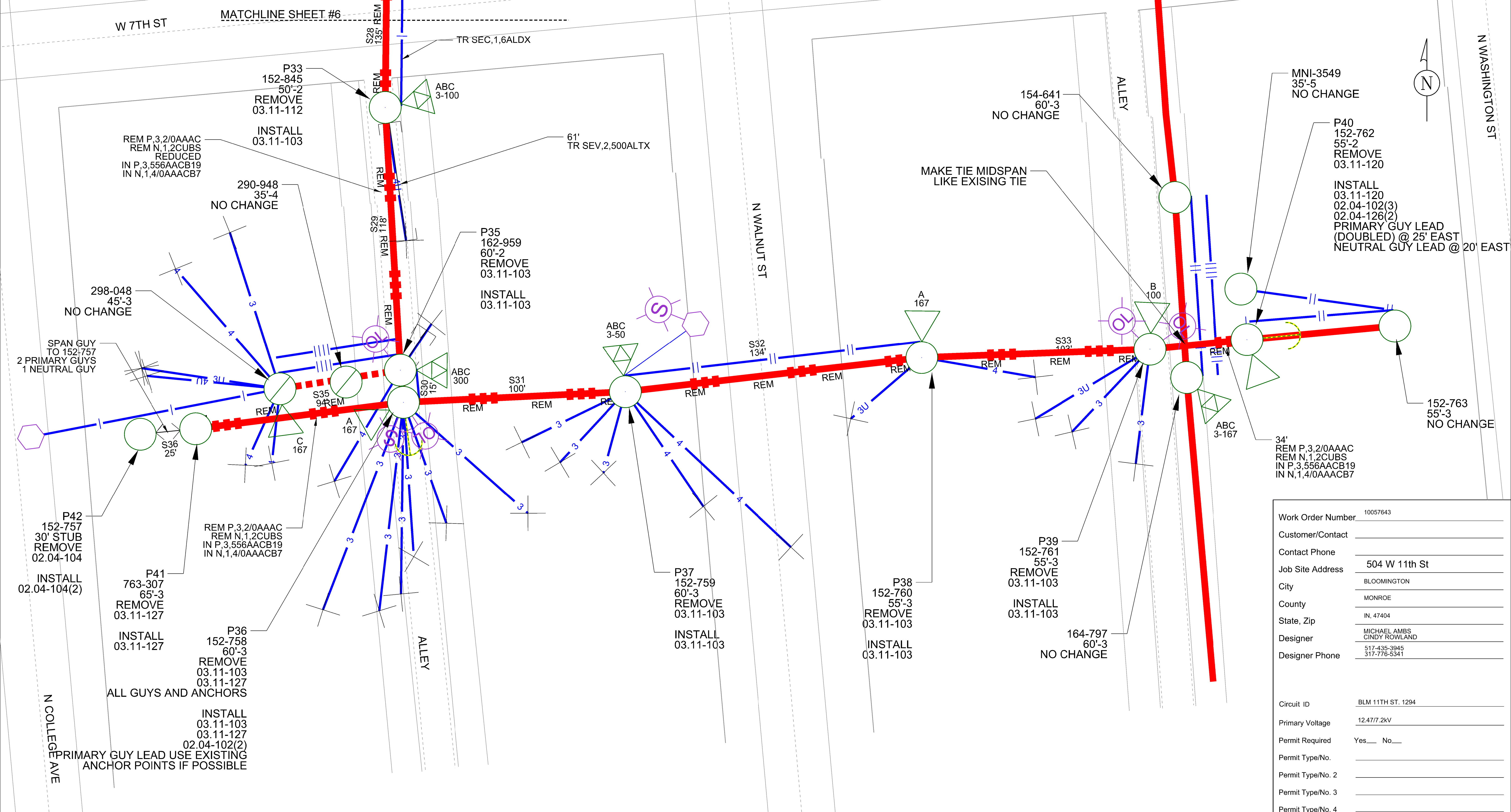
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	10057643
Customer/Contact	
Contact Phone	
Job Site Address	504 W 11th St
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	MICHAEL AMBS CINDY ROWLAND
Designer Phone	517-435-3945 317-776-5341
Circuit ID	BLM 11TH ST. 1294
Primary Voltage	12.47/7.2kV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



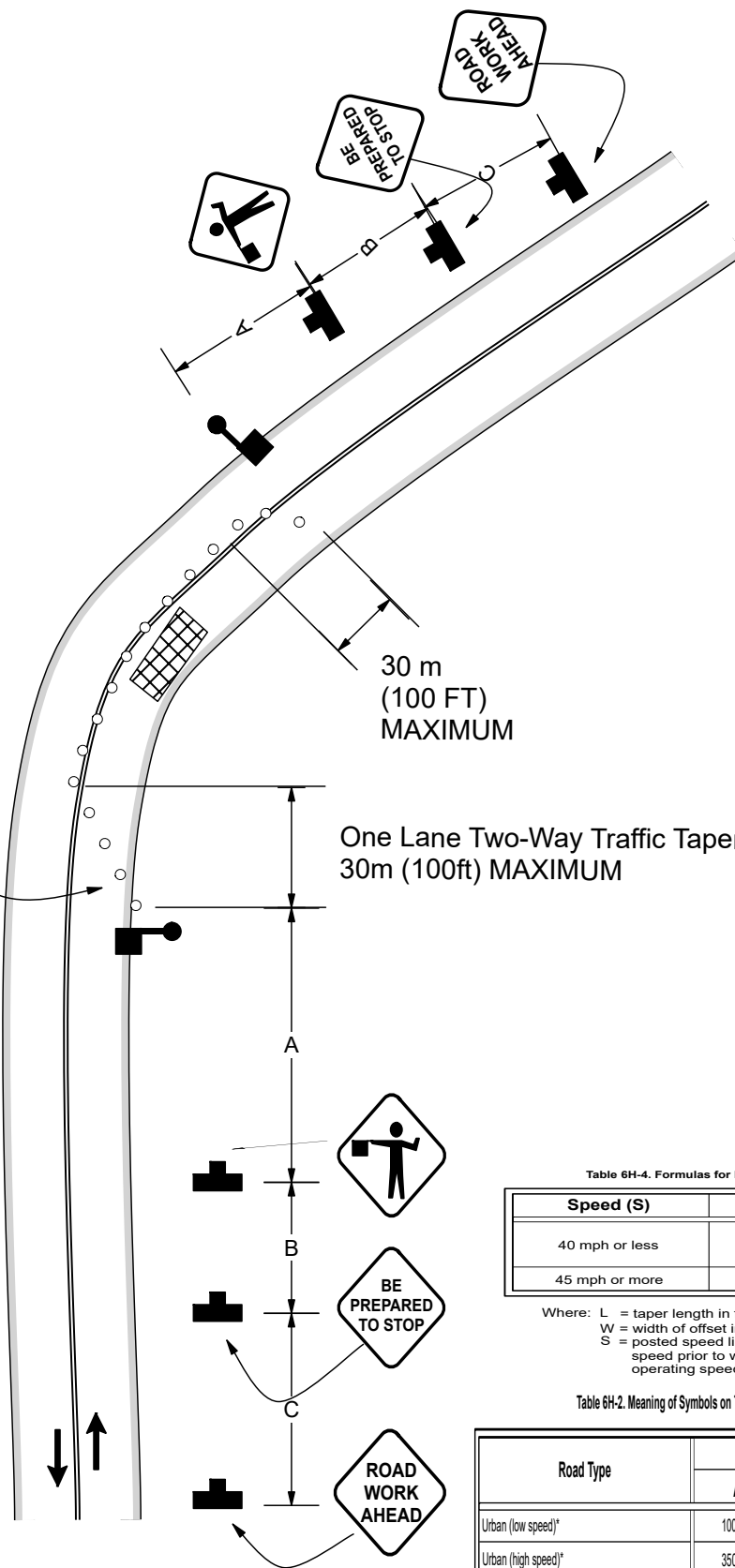
Work Order Number	10057643
Customer/Contact	
Contact Phone	
Job Site Address	504 W 11th St
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	MICHAEL AMBS CINDY ROWLAND
Designer Phone	517-435-3945 317-776-5341
Circuit ID	BLM 11TH ST. 1294
Primary Voltage	12.47/7.2KV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

DUE TO THE NUMBER AND CONCENTRATION OF SECONDARY AND SERVICE WIRES WIRE TYPES AND LENGTHS HAVE BEEN OMITTED, IF INFORMATION IS NEED PLEASE CONTACT DESIGNER.

Lane Closure on Two-Lane Road Using Flaggers (TA-10)

Note:
See Tables 6H-2 and 6H-3
for the meaning of the
symbols and/or letter
codes used in this figure

Note:
The buffer space should be
extended so that the two-way
traffic taper is placed before
a horizontal (or crest verticle)
curve to provide adequate
sight distance for the
flagger and a queue of
stopped vehicles.



Legend	
	Bollard
	flagger symbol
	Work Area

Date: 04/10/2019 Author: D.Phillips Project: TA-10 Lane Closure on Two-Lane Road Using Flaggers

Comments:
WRIGHT Typical Flagging Application to be used.
Plan is not to scale

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



Duke Energy
1100 West Second Street
Bloomington, IN 47403

Dear Board Members,

Duke Energy plans to replace a pole line along West 11th Street. This work is associated with the new 11th Street Substation. In order to facilitate the project, Duke Energy is requesting a temporary one lane closure from 354 West 11th St to 911 West 11th St.

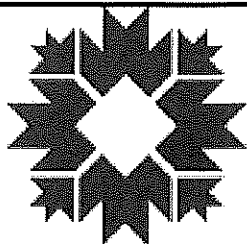
Duke Energy will communicate with the City of Bloomington to assure that this restriction and closure information is well communicated.

Thank you,

A handwritten signature in black ink, appearing to read "Rob Dreiman", with a long horizontal flourish extending to the right.

Rob Dreiman
Project Manager

10/7/18



City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: west 11th St 354 911
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

- Complete Street Closure
- One Traffic Lane
- 2 or more Traffic Lanes
- Alley
- Sidewalk/Multiuse Path/Trail
- Bike Lane
- Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property

Other: replacing power poles

Date(s) of Closure: From 10/02/19 To 11/02/19
Staff approval until 10-15-19
> 2 weeks? Yes No

Start Time: 8 : 00 a.m. / p.m.

End Time: 6 : 30 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Primoris T & D(contracting for Duke Energy)

Contact Person (Printed Name): Keith Allen or Matt Lester

Contact Email: wendell.allen@prim.com or MLester@prim.com Contact Phone No.: 812-584-7390 or 812-584-7126(Matt)

Signature: Keith Allen Date: 09-30-19

For Administration Use Only

Approved By: [Signature] BPW Staff Director City Engineer Date: 10/8/2019

Staff Representative: [Signature] Phone#: 812-349-3597 Date: 10-8-19



City of Bloomington
Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: west 11th St 354 911
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: replacing power poles

Date(s) of Closure: From 10/14/19 To 11/07/19
 > 2 weeks? Yes No

Start Time: 8 : 00 a.m. / p.m.
End Time: 6 : 30 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Primoris T & D(contracting for Duke Energy)

Contact Person (*Printed Name*): Keith Allen or Matt Lester

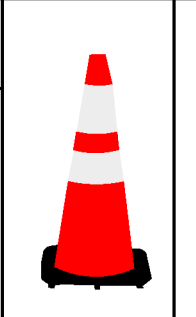
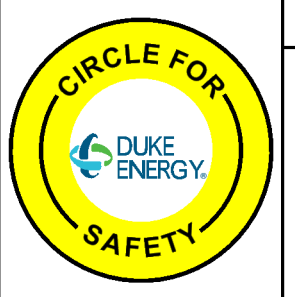
Contact Email: wendell.allen@prim.com or MLester@prim.com Contact Phone No.: 812-584-7390 or 812-584-7126(Matt)

Signature: Keith Allen *Date:* 10/10/19

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

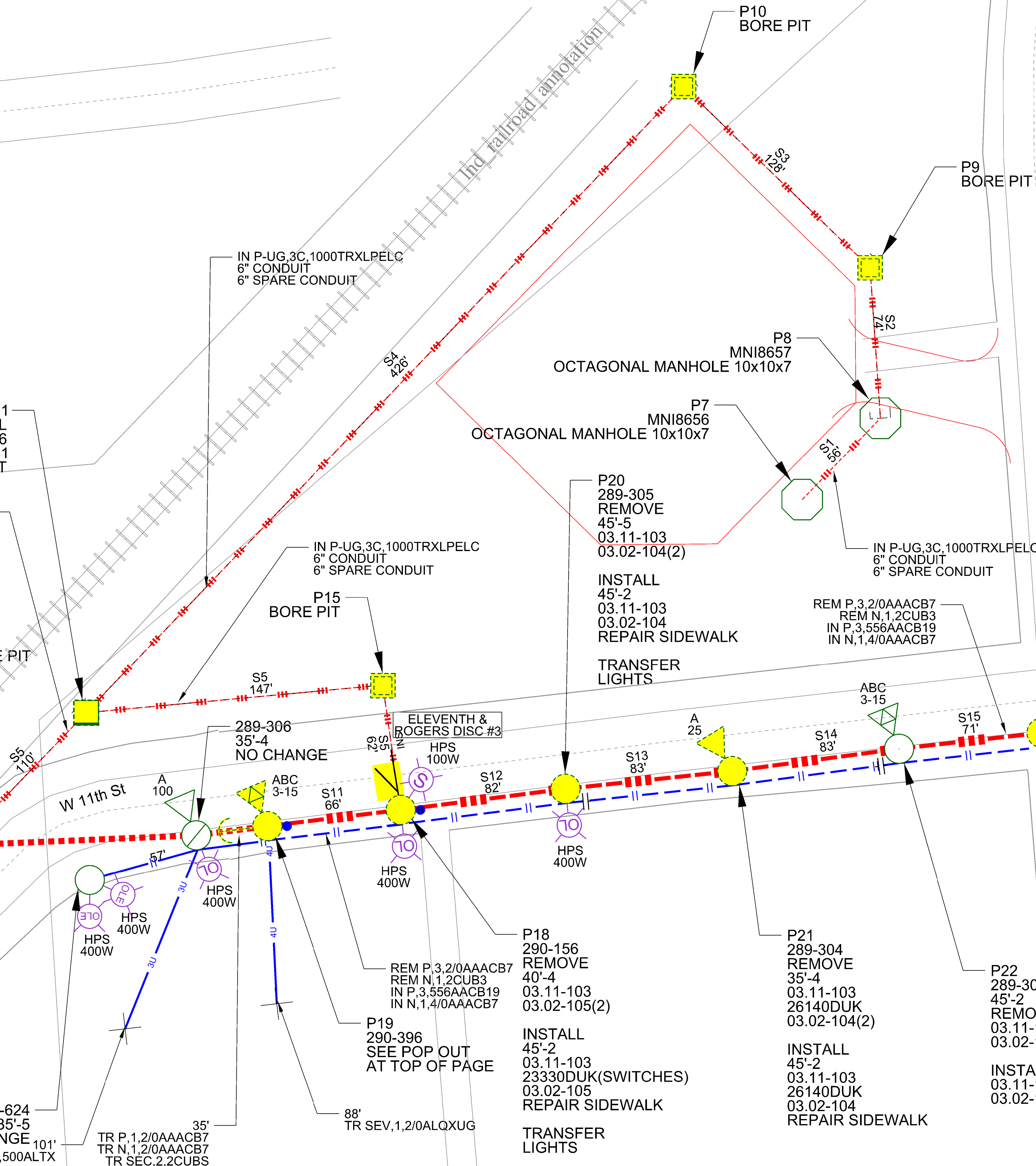


REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

- P19**
 290-396
 REMOVE
 45'-5
 03.11-127
 03.08-125
 26140DUK
 31201DUK-2IN
 03.02-105(4)
- INSTALL**
 45'-2
 03.11-127
 03.08-125
 26140DUK
 31201DUK-2IN
 03.02-105(3)
 02.04-102(2)
 02.04-126
 INSTALL SPLICE AT BASE OF POLE
 PRIMARY & NEUTRAL GUY LEAD @
 20' WEST
 REPAIR SIDEWALK
- TRANSFER**
 SINGLE PHASE PRIMARY TAP
 WEST SECONDARY WIRE

- P11**
 INSTALL
 MNI9086
 CONFIG 11
 BORE PIT
- P15**
 BORE PIT
- B13**
 BORE PIT
- B12**
 BORE PIT

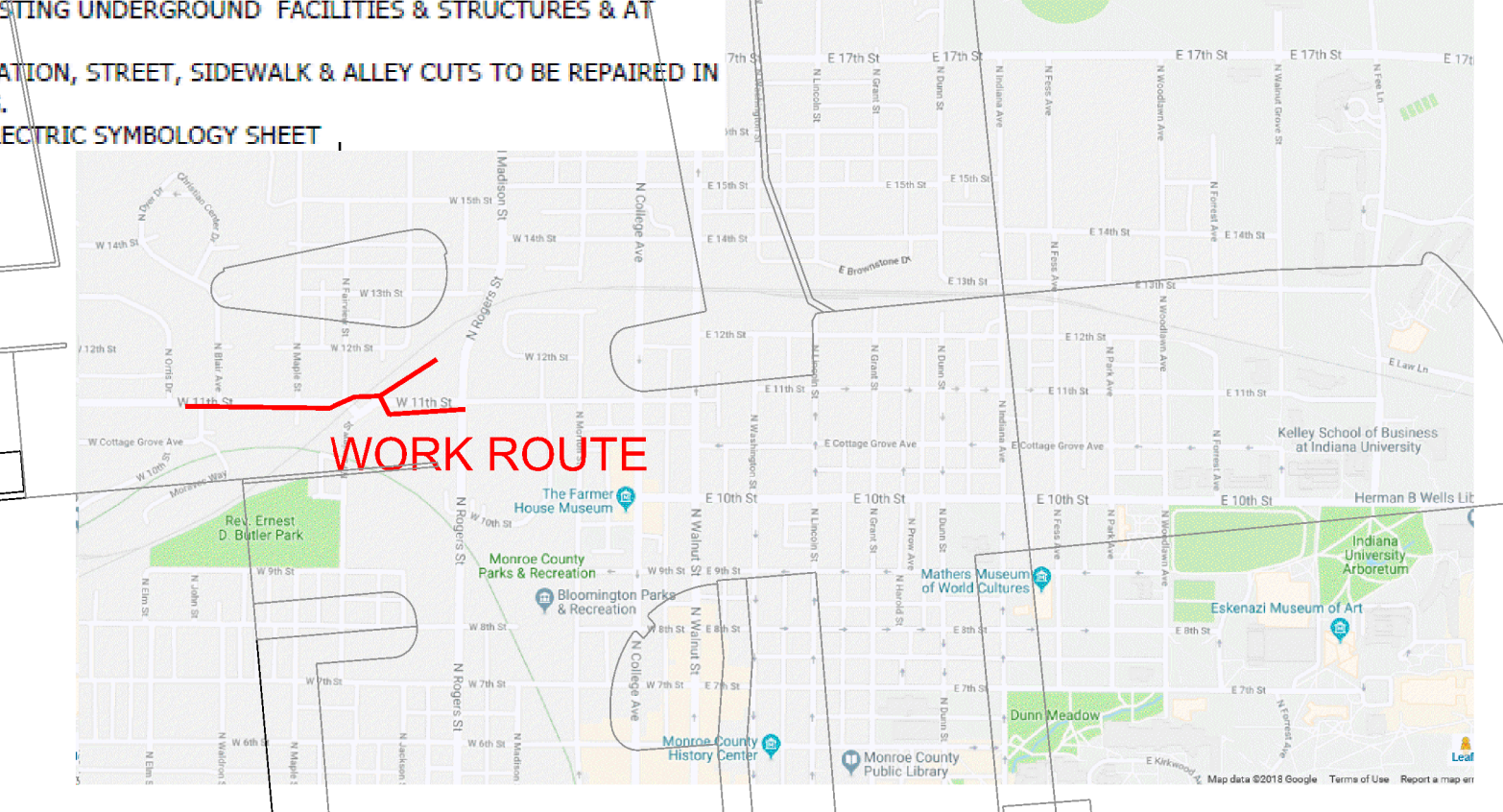
- 297-421**
 45'-4
 NO CHANGE
- 297-420**
 45'-5
 NO CHANGE
- 176-624**
 35'-5
 NO CHANGE
- 289-306**
 35'-4
 NO CHANGE
- 297-421**
 45'-4
 NO CHANGE



PRIMARY CABLES - IN CONDUIT CLEARANCES

	PARALLELING HORIZONTAL SEPARATION (IN)	CROSSING VERTICAL SEPARATION (IN)
COMMUNICATION LINES	12	12
WATER LINES	36	12
SEWER LINES	36	12
FUEL LINES	36	12
STEAM LINES	60	36
CUSTOMER OWNED CABLES	36	12

- NOTES: SEE SHEET 6
 USE CAUTION WHEN BORING/DIGGING
 1. UNDERGROUND CONTRACTOR TO VERIFY ALL UNDERGROUND FACILITIES BEFORE BORING/DIGGING.
 2. BORE DEPTHS AND LOCATIONS SHOULD BE ADJUSTED ACCORDING TO FIELD CONDITIONS.
 3. MAINTAIN PROPER CLEARANCE TO EXISTING UNDERGROUND FACILITIES & STRUCTURES & AT LEAST 36" OF COVER.
 4. ALL CUTS INCLUDING WITHOUT LIMITATION, STREET, SIDEWALK & ALLEY CUTS TO BE REPAIRED IN ACCORDANCE WITH CITY PERMITTING.
 5. FOR SYMBOLOLOGY DESCRIPTION SEE ELECTRIC SYMBOLOLOGY SHEET



FIELD VERIFY ALL EXISTING UNDERGROUND FACILITIES BEFORE DIGGING/BORING.
 GAI CONSULTANTS WILL NOT BE HELD LIABLE FOR ANY DAMAGE TO ANY FACILITY, UTILITY, PIPING OR STRUCTURE SHOWN OR NOT SHOWN.

Work Order Number 10057539

Customer/Contact _____

Contact Phone _____

Job Site Address **504 W 11th St**

City **BLOOMINGTON**

County **MONROE**

State, Zip **IN, 47404**

Designer **MICHAEL AMBS
CINDY ROWLAND**

Designer Phone **517-435-3945
317-776-5341**

Circuit ID **BLM 11TH ST. 1292**

Primary Voltage **12.477.2kV**

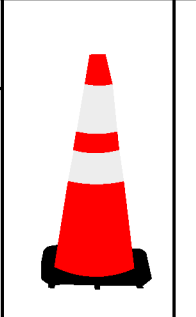
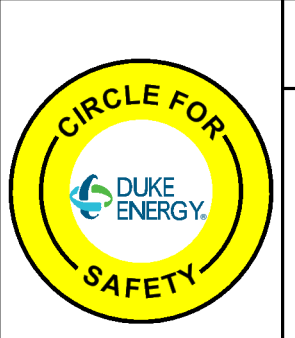
Permit Required **Yes___ No___**

Permit Type/No. _____

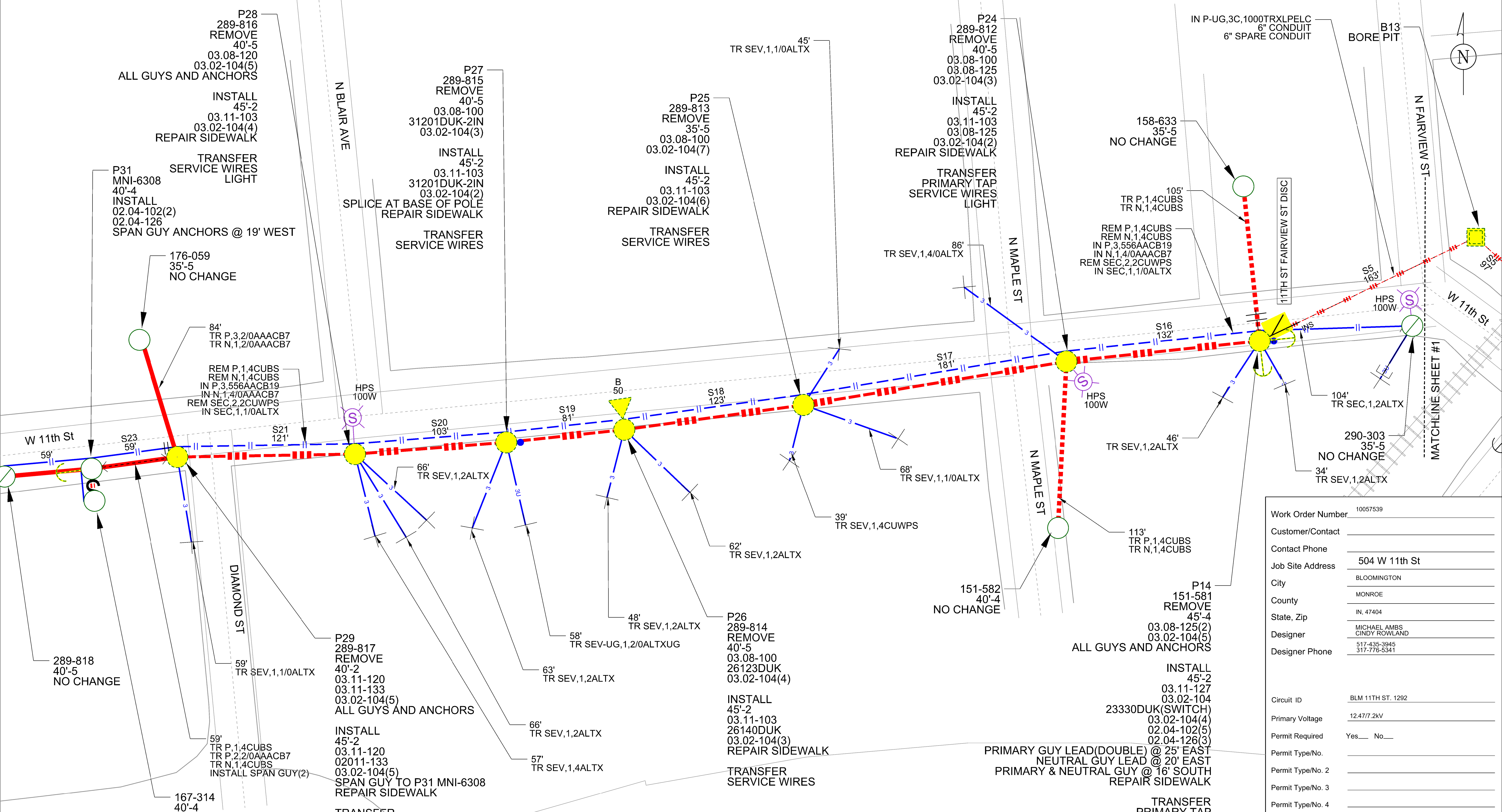
Permit Type/No. 2 _____

Permit Type/No. 3 _____

Permit Type/No. 4 _____



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	10057539
Customer/Contact	
Contact Phone	
Job Site Address	504 W 11th St
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	MICHAEL AMBS CINDY ROWLAND
Designer Phone	517-435-3945 317-776-5341
Circuit ID	BLM 11TH ST. 1292
Primary Voltage	12.47/7.2kV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



City of Bloomington
Planning and Transportation Department

September 12, 2019

Dear Property Owner,

The City of Bloomington Planning and Transportation Department is responsible for the issuance, notification, and maintenance in good order, of physical addresses for buildings and parcels within the City's Planning Jurisdiction. The Department is required to investigate, and correct if necessary, address problems that may cause confusion, or delay the delivery of emergency services (fire, police, and ambulance) within the City's jurisdiction.

IU Health Bloomington Hospital is in the process of building a new hospital, and Indiana University is building an educational building along what is currently North Range Road. With the new hospital/academic center attracting more people to the area, a more fitting street name is desired for the street name on which the hospital will reside. The newly renamed street will be **East Discovery Parkway**. Some Indiana University buildings may also receive a new street number to more accurately depict their location.

This letter serves to give 30 days' notice before the proposed street name change goes before the Board of Public works. All interested parties are welcome to attend the meeting and make comments if desired. That meeting will be held on **Tuesday, October 15th at 5:30 PM** in the Council Chambers at City Hall, 401 N. Morton St.

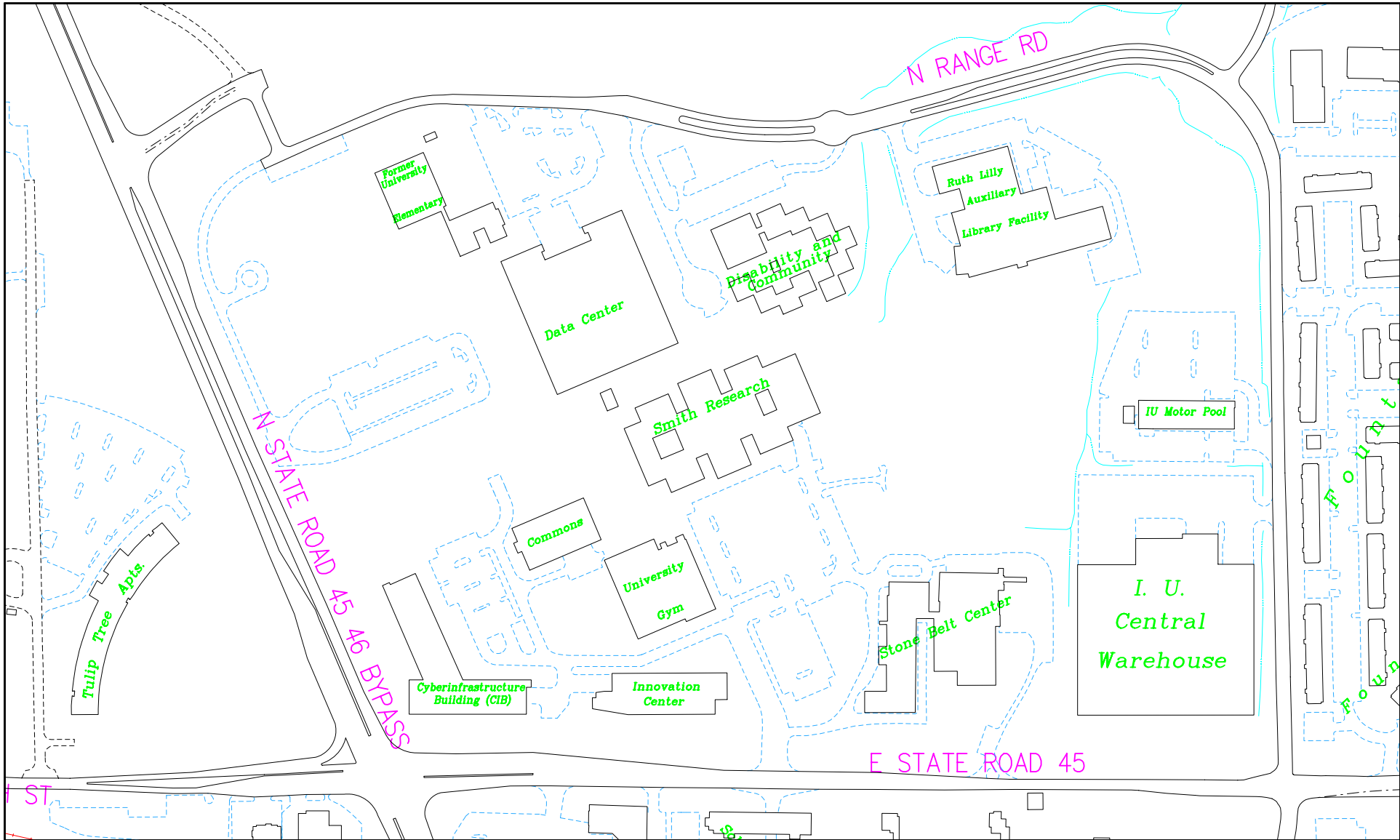
Once the street name change is approved residents and businesses will receive another notification. They will then have 30 days to adopt the new street name. The Planning and Transportation Department will notify Monroe County, City of Bloomington Utilities (Water, Sewer), the US Post Office, and Emergency Services (Fire Department, Ambulance, and Police) of this new address. It is your responsibility, as property owner or resident, to notify any other interested parties of the new address (Title Company, banks, private utility providers, security companies, etc.).

The Department understands that address changes can be inconvenient, and strives to minimize the impact these necessary changes cause to both residents and businesses.

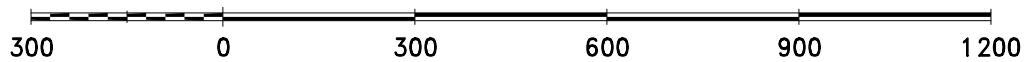
If you have any questions or comments, please contact the City of Bloomington Planning and Transportation Department. Thank you for your cooperation regarding this matter.

Sincerely,

Paul Kehrberg
Address Coordinator
City of Bloomington
Planning and Transportation Department



By: kehrberp
9 Oct 19



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 300'

BOARD OF PUBLIC WORKS
RESOLUTION 2019 – 99

APPROVE CHANGE OF STREET NAME FROM
NORTH RANGE ROAD TO EAST DISCOVERY PARKWAY

WHEREAS, the Board of Public Works for the City of Bloomington, Indiana, has authority to regulate streets and roadways that are part of subdivisions within the jurisdiction of the Bloomington City Plan Commission pursuant to Indiana Code 36-9-6, Indiana Code 36-7-4-405(c), and Bloomington Municipal Code Chapters 2.09 and 2.10; and

WHEREAS, North Range Road from State Road 45/46 Bypass east to East State Road 45, is located in Bloomington Township, Section 34 NE and Section 35 NW, and shown on Public Dedication of Right of Way, instrument number 2019005814, located in the Office of the Recorder of Monroe County, Indiana; and

WHEREAS, this street was recently transferred to the City of Bloomington, and it is desirable to change the name of North Range Road from State Road 45/46 Bypass to East State Road 45 in Bloomington Township, Section 34 NE and Section 35 NW;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Bloomington, Indiana that:

1. The street depicted as North Range Road is hereby renamed as “East Discovery Parkway.”
2. A copy of this Resolution shall be recorded in the Office of the Recorder of Monroe County, Indiana and shall be cross-referenced to the Public Right of Way Dedication recorded as Instrument Number 2019005814 in the Office of the Recorder, Monroe County, Indiana.

Approved this 15th day of October, 2019.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, City of Bloomington, Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2019.

Witness my hand and official seal:

Notary Public Signature

Notary Public Printed

My Commission Expires: _____

County of Residence: Monroe

Commission Number: _____

This document prepared by Paul Kehrberg, Address Coordinator, City of Bloomington Planning and Transportation Department, P.O. Box 100, Bloomington, Indiana 47402

I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F Moore



Board of Public Works Staff Report

Project/Event: Right of Way clearing, tree trimming for Utility lines on E. Rogers Road at Winding Brook Circle & S. Henderson Street between E. Hillside Drive and E. Miller Drive.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Meeting Date: October 15, 2019

The Planning and Transportation Department recently solicited quotes for the clearing of the right of way, tree trimming for Utility lines on E. Rogers Road at Winding Brook Circle & S. Henderson Street between E. Hillside Drive and E. Miller Drive. This is a required step in the process of constructing multiuse paths at these location.

Staff received two quotes for the clearing and tree trimming in the right of way. The results are as follows:

Tatman Sims & Pedigo, Corp. - \$21,304.00

Monroe LLC - \$27,840.00

Staff has reviewed the quotes and recommends awarding the contract to Tatman Sims & Pedigo, Corp. for the clearing of the right of way, tree trimming E. Rogers Road at Winding Brook Circle & S. Henderson Street between E. Hillside Drive and E. Miller Drive.

This work is locally funded.

Recommend **Approval** **Denial** by **Russell White**

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

TATMAN SIMS & PEDIGO CORP.

FOR

Right of Way clearing, tree clearing and/or trimming for utility line installation on E. Rogers Road at Winding Brook Circle & on S. Henderson Street between E. Hillside Drive and E. Miller Drive.

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Tatman Sims & Pedigo Corp., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for *trimming of tress overhanging the Right of Way and the clearing of all vegetation from the right of way in preparation for power line installations on E. Rogers Road at Winding Brook Circle, and on S. Henderson Street between E. Hillside Drive and E. Miller Drive, including but not limited to all trees, bushes, and brush with the exception of the trees that have been marked to remain. The right of way is depicted on the included plan sets. The trees which are to be removed are marked on the plan sets with a red X (Tree Removals). All trees, bushes, Limbs and brush that are cut down, trimmed or cleared shall be removed from the project site. Tree stumps may remain in place.*, (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 20 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03. 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 **Twenty-One Thousand, Three Hundred Four Dollars (\$21,304.00)**. 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. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

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

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

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

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

- a. Has formulated its own 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.

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

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

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

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

5.09. Workmanship and Quality of Materials

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

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

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

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

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

5.11. Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he 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	Tatman Sims & Pedigo Corp.
Attn: Matt Smethurst, Project Manager	Dennise Tatman, President
P.O. Box 100 Suite 130	8311 N. Lee Paul Rd.
Bloomington, Indiana 47402	Bloomington, IN 47404

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

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

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry

products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Tatman Sims & Pedigo, Corp.

ATTACHMENT 'A'

"SCOPE OF WORK"

Right of Way clearing, tree clearing and/or trimming for utility lines on E. Rogers Road at Winding Brook Circle & on S. Henderson Street between E. Hillside Drive and E. Miller Drive.

At both of the sites referenced above, this project shall include, but is not limited to, tree trimming and/or tree clearing and the clearing of all vegetation from the Right of Way in preparation for power line installations at both locations.

The Right of Way at both locations shall be cleared with the exception of the trees that have been marked to remain. The Right of Way is depicted on the included plan sets. The trees which are to be removed are marked on the plan sets with a red X (Tree Removals). Tree stumps may remain in place.

Quotes shall include all work at both locations

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 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-VERIFY AFFIDAVIT

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

- 1. The undersigned is the President of Tatman Sims & Pedigo Corp.
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.

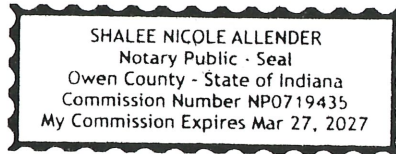
Dennise Tatman (handwritten signature)

Signature

Dennise Tatman (handwritten name)

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe) - Owen



Before me, a Notary Public in and for said County and State, personally appeared Dennise Tatman and acknowledged the execution of the foregoing this 11th day of October, 2019.

Shalee Nicole Allender (handwritten signature)

Notary Public's Signature

Shalee Nicole Allender (handwritten name)

Printed Name of Notary Public

My Commission Expires: 03/27/27

County of Residence: Owen

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, City of Bloomington, Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2019.

Witness my hand and official seal:

Notary Public Signature

Notary Public Printed

My Commission Expires: _____

County of Residence: Monroe

Commission Number: _____

This document prepared by Paul Kehrberg, Address Coordinator, City of Bloomington Planning and Transportation Department, P.O. Box 100, Bloomington, Indiana 47402

I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F Moore

SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT

The undersigned quoter 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 quote by anyone at such letting nor to prevent any person from quoting nor to include anyone to refrain from quoting, and that this quote is made without reference to any other quote and without any agreement, understanding or combination with any other person in reference to such quoting.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING QUOTE FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Monroe County this 11th day of October 2019

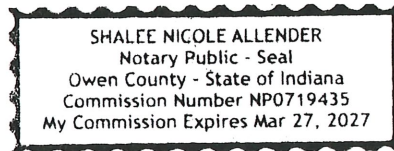
(Name of Organization) Tatman Sims & Pedigo Corp

By Dennise Tatman

(Title of Person Signing) Dennise Tatman, President

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Owen)



Before me, a Notary Public, personally appeared the above-named Dennise L Tatman and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 11th day of October 2019

Shalee Nicole Allender
Notary Public

My Commission Expires: 03/27/27

County of Residence: Owen



Board of Public Works Staff Report

Project/Event: CE Solutions Structural Assessment – Change Order #1
Petitioner/Representative: Public Works, Ryan Daily
Staff Representative: Ryan Daily
Date: 10.15.2019

Report:

Staff hired CE Solutions to conduct structural engineering and design documents for the Walnut Street Garage Stairwell project. Staff requested additional services from CE Solutions for this project.

- MEP design, by Applied Engineering, for existing utilities
- MEP notes/details added to the Construction Documents by Applied Engineering
- Additional project management, coordination, and communication
- Services provided by RTM Consultants for Variance Application (2 times) and State Application for Plan Release
- Two additional construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.

This is a change order amount is \$19,850.

Funding Source will be: 452.26.260000.53650 (Other Repairs)

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



Board of Public Works Staff Report

Request: Approval of Agreement for milling machine rental with Mid-American Milling Co., LLC

Petitioner/Representative: Department of Public Works, Street Division

Staff Representative: Adam Wason, Public Works Director

Date: 10/15/2019

The City of Bloomington Street Department would like to enter an equipment for use of a milling machine with approve vendor Mid-American Milling Co, due to Streets current milling machine being down with repairs that can't be completed at Fleet. The agreement is for (1) day of rental of a seven (7') ft. milling machine from MAMCO. The daily rental amount is \$ 5,500 per day and \$500 mobilization. Street plans to use for 2 days on East Hillside Drive from South Walnut Street to South Highland Ave.

Specialties Company LLC	\$ 6,250.00 (includes both daily rate + mobilization)
McCrite Milling Co.	\$ 6,000.00 (includes both daily rate + mobilization)
Mid-America Milling Co., LLC	\$ 5,500.00 (daily rate) + \$500.00 (mobilization)

Recommend **Approval** **Denial by:** Adam Wason



Building 2501, Suite #400
Jeffersonville, IN 47130
(812) 282-2751 Fax (812) 283-9846

EQUIPMENT LEASE AGREEMENT

MID-AMERICA MILLING CO., LLC submits to City of Bloomington Street Dept. for their consideration and acceptance, the following equipment at the daily rates specified:

*EQUIPMENT MAKE & MODEL
Wirtgen Milling Machine, W210 or W220
Mobilization

RENTAL RATES
\$5,500 per Day (10 hour max.)
\$500.00

This equipment is to be used on **Hillside Ave. in Bloomington, Monroe County, Indiana.**
This proposal is subject to and also contains the following conditions and provisions:

- 1). The above equipment will be furnished in good mechanical condition and working condition. **MID-AMERICA MILLING CO., LLC** shall provide the fuel, oil, teeth and maintenance needed for the efficient operation of said equipment.
- 2). The rental rate as set out above is to be paid only during the days that the above-named equipment is present and ready to operate on above-named project.
- 3). The equipment will be delivered to the job location at the time project begins and will be transported away upon completion of the work. **Mobilization cost per machine is \$ 500.00.**
- 4). The equipment and its operators will be under the supervision of **City of Bloomington Street Dept.** who shall direct the time and place for the equipment usage.
- 5). Evidence will be furnished to **City of Bloomington Street Dept.** that public liability insurance is carried on the above equipment (if requested).
- 6). Both parties will have the right to terminate this agreement upon giving written notice.
- 7). This proposal will represent the entire agreement between the parties and shall not be changed except by instrument in writing by the parties.

Submitted by Edward Plouffe
MID-AMERICA MILLING CO., LLC
6200 E Highway 62
Building 2501 Suite 400
Jeffersonville, IN 47130

Date 10-10-2019

Accepted by _____
City of Bloomington Street Dept.

Date _____

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS

AND

MID-AMERICA MILLING CO., LLC

FOR

MILLING WORK ON E. HILLSIDE AVENUE

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Mid-America Milling Co., LLC ("MAMCO"), (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for *provision of milling machine (Wirtgen Milling Machine, W210 or W220) for City's use for milling pavement on E. Hillside Ave*, (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 3 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto

that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Eleven Thousand, Five Hundred Dollars (\$11,500.00) for two (2) days of milling OR Seventeen Thousand Dollars (\$17,000.00) for three (3) days of milling, if needed. 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,	and \$2,000,000 in the aggregate

General Aggregate Limit (other than Products/Completed Operations)	
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion.

Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Mid-America Milling Co., LLC
Attn: Joe VanDeventer, Dir. of St Operations	Attn: Scott Sherrell, General Manager
P.O. Box 100 Suite 130	6200 E Highway 62
Bloomington, Indiana 47402	Jeffersonville, IN 47130

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.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Mid-America Milling Co., LLC

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"

Scope of work – Use of Milling Machine for pavement milling on E. Hillside Ave for two (2) days, or three (3) is necessary.

Provides 7 ft. milling machine with fuel, oil, teeth and maintenance needed

Mill 1 ½' of curb lines

City to provide traffic control, dump trucks, sweeper and hauling of millings.

20____
Signature

Date: _____

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 _____)

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__.

Notary Public's Signature

Printed Name of Notary Public

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

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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: _____

Commission Number: _____

County of Residence: _____

Notary Public Signature

Printed Name



Board of Public Works Staff Report

Request: Approval of Agreement to Repair existing dam at the South Adams & West Tapp Rd pond

Petitioner/Representative: Department of Public Works, Street Division

Staff Representative: Adam Wason, Public Works Director

Date: 10/15/2019

The City of Bloomington Street Department would like to enter into an agreement with Kevin Huntley Excavating, Inc. to repair the dam at South Adams & West Tapp Road pond. The dam needs to be elevated 18" to original height for drainage.

Kevin Huntley Excavating, Inc.	\$ 6,000
Groomer Construction	No Bid
Stanger Excavating, Inc.	No Response

Recommend **Approval** **Denial by:** Adam Wason

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

STREET OPERATIONS DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS

AND

KEVIN HUNTLEY EXCAVATION, INC.

FOR

REPAIR OF THE EXISTING DAM AT THE SOUTH ADAMS STREET AND WEST TAPP ROAD POND

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Kevin Huntley Excavation, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for ***the repair of the existing dam at the South Adams Street and Tapp Road Pond.***, (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 (Forty-five) 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto

that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 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 \$6,000.00 (Six thousand dollars and no cents). 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	\$1,000,000 per occurrence and \$2,000,000 in the aggregate

Aggregate Limit (other than Products/Completed Operations)	
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. . CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This

Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

- a. Has formulated its own 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.

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he 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

CONTRACTOR:

City of Bloomington	Kevin Huntley Excavating, Inc
Attn: Joe VanDeventer, Director of Street Operations	Attn: Kevin Huntley
P.O. Box 100 Suite 120	7333 W Gifford Rd
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees’ Immigration Status**

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Huntley Excavating, Inc.

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"

Shot rock will be added to portion that will be underwater

Widen dam to 8 ft. and adding 18" to the height

Layer of fabric will be placed on the rock before a layer of clay is added and compacted

Dam will be capped with a layer of topsoil

Street Department will seed/straw once job is completed

Project completed within 45 days

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

Commission Number: _____

*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 _____)

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__.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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: _____

Commission Number: _____

County of Residence: _____

Notary Public Signature

Printed Name



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Priscilla Cruz	01-refund adoption fee		10/18/2019	75.00
Carly Kelley	01-refund adoption fee-kitten		10/18/2019	30.00
Kelli Sanderson	01-refund adoption fee-puppy		10/18/2019	75.00
Account 43430 - Animal Adoption Fees Totals			3	\$180.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-folder labels		10/18/2019	4.26
6530 - Office Depot, INC	01-sheet holders for kennels		10/18/2019	13.20
5819 - Synchrony Bank	01-paper paw prints for adoption event		10/18/2019	21.56
Account 52110 - Office Supplies Totals			3	\$39.02
Account 52210 - Institutional Supplies				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-flea and tick prevention-Frontline		10/18/2019	739.90
313 - Fastenal Company	01-bleach, paper towels, hand sanitizer-9/23/19		10/18/2019	341.95
4586 - Hill's Pet Nutrition Sales, INC	01-canned puppy/feline/kitten food-9/20/19		10/18/2019	165.96
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline canned food-9/20/19		10/18/2019	171.00
9269 - HP Products Corporation	01-food bowls for BACC		10/18/2019	66.60
4633 - Midwest Veterinary Supply, INC	01-antibiotics, sharps container-9/19/19		10/18/2019	192.22
4633 - Midwest Veterinary Supply, INC	01-antifungal antibiotics, supportive therapy-9/30/19		10/18/2019	169.33
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L & XL), syringes-9/30/19		10/18/2019	254.86
4633 - Midwest Veterinary Supply, INC	01-syringes, timothy hay-9/19/19		10/18/2019	204.88
4137 - Patterson Veterinary Supply, INC	01-cough tabs, carprofen caplet-9/13/19		10/18/2019	155.31
Account 52210 - Institutional Supplies Totals			10	\$2,462.01
Account 52310 - Building Materials and Supplies				
53005 - Menards, INC	01-bldg repair supplies-outlet plate, kickdown, emt conduit		10/18/2019	31.51
5819 - Synchrony Bank	01 commercial grade replacement faucet for animal shelter		10/18/2019	348.68
Account 52310 - Building Materials and Supplies Totals			2	\$380.19
Account 52410 - Books				
5819 - Synchrony Bank	01-Compassion Fatigue book		10/18/2019	19.99



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5819 - Synchrony Bank	01- staff training books		10/18/2019	359.82
	Account 52410 - Books Totals		2	<u>\$379.81</u>
Account 52420 - Other Supplies				
5819 - Synchrony Bank	01-2 tents for BACC Events		10/18/2019	198.00
	Account 52420 - Other Supplies Totals		1	<u>\$198.00</u>
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-9/12-9/30/2019		10/18/2019	4,956.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-10/1/19		10/18/2019	791.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgery, dental work, eye removal surgery-9/24/19		10/18/2019	1,231.94
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-refund on charge-9/24/19		10/18/2019	(11.30)
	Account 53130 - Medical Totals		4	<u>\$6,968.24</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-9/23/2019		10/18/2019	28.30
	Account 53220 - Postage Totals		1	<u>\$28.30</u>
Account 53610 - Building Repairs				
6500 - Air-Master Heating & Air Conditioning	01-maintenance on HVAC-9/11/2019	BC 2019-35	10/18/2019	4,818.50
4483 - City Lawn Corporation	19- SA 3410 S. Walnut St. Mowing 9/3	BC 2019-38	10/18/2019	120.00
321 - Harrell Fish, INC	01-Quarterly PM Fall Check	BC 2019-23	10/18/2019	826.00
1537 - Indiana Door & Hardware Specialties, INC	01-New Door Enclosures on kennels at ACC	BC 2019-25	10/18/2019	208.00
	Account 53610 - Building Repairs Totals		4	<u>\$5,972.50</u>
	Program 010000 - Main Totals		30	<u>\$16,608.07</u>
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-heartworm treatment-9/23/2019		10/18/2019	109.03
	Account 53130 - Medical Totals		1	<u>\$109.03</u>
	Program 010001 - Donations Over \$5K Totals		1	<u>\$109.03</u>
	Department 01 - Animal Shelter Totals		31	<u>\$16,717.10</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 53210 - Telephone				
1079 - AT&T	02-Radio circuits-phone charges 8/29-9/28/19		10/07/2019	180.64



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Account 53210 - Telephone Totals	1	\$180.64
Account 53990 - Other Services and Charges				
205 - City Of Bloomington	02-PC Reim-2nd & Adams Carwash-9/17/2019		10/18/2019	10.00
199 - Monroe County Government	02 Plat copies for SARP project(Sidewalk Assistance Repair)		10/18/2019	7.00
		Account 53990 - Other Services and Charges Totals	2	\$17.00
		Program 020000 - Main Totals	3	\$197.64
		Department 02 - Public Works Totals	3	\$197.64
Department 03 - City Clerk				
Program 030000 - Main				
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-publication-Resolution 19-14 income tax-9/14/2019		10/18/2019	360.83
		Account 53320 - Advertising Totals	1	\$360.83
		Program 030000 - Main Totals	1	\$360.83
		Department 03 - City Clerk Totals	1	\$360.83
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	04 - 11 x 17 Copy Paper - 2 reams		10/18/2019	25.04
6530 - Office Depot, INC	04 - CREDIT for returned paper		10/18/2019	(45.98)
		Account 52110 - Office Supplies Totals	2	(\$20.94)
Account 52420 - Other Supplies				
234 - Monroe County Community School Corporation	04 - ESD Paying half - 45 books "One Plastic Bag" for 4th grade		10/18/2019	292.27
		Account 52420 - Other Supplies Totals	1	\$292.27
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	04-Sean Conf Fee 2019 Midwest Creative-Placemaking Summit		10/18/2019	233.86
517 - Indiana Economic Development Association, INC	04 - Alex - 2019 IEDA Practitioner's Guide to Econ Dev.		10/18/2019	275.00
		Account 53160 - Instruction Totals	2	\$508.86
Account 53170 - Mgt. Fee, Consultants, and Workshops				
1138 - BCT Management, INC	04 - BCT Rental Deposit for The Biggest Little Farm		10/18/2019	400.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$400.00
Account 53910 - Dues and Subscriptions				



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	04-Hootsuite-10/2-11/1/19		10/18/2019	5.99
	Account 53910 - Dues and Subscriptions Totals		1	<u>5.99</u>
Account 53970 - Mayor's Promotion of Business				
818 - Everywhere Signs, LLC	04 Remove Window Graphic & install new at BCT	BC 2019-31	10/18/2019	788.00
	Account 53970 - Mayor's Promotion of Business Totals		1	<u>788.00</u>
Account 53990 - Other Services and Charges				
6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities		10/18/2019	345.00
	Account 53990 - Other Services and Charges Totals		1	<u>\$345.00</u>
	Program 040000 - Main Totals		9	<u>\$2,319.18</u>
	Department 04 - Economic & Sustainable Dev Totals		9	<u>\$2,319.18</u>
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	06-Colored paper and HD stapler		10/18/2019	9.48
	Account 52110 - Office Supplies Totals		1	<u>\$9.48</u>
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	06-Conference expenses-Hyland Conf-Cleveland OH (K. Curran)		10/18/2019	500.00
	Account 53160 - Instruction Totals		1	<u>\$500.00</u>
Account 53230 - Travel				
6506 - Kevin Curran	06-Travel Reimb-Hyland Conf.- Cleveland OH-9/15-9/22		10/18/2019	1,276.19
3560 - First Financial Bank / Credit Cards	06-Travel expenses-Hyland Conf-Cleveland OH (K. Curran)		10/18/2019	521.16
	Account 53230 - Travel Totals		2	<u>\$1,797.35</u>
Account 53990 - Other Services and Charges				
1352 - Cornerstone Planning & Design INC	18- Project Management		10/18/2019	7,473.08
	Account 53990 - Other Services and Charges Totals		1	<u>\$7,473.08</u>
	Program 060000 - Main Totals		5	<u>\$9,779.91</u>
	Department 06 - Controller's Office Totals		5	<u>\$9,779.91</u>
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
8002 - Safeguard Business Systems, INC	09-#10 gum seal white envelopes-7,500		10/18/2019	393.55



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 52110 - Office Supplies Totals		1	\$393.55
Account 52420 - Other Supplies				
5931 - Opie Taylors, LLC	09-Our Table Our Talk-food for recording crew		10/18/2019	80.47
	Account 52420 - Other Supplies Totals		1	\$80.47
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6766 - Justin Kyle Crossley	09-Our Table Our Talk production cost		10/18/2019	4,550.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$4,550.00
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	09-hotel room for J. Whiteaker in Iowa City/shadow town ambassdo		10/18/2019	323.76
7072 - Jenna Elizabeth Whiteaker	14-per diem/pkg/fuel-Iowa City-shadow w/Night Mayor-9/16-9/19/19		10/18/2019	279.01
	Account 53230 - Travel Totals		2	\$602.77
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	09-250 business cards J. Whiteaker-Night Ambassador		10/18/2019	36.50
	Account 53310 - Printing Totals		1	\$36.50
Account 53640 - Hardware and Software Maintenance				
53442 - Paragon Micro, INC	09-Renewal of Adobe InDesign and Creative Cloud for teams		10/18/2019	1,326.98
	Account 53640 - Hardware and Software Maintenance Totals		1	\$1,326.98
Account 53940 - Temporary Contractual Employee				
580 - Express Services, INC	09-Temp for front desk reception-S. Cook-week 9/15/2019		10/18/2019	764.00
580 - Express Services, INC	09-Temp for front desk reception-S. Cook-week 9/22/2019		10/18/2019	764.00
	Account 53940 - Temporary Contractual Employee Totals		2	\$1,528.00
	Program 090000 - Main Totals		9	\$8,518.27
	Department 09 - CFRD Totals		9	\$8,518.27
Department 10 - Legal				
Program 100000 - Main				
Account 53120 - Special Legal Services				
205 - City Of Bloomington	10-PC Reimb-Mo Co Auditor-tax sale deeds-7		10/18/2019	175.00
3560 - First Financial Bank / Credit Cards	10-fee for moot request for trial		10/18/2019	500.00
	Account 53120 - Special Legal Services Totals		2	\$675.00
	Program 100000 - Main Totals		2	\$675.00
	Department 10 - Legal Totals		2	\$675.00



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	11-Switcher studio professional yearly		10/18/2019	588.00
	Account 53910 - Dues and Subscriptions Totals	1		<u>588.00</u>
	Program 110000 - Main Totals	1		<u>588.00</u>
	Department 11 - Mayor's Office Totals	1		<u>588.00</u>
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	12-shredder bags		10/18/2019	4.39
6530 - Office Depot, INC	12-yellow copy paper, manila envelopes		10/18/2019	22.92
	Account 52110 - Office Supplies Totals	2		<u>\$27.31</u>
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	12-Indiana Chamber Supervisors Handbook		10/07/2019	114.44
53442 - Paragon Micro, INC	12-Logitech M510 Mouse \$34.99		10/18/2019	34.99
	Account 52420 - Other Supplies Totals	2		<u>\$149.43</u>
Account 53990 - Other Services and Charges				
5836 - Mary Caroline Buchanan Shaw	12 Reimbursement for lunch during Engineer Interviews		10/18/2019	67.25
David Devine	12-per diem/hotel/mileage-Interview City Eng. position		10/18/2019	391.19
3560 - First Financial Bank / Credit Cards	12-Vyond Subscription/Vyond Essential-Annual		10/07/2019	239.20
Jordan Williams	12-per diem/hotel/pkg/mileage-interview City Eng. position		10/18/2019	256.44
	Account 53990 - Other Services and Charges Totals	4		<u>\$954.08</u>
	Program 120000 - Main Totals	8		<u>\$1,130.82</u>
	Department 12 - Human Resources Totals	8		<u>\$1,130.82</u>
Department 13 - Planning				
Program 130000 - Main				
Account 52240 - Fuel and Oil				
6794 - Ryan Clemens	13-per diem/fuel-MPO Annual Conf-Ft Wayne-9/23-9/26/19		10/18/2019	38.35
	Account 52240 - Fuel and Oil Totals	1		<u>\$38.35</u>
Account 52420 - Other Supplies				



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6792 - VARI Sales Corporation	13-Varidesk (for Mallory Rickbeil)-		10/18/2019	355.50
	Account 52420 - Other Supplies Totals		1	<u>\$355.50</u>
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	13-OSHA (10-hr Construction Training)_for Karina Pazos		10/18/2019	97.99
3560 - First Financial Bank / Credit Cards	13-AICP Exam Registration (Amir Farshchi) thru APA		10/18/2019	425.00
3560 - First Financial Bank / Credit Cards	13-Conf. Registration (Protecting Pollinators)_for Linda T.		10/18/2019	325.00
	Account 53160 - Instruction Totals		3	<u>\$847.99</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6289 - Clarion Associates, LLC	13-UDO Update-Contract Ext-services thru 8/31/19		10/18/2019	11,664.27
8305 - Schmidt Associates, INC	13-City Architect-Proj. Review-services 8/1-8/30/19		10/18/2019	1,903.75
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	<u>\$13,568.02</u>
Account 53990 - Other Services and Charges				
199 - Monroe County Government	13-August 2019 copies-10		10/18/2019	10.00
53442 - Paragon Micro, INC	13-Adobe Creative Cloud License-10 staff_Keegan billed separate		10/18/2019	9,309.90
53442 - Paragon Micro, INC	13 - Adobe Creative Cloud for teams All Apps (Keegan		10/18/2019	854.99
53442 - Paragon Micro, INC	13 - Adobe Acrobat Pro 2017 (Liz & Emily)		10/18/2019	757.98
	Account 53990 - Other Services and Charges Totals		4	<u>\$10,932.87</u>
Account 54310 - Improvements Other Than Building				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-8/2-8/29/19		10/18/2019	51,502.50
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$51,502.50</u>
	Program 130000 - Main Totals		12	<u>\$77,245.23</u>
Program 132000 - MPO				
Account 53230 - Travel				
6794 - Ryan Clemens	13-per diem/fuel-MPO Annual Conf-Ft Wayne-9/23-9/26/19		10/18/2019	125.00
3560 - First Financial Bank / Credit Cards	13-Hotel-P. Martin-IN- MPO Conf.-9/23-9/26/19		10/18/2019	475.38
3560 - First Financial Bank / Credit Cards	13-Hotel-R. Clemen-IN- MPO Conf-9/23-9/26/19		10/18/2019	499.38
	Account 53230 - Travel Totals		3	<u>\$1,099.76</u>
	Program 132000 - MPO Totals		3	<u>\$1,099.76</u>
	Department 13 - Planning Totals		15	<u>\$78,344.99</u>
Department 19 - Facilities Maintenance				
Program 190000 - Main				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52310 - Building Materials and Supplies				
7044 - ECO Parking Technologies, LLC	19 LED conversion supplies City Hall		10/18/2019	249.00
395 - Kirby Risk Corp	19 Electrical supplies for facilities maintenance		10/18/2019	20.86
395 - Kirby Risk Corp	19 LED supplies for Fire Station 2 upgrade		10/18/2019	79.16
394 - Kleindorfer Hardware & Variety	19 - Key made		10/18/2019	1.00
394 - Kleindorfer Hardware & Variety	19-(3) paintrollers and Paint tray for Facilities Maintenance		10/18/2019	12.46
394 - Kleindorfer Hardware & Variety	19-36" bar clamp and come along for Facilities Maintenance		10/18/2019	84.98
394 - Kleindorfer Hardware & Variety	19-Vacum brake and Flush valve for Facilities Maintenance		10/18/2019	29.38
394 - Kleindorfer Hardware & Variety	19- screw posts, retractable key cl, 2" split for Facilities		10/18/2019	5.16
5819 - Synchrony Bank	19-Cabinet door lock for front desk in atrium		10/18/2019	10.99
394 - Kleindorfer Hardware & Variety	19-Frog Tape for Facilities Maintenance		10/18/2019	11.99
394 - Kleindorfer Hardware & Variety	19-Contact Cement & laminae Roller for Facilities Maintenance		10/18/2019	17.48
394 - Kleindorfer Hardware & Variety	19- 2 spray grips for Facilities Maintenance		10/18/2019	9.58
Account 52310 - Building Materials and Supplies Totals			12	\$532.04
Account 52420 - Other Supplies				
9523 - Freedom Business Solutions, LLC	19-Toner for printer PW Facilities JD Boruff		10/18/2019	59.95
5819 - Synchrony Bank	19 - Podium		10/18/2019	120.35
5819 - Synchrony Bank	Microphone mounting plate Audio-Technical		10/18/2019	59.00
5819 - Synchrony Bank	19-Cabinet door lock for front desk in atrium		10/18/2019	23.12
Account 52420 - Other Supplies Totals			4	\$262.42
Account 53610 - Building Repairs				
32 - Cassidy Electrical Contractors, INC	19-Service Agreement for Electrical Repairs to the Cat Are @ ACC		10/18/2019	193.38
4483 - City Lawn Corporation	19- SA 4th & Washington St. Mowing 9/4,9/11,9/18,9/25	BC 2019-38	10/18/2019	120.00
4483 - City Lawn Corporation	19 SA Dog Pen Mowing 9/3, 9/18	BC 2019-38	10/18/2019	80.00
4483 - City Lawn Corporation	19 SA 8th & Madison St. Mowing 9/3, 9/12	BC 2019-38	10/18/2019	70.00
4483 - City Lawn Corporation	19 SA Training Center Mowing 9/3, 9/18	BC 2019-38	10/18/2019	110.00
4483 - City Lawn Corporation	19 SA 2nd & Weimer Rd. Mowing 9/21	BC 2019-38	10/18/2019	35.00
4483 - City Lawn Corporation	19 SA 2541 W. Third St. Mowing 9/11, 9/26	BC 2019-38	10/18/2019	100.00
21104 - Cummins Crosspoint, LLC	19-Full Service Maintenance of Generators at City Hall	BC 2019-53	10/18/2019	884.83
321 - Harrell Fish, INC	17-Service Agreement- Water Leak Repair in City Hall Parking Lot	BC 2019-23	10/18/2019	10,122.27
321 - Harrell Fish, INC	19 - Repaired council office heat pump	BC 2019-23	10/18/2019	574.82



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Contract for City Hall & Public Works Facilities	BC 2018-87	10/18/2019	16,335.72
	Account 53610 - Building Repairs Totals		11	\$28,626.02
Account 54510 - Other Capital Outlays				
6070 - 72 Hour LLC (National Auto Fleet Group)	19 Replacement of Transit Van for Maintenance Personnel		10/18/2019	37,698.00
4859 - MH Logistics CORP (MH Equipment)	19-Purchase of a Genie Lift for City Hall		10/18/2019	35,315.61
	Account 54510 - Other Capital Outlays Totals		2	\$73,013.61
	Program 190000 - Main Totals		29	\$102,434.09
	Department 19 - Facilities Maintenance Totals		29	\$102,434.09
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	28 - Plotter Paper - 8 Rolls		10/18/2019	250.32
5819 - Synchrony Bank	25-credit return mount-it triple monitor mount		10/18/2019	(66.59)
5819 - Synchrony Bank	28 - Amazon - Triple Mount Monitor Mount		10/18/2019	66.59
	Account 52420 - Other Supplies Totals		3	\$250.32
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	28 - Cisco Certified Entry Networking Technician - Nick Myers		10/18/2019	165.00
	Account 53160 - Instruction Totals		1	\$165.00
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	28-Urban Hotel-Sibo-Oracle Conf.-CA - 9/15/19		10/18/2019	296.05
3560 - First Financial Bank / Credit Cards	28-SF Plaza Hotel-Sibo-Oracle-Lodging-CA-9/16-9/20/19		10/18/2019	916.00
5750 - Walid Sibo	28-per diem/Lyft/Shuttle-Oracle Conf-CA-9/15-9/21/19		10/18/2019	509.58
	Account 53230 - Travel Totals		3	\$1,721.63
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	28 - LinkedIn Job Posting for Systems & Applications Manager		10/18/2019	225.69
	Account 53320 - Advertising Totals		1	\$225.69
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-CH/Off site facilities-Copier Maintenance-8/17-9/16/19		10/18/2019	2,246.44
	Account 53640 - Hardware and Software Maintenance Totals		1	\$2,246.44
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28 - Domain Registration for helpingbloomingtonmonroe.org		10/18/2019	13.95



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	28 - Basecamp Project Planning Sub-9/11-10/11/19		10/18/2019	20.00
3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces - September 2019		10/18/2019	76.57
53442 - Paragon Micro, INC	28 - Adobe Creative Cloud Annual Renewal		10/18/2019	5,585.94
5786 - Promevo, LLC	28-Google Drive Storage Subscription 50GB-September 2019		10/18/2019	16.75
	Account 53910 - Dues and Subscriptions Totals		5	\$5,713.21
	Program 280000 - Main Totals		14	\$10,322.29
	Department 28 - ITS Totals		14	\$10,322.29
	Fund 101 - General Fund (S0101) Totals		127	\$231,388.12
Fund 103 - Restricted Donations(ord 05-17)				
Department 06 - Controller's Office				
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
4623 - Bayer Corporation	01-corneal repair gel 3 ML		10/18/2019	54.81
4666 - Zoetis, INC	01-antibiotics, vaccines-9/16/19		10/18/2019	557.31
	Account 52210 - Institutional Supplies Totals		2	\$612.12
	Program 400102 - Animal Supplies Totals		2	\$612.12
	Department 06 - Controller's Office Totals		2	\$612.12
	Fund 103 - Restricted Donations(ord 05-17) Totals		2	\$612.12
Fund 270 - CC Jack Hopkins NR17-42 (S0011)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
232 - Monroe County United Ministries INC	15-Jack Hopkins Grant-installation of new fire alarm system		10/18/2019	31,456.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH19-auto repairs-8/13, 8, 14, 8/16 & 9/10/2019		10/18/2019	1,477.00
179 - Special Olympics Indiana, INC	15-JH19 Grant-shirts for corn toss/flag football players		10/18/2019	1,050.40
	Account 53960 - Grants Totals		3	\$33,983.40
	Program 050000 - Main Totals		3	\$33,983.40
	Department 05 - Common Council Totals		3	\$33,983.40
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		3	\$33,983.40
Fund 312 - Community Services				
Department 09 - CFRD				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 090014 - Latino Programs				
Account 52420 - Other Supplies				
6418 - Josefa Luce	09-Reimburse for food/supplies purchased for Fiesta del Ontono		10/18/2019	47.85
8002 - Safeguard Business Systems, INC	09-Fiesta del Ontono-sandwiched hand fan		10/18/2019	371.80
	Account 52420 - Other Supplies Totals	2		<u>419.65</u>
Account 53990 - Other Services and Charges				
205 - City Of Bloomington	09-Fiesta del Ontono-stage rental		10/18/2019	516.00
536 - Chris Ramsey (KingSnake Sound Company)	09-Fiesta del Ontono-sound for stage entertainment		10/18/2019	400.00
7094 - Pedro Toledo	09-Fiest del Ontono--entertainment Mariachi Band		10/18/2019	1,100.00
	Account 53990 - Other Services and Charges Totals	3		<u>2,016.00</u>
	Program 090014 - Latino Programs Totals	5		<u>2,435.65</u>
	Department 09 - CFRD Totals	5		<u>2,435.65</u>
	Fund 312 - Community Services Totals	5		<u>2,435.65</u>
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	25 - Locating & Marking Services/screened tickets-September 2019		10/18/2019	3,081.00
	Account 53640 - Hardware and Software Maintenance Totals	1		<u>3,081.00</u>
Account 53750 - Rentals - Other				
12283 - Smithville Communications	28-401 N Morton-business services-10/1-10/31/19		10/07/2019	1,614.27
	Account 53750 - Rentals - Other Totals	1		<u>1,614.27</u>
Account 54450 - Equipment				
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 4 Docking Stations		10/18/2019	827.96
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 1 Thunderbolt Dock		10/18/2019	248.99
53442 - Paragon Micro, INC	25-Capital Replacement-Civil City-Laptop-9/27/19		10/18/2019	1,599.99
53442 - Paragon Micro, INC	25-Capital Replacement-Civil City-2 Laptops-9/27/19		10/18/2019	2,999.98
53442 - Paragon Micro, INC	25-Capital Replacement-Civil City-7 Laptops-9/30/19		10/18/2019	10,079.93
53442 - Paragon Micro, INC	25-Capital Replacement-Civil City-2 Thunderbolt Docks-9/30/19		10/18/2019	497.98
53442 - Paragon Micro, INC	25-Capital Replacement-Civil City-10 Laptop Bags-9/23/19		10/18/2019	299.90
	Account 54450 - Equipment Totals	7		<u>16,554.73</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount	
		Program 254000 - Infrastructure Totals		9	\$21,250.00
Program 256000 - Services					
Account 52420 - Other Supplies					
1999 - CMS Communications, INC	25 - Refurbished Landline Phones		10/18/2019	1,485.55	
		Account 52420 - Other Supplies Totals		1	\$1,485.55
Account 53150 - Communications Contract					
12283 - Smithville Communications	28-401 N Morton-business services-10/1-10/31/19		10/07/2019	1,375.00	
		Account 53150 - Communications Contract Totals		1	\$1,375.00
Account 53170 - Mgt. Fee, Consultants, and Workshops					
6348 - SwovaTech, INC	28-Swova GIS Consultant ESRI Implementation		10/18/2019	3,500.00	
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$3,500.00
		Program 256000 - Services Totals		3	\$6,360.55
		Department 25 - Telecommunications Totals		12	\$27,610.55
		Fund 401 - Non-Reverting Telecom (S1146) Totals		12	\$27,610.55
Fund 450 - Local Road and Street(S0706)					
Department 20 - Street					
Program 200000 - Main					
Account 53520 - Street Lights / Traffic Signals					
223 - Duke Energy	26-new lights @ 4th & Dunn Lot Agreement #1-9/3/19		10/07/2019	27.44	
223 - Duke Energy	26- additional lighting for 6th & Lincoln parking lot		10/07/2019	14.35	
223 - Duke Energy	02-Sunflower & Countryside-street light chgs-bill date 9/27/19		10/07/2019	4.01	
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 8/30-10/1/19		10/07/2019	15.32	
223 - Duke Energy	02-4th&WA-metered surface lot-elec. bill-bill dated 10/1/19		10/07/2019	23.62	
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-10/1/19		10/07/2019	5.11	
223 - Duke Energy	02-Middle Way House-elec. bill-10/1/19-#3910-3921-01-9		10/07/2019	9.31	
223 - Duke Energy	02-W. 11th St-electric bill-bill dated 10/1/19		10/07/2019	12.28	
223 - Duke Energy	02-Various locations-street light chgs-bill date 9/30/19		10/07/2019	26.72	
		Account 53520 - Street Lights / Traffic Signals Totals		9	\$138.16
		Program 200000 - Main Totals		9	\$138.16
		Department 20 - Street Totals		9	\$138.16
		Fund 450 - Local Road and Street(S0706) Totals		9	\$138.16



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-7th/Waldron-curb painting-all purpose spray gray primer		10/18/2019	9.95
	Account 52420 - Other Supplies Totals		1	<u>\$9.95</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	20-A/C Repair at Traffic Division	BC 2019-23	10/18/2019	654.78
	Account 53610 - Building Repairs Totals		1	<u>\$654.78</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/25/19		10/18/2019	34.28
	Account 53920 - Laundry and Other Sanitation Services Totals		1	<u>\$34.28</u>
Account 53990 - Other Services and Charges				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Communication Services-9/1/2019		10/18/2019	572.05
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-9/6/2019		10/18/2019	150.00
	Account 53990 - Other Services and Charges Totals		2	<u>\$722.05</u>
	Program 200000 - Main Totals		5	<u>\$1,421.06</u>
	Department 20 - Street Totals		5	<u>\$1,421.06</u>
	Fund 451 - Motor Vehicle Highway(S0708) Totals		5	<u>\$1,421.06</u>
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43130 - Hourly Parking				
Nick Lu	26-over payment pkg-pd at Hilton & at paystation		10/18/2019	13.50
	Account 43130 - Hourly Parking Totals		1	<u>\$13.50</u>
Account 52210 - Institutional Supplies				
394 - Kleindorfer Hardware & Variety	26 Jumper Cables for the Garage		10/18/2019	31.99
394 - Kleindorfer Hardware & Variety	26 Paint pans for garage maintenance		10/18/2019	9.58
394 - Kleindorfer Hardware & Variety	26 Drill bits for repair		10/18/2019	16.09
53005 - Menards, INC	26 supplies for repairs on Walnut St Garage Employee restroom		10/18/2019	181.63
4443 - The Sherwin Williams Company	26- Pail Liner and Caulk and Caulk gun		10/18/2019	11.45



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4443 - The Sherwin Williams Company	26-Denatured Alcohol for stripping paint		10/18/2019	7.55
	Account 52210 - Institutional Supplies Totals		6	<u>\$258.29</u>
Account 52430 - Uniforms and Tools				
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26 Replacement uniforms for staff		10/18/2019	55.49
	Account 52430 - Uniforms and Tools Totals		1	<u>\$55.49</u>
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	26 -Parking Director Certification Exam		10/18/2019	475.00
	Account 53160 - Instruction Totals		1	<u>\$475.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6197 - CE Solutions, INC	26-Construct Admin Serv for Morton &Walnut repair, meals, milage	BC 2018-91	10/18/2019	1,500.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	<u>\$1,500.00</u>
Account 53610 - Building Repairs				
6197 - CE Solutions, INC	26-SE Stairwell Replacement for Walnut St Garage	BC 2019-28	10/18/2019	1,227.00
392 - Koorsen Fire & Security, INC	26 Quarterly Fire protection monitoring		10/18/2019	125.97
227 - Otis Elevator Company	26-Upgrads for Door operator, cop, interior-Morton Street Garage		10/18/2019	27,836.20
227 - Otis Elevator Company	26-Upgrads for Door operator, cop, interior-Morton Street Garage		10/18/2019	27,836.21
	Account 53610 - Building Repairs Totals		4	<u>\$57,025.38</u>
Account 53650 - Other Repairs				
227 - Otis Elevator Company	26 Elevator Repair Morton Parking Garage		10/18/2019	1,381.00
	Account 53650 - Other Repairs Totals		1	<u>\$1,381.00</u>
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-November 2019 Rent		10/18/2019	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-November 2019 rent		10/18/2019	38,035.85
	Account 53840 - Lease Payments Totals		2	<u>\$56,795.83</u>
	Program 260000 - Main Totals		17	<u>\$117,504.49</u>
	Department 26 - Parking Totals		17	<u>\$117,504.49</u>
	Fund 452 - Parking Facilities(S9502) Totals		17	<u>\$117,504.49</u>
Fund 454 - Alternative Transport(S6301)				
Department 13 - Planning				
Program 130000 - Main				
Account 53110 - Engineering and Architectural				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pike Sidewalk-services 7/27-8/23/19	BC 2019-50	10/18/2019	307.60
	Account 53110 - Engineering and Architectural Totals		1	\$307.60
	Program 130000 - Main Totals		1	\$307.60
	Department 13 - Planning Totals		1	\$307.60
	Fund 454 - Alternative Transport(\$6301) Totals		1	\$307.60
Fund 456 - MVH Restricted				
Department 20 - Street				
Program 200000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-patching-3.00 tons-9/9/19	BC 2019-32	10/18/2019	128.55
19278 - Milestone Contractors, LP	20-surface-Ralston/patching-286.06 tons-9/10-9/12/19	BC 2019-32	10/18/2019	12,257.66
19278 - Milestone Contractors, LP	20-surface-Ransom Ln-195.30 tons-9/13/19-incl. milling CR	BC 2019-32	10/18/2019	2,310.93
	Account 52330 - Street , Alley, and Sewer Material Totals		3	\$14,697.14
Account 52340 - Other Repairs and Maintenance				
409 - Black Lumber Co. INC	20-Sign crew-post hole digger-9/24/19		10/18/2019	29.99
409 - Black Lumber Co. INC	20-Signal crew-do-it drain spade-9/24/19		10/18/2019	19.99
	Account 52340 - Other Repairs and Maintenance Totals		2	\$49.98
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Crack sealing-lemon dish soap, 2 gallon tank sprayer (2)		10/18/2019	32.98
409 - Black Lumber Co. INC	20-sidewalks-hose repair, faucet quick connector, nails-9/23/19		10/18/2019	24.27
394 - Kleindorfer Hardware & Variety	20-paving crew/tack machine-tape, ball valve		10/18/2019	145.62
	Account 52420 - Other Supplies Totals		3	\$202.87
	Program 200000 - Main Totals		8	\$14,949.99
	Department 20 - Street Totals		8	\$14,949.99
	Fund 456 - MVH Restricted Totals		8	\$14,949.99
Fund 601 - Cum Cap Development(\$2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 53110 - Engineering and Architectural				
399 - American Structurepoint, INC	13-Adams St. SW & Intersection Proj-8/1-8/31/19		10/18/2019	11,640.00
	Account 53110 - Engineering and Architectural Totals		1	\$11,640.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Program 020000 - Main Totals	1	\$11,640.00
		Department 02 - Public Works Totals	1	\$11,640.00
Department 13 - Planning				
Program 130000 - Main				
Account 53110 - Engineering and Architectural				
10081 - Strand Associates, INC	13-Crosswalk Improvement Proj.-services 8/1-8/31/19	BC 2019-56	10/18/2019	7,080.00
		Account 53110 - Engineering and Architectural Totals	1	\$7,080.00
Account 54310 - Improvements Other Than Building				
Linda R Dillion	13-East Rogers Street Side Path Parcel 2		10/18/2019	40,000.00
Linda R Dillion	13-East Rogers Street Side Path, Parcel 2		10/18/2019	5,155.00
Christian Frederickson	13-Sare Road Sidepath Parcel 4		10/18/2019	13,340.00
		Account 54310 - Improvements Other Than Building Totals	3	\$58,495.00
		Program 130000 - Main Totals	4	\$65,575.00
		Department 13 - Planning Totals	4	\$65,575.00
		Fund 601 - Cum Cap Development(S2391) Totals	5	\$77,215.00
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
7076 - Beaver Research Company	16-Truck soap- 55 gallons-incl freight		10/18/2019	824.44
		Account 52420 - Other Supplies Totals	1	\$824.44
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	16-Annual Fire Extinguisher Inspection		10/18/2019	700.82
		Account 53610 - Building Repairs Totals	1	\$700.82
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/25/19		10/18/2019	13.25
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/2/19		10/18/2019	13.25
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/25/19		10/18/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/2/19		10/18/2019	32.26
		Account 53920 - Laundry and Other Sanitation Services Totals	4	\$91.02
Account 53950 - Landfill				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
52226 - Hoosier Transfer Station-3140	16-recycling fees - 9/2-9/12/19		10/18/2019	3,240.88
52226 - Hoosier Transfer Station-3140	16-trash disposal fees -9/2-9/14/19		10/18/2019	13,280.12
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste- 4 loads-9/1-9/30/19		10/18/2019	88.00
	Account 53950 - Landfill Totals	3		\$16,609.00
	Program 160000 - Main Totals	9		\$18,225.28
	Department 16 - Sanitation Totals	9		\$18,225.28
	Fund 730 - Solid Waste (S6401) Totals	9		\$18,225.28
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-TTD-R.HASH.INVOICE 2019127		10/07/2019	519.22
	Account 53420 - Worker's Comp & Risk Totals	1		\$519.22
	Program 100000 - Main Totals	1		\$519.22
	Department 10 - Legal Totals	1		\$519.22
	Fund 800 - Risk Management(S0203) Totals	1		\$519.22
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1201 - Other Services and Charges Health Insurance				
3928 - Aim Medical Trust	12-October 2019 AIM Medical Trust \$873,345.18		10/08/2019	873,345.18
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	1		\$873,345.18
	Program 120000 - Main Totals	1		\$873,345.18
	Department 12 - Human Resources Totals	1		\$873,345.18
	Fund 801 - Health Insurance Trust Totals	1		\$873,345.18
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-stock tires-11R225 PXYD1 RTRD, 11R225 PDY1 STK, BB91202R		10/18/2019	2,850.65
50605 - Bauer Built, INC	17-disposal fee		10/18/2019	20.00



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4693 - Monroe County Tire & Supply, INC	17-#885 tires-Titan IND Trac Lug R4 10PLY TL		10/18/2019	1,228.00
4693 - Monroe County Tire & Supply, INC	17 - #664 wheels-Sawtooth Rib 4ply TL		10/18/2019	40.50
4693 - Monroe County Tire & Supply, INC	17 - 255 tires-6' year Fortitude Ht Blk		10/18/2019	103.32
4693 - Monroe County Tire & Supply, INC	17 - #579 tires-Titan HD2000 8Ply TL		10/18/2019	701.00
	Account 52230 - Garage and Motor Supplies Totals		6	\$4,943.47
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17-fuel-PDX4 On road B320 (1,191 gal), 87-Regular (5,954 gal)		10/18/2019	16,578.73
	Account 52240 - Fuel and Oil Totals		1	\$16,578.73
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-#633 heater hose		10/18/2019	85.42
244 - Bloomington Ford, INC	17-#409 wire assy		10/18/2019	38.56
244 - Bloomington Ford, INC	17-#1135 injector		10/18/2019	189.72
244 - Bloomington Ford, INC	17-#p127 spark plugs, boots and intake gasket		10/18/2019	70.00
244 - Bloomington Ford, INC	17 - #243 mirror		10/18/2019	53.32
244 - Bloomington Ford, INC	17 - #L135 coil assy		10/18/2019	301.35
244 - Bloomington Ford, INC	17 - credit for returned part-Inv #5066870		10/18/2019	(38.55)
244 - Bloomington Ford, INC	17 - #1135 ignition coil and sensor		10/18/2019	369.59
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #888 hyd pump		10/18/2019	382.63
941 - Central Indiana Truck Equipment Corporation	17 - #962 A/C condenser		10/18/2019	265.36
4335 - Circle Distributing, INC	17-#509 O2 sensors		10/18/2019	51.91
4335 - Circle Distributing, INC	17-credit-core return		10/18/2019	(15.00)
4335 - Circle Distributing, INC	17 - stock- 2 light pigtails-10/1/19		10/18/2019	40.92
4335 - Circle Distributing, INC	17 - stock -1 light pigtail-10/1/19		10/18/2019	20.46
455 - Industrial Service & Supply, INC	17 - #601 o-rings		10/18/2019	1.85
796 - Interstate Battery System of Bloomington, INC	17-batteries-2 31-MHD, 1 MTP-65HD		10/18/2019	296.31
11672 - Jack Doheny Companies, INC	17 - gasket		10/18/2019	43.35
6262 - Koenig Equipment, INC	17 - #723 belt nuts bolts and etc		10/18/2019	449.44
6262 - Koenig Equipment, INC	17-parts return credit-bolt, nut		10/18/2019	(269.36)
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - #962 A/C condenser		10/18/2019	559.18
2974 - MacAllister Machinery Co, INC	17 - #601 Pedal assy		10/18/2019	213.63
2974 - MacAllister Machinery Co, INC	17-#601 filters		10/18/2019	114.99



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
786 - Richard's Small Engine, INC	17 - #739 Elect clutch		10/18/2019	394.68
786 - Richard's Small Engine, INC	17 - #711 seal		10/18/2019	25.12
786 - Richard's Small Engine, INC	17 - #660 belt		10/18/2019	79.95
54351 - Sternberg, INC	17 - #938 levers		10/18/2019	442.88
54351 - Sternberg, INC	17 - #938 tubes and supports		10/18/2019	1,619.12
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #601 pressure switch		10/18/2019	166.37
2096 - West Side Tractor Sales CO.	17-parts return credit-filter element, air filter		10/18/2019	(164.04)
2096 - West Side Tractor Sales CO.	17 - parts kits , cap, sealing wax		10/18/2019	267.84
2096 - West Side Tractor Sales CO.	17 - #888 belt		10/18/2019	100.20
Account 52320 - Motor Vehicle Repair Totals			31	\$6,157.20
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	17 - wiTech set up for Dodge diagnostics		10/18/2019	1,075.00
Account 52420 - Other Supplies Totals			1	\$1,075.00
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	17 - Hearing test J. Speer		10/18/2019	29.00
Account 53130 - Medical Totals			1	\$29.00
Account 53610 - Building Repairs				
21104 - Cummins Crosspoint, LLC	17-Full Preventative Maintenance Service @ Fleet Maintenance	BC 2019-53	10/18/2019	655.08
51538 - Economy Termite & Pest Control, INC	17-Monthly Pest Control	BC 2019-33	10/18/2019	95.00
Account 53610 - Building Repairs Totals			2	\$750.08
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17-#669 engine diagnostic		10/18/2019	131.00
244 - Bloomington Ford, INC	17 - #1135 diagnostic work		10/18/2019	98.00
4044 - Industrial Hydraulics, INC	17 - Shop repair of cylinder for tire equipment		10/18/2019	271.24
4044 - Industrial Hydraulics, INC	17 - #669 cylinder repair		10/18/2019	355.25
4474 - Ken's Westside Service & Towing, LLC	17 - #335 (2008 Ferrara Igniter) tow to garage-9/23/19		10/18/2019	225.00
786 - Richard's Small Engine, INC	17 - #794 skid shoeswith brackets		10/18/2019	115.84
Account 53620 - Motor Repairs Totals			6	\$1,196.33
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/25/19		10/18/2019	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/25/2019		10/18/2019	16.75



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-10/2/19		10/18/2019	14.18
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-10/2/19		10/18/2019	70.60
Account 53920 - Laundry and Other Sanitation Services Totals			4	<u>\$171.87</u>
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	17-title fee-2019 Dodge Caravan		10/18/2019	40.00
3560 - First Financial Bank / Credit Cards	17-title fee-020 Car EV8		10/18/2019	15.00
Account 53990 - Other Services and Charges Totals			2	<u>\$55.00</u>
Account 54310 - Improvements Other Than Building				
3472 - Lucity, INC	17 - Mobile and connection program		10/18/2019	3,450.00
Account 54310 - Improvements Other Than Building Totals			1	<u>\$3,450.00</u>
Program 170000 - Main Totals			55	<u>\$34,406.68</u>
Department 17 - Fleet Maintenance Totals			55	<u>\$34,406.68</u>
Fund 802 - Fleet Maintenance(\$9500) Totals			55	<u>\$34,406.68</u>
Fund 804 - Insurance Voluntary Trust				
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	12-City/Util URM		10/07/2019	157.28
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/07/2019	17.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		10/08/2019	98.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/08/2019	1,588.66
17785 - The Howard E. Nyhart Company, INC	12-City URM		10/09/2019	48.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/10/2019	77.98
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			6	<u>\$1,987.47</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/07/2019	8.18
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/07/2019	163.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/08/2019	1,128.26
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/10/2019	47.86
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			4	<u>\$1,347.63</u>
Program 120000 - Main Totals			10	<u>\$3,335.10</u>



Board of Public Works Claim Register

Invoice Date Range 10/07/19 - 10/18/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department 12 - Human Resources Totals		10	\$3,335.10
	Fund 804 - Insurance Voluntary Trust Totals		10	\$3,335.10
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
1959 - Clark Dietz INC	13-3rd & Indiana_Signal Project-services 6/29-7/26/19	BC 2019-58	10/18/2019	17,981.72
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Downtown Curb Ramps PH 2-Inv. date 8/9/2019	BC 2018-71	10/18/2019	1,229.25
	Account 54510 - Other Capital Outlays Totals		2	\$19,210.97
	Program 06016B - 2016 B Ped/Signal/Intersection Totals		2	\$19,210.97
Program 06016C - 2016 C Jackson Trail				
Account 54310 - Improvements Other Than Building				
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-8/1-8/31/19	BC 2019-11	10/18/2019	9,923.00
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-7/1-7/31/19	BC 2019-11	10/18/2019	20,738.00
	Account 54310 - Improvements Other Than Building Totals		2	\$30,661.00
	Program 06016C - 2016 C Jackson Trail Totals		2	\$30,661.00
	Department 06 - Controller's Office Totals		4	\$49,871.97
	Fund 978 - City 2016 GO Bond Proceeds Totals		4	\$49,871.97
			274	\$1,487,269.57



Board of Public Works Claim Register

Invoice Date Range 10/02/19 - 10/02/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (50101)										
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226109-19	28-phone charges 8/20-9/19/19-#812 339-2261	Paid by Check # 70508		10/02/2019	10/02/2019	10/02/2019		10/02/2019	5,689.46
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$5,689.46
								Program 280000 - Main Totals	Invoice Transactions 1	\$5,689.46
								Department 28 - ITS Totals	Invoice Transactions 1	\$5,689.46
								Fund 101 - General Fund (50101) Totals	Invoice Transactions 1	\$5,689.46
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	401NMRTN-091819	28-401 N Morton-business services-10/1-	Paid by Check # 70515		10/02/2019	10/02/2019	10/02/2019		10/02/2019	149.85
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$149.85
								Program 256000 - Services Totals	Invoice Transactions 1	\$149.85
								Department 25 - Telecommunications Totals	Invoice Transactions 1	\$149.85
								Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 1	\$149.85
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	12403886015-8/19	02-912 S. Walnut-Crosswalk-electric bill-	Paid by Check # 70519		10/02/2019	10/02/2019	10/02/2019		10/02/2019	9.28
223 - Duke Energy	50703931011-9/19	02-3rd & Westplex-equip chas/electric bill-9/24/19	Paid by Check # 70520		10/02/2019	10/02/2019	10/02/2019		10/02/2019	5,182.37
223 - Duke Energy	91403886012-8/19	02-420 W. 4th-Crosswalk-electric bill-7/26-8/26/19	Paid by Check # 70521		10/02/2019	10/02/2019	10/02/2019		10/02/2019	9.13
223 - Duke Energy	12403886015-9/19	02-912 S. Walnut-Crosswalk-electric bill-	Paid by Check # 70517		10/02/2019	10/02/2019	10/02/2019		10/02/2019	9.13
223 - Duke Energy	91403886012-9/19	02-420 W. 4th-Crosswalk-electric bill-8/26-9/25/19	Paid by Check # 70518		10/02/2019	10/02/2019	10/02/2019		10/02/2019	9.13
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 5	\$5,219.04
								Program 200000 - Main Totals	Invoice Transactions 5	\$5,219.04
								Department 20 - Street Totals	Invoice Transactions 5	\$5,219.04
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 5	\$5,219.04
Fund 804 - Insurance Voluntary Trust										
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-10/1/2019	12-Daily benefits card funding detail-10/1/2019	Paid by EFT # 31521		10/02/2019	10/02/2019	10/02/2019		10/02/2019	80.21
								Account 53990.1271 - Other Services and Charges Section 125 - URM - City Totals	Invoice Transactions 1	\$80.21
Account 53990.1281 - Other Services and Charges Section 125 - URM - Util										
17785 - The Howard E. Nyhart Company, INC	Daily-10/1/2019	12-Daily benefits card funding detail-10/1/2019	Paid by EFT # 31521		10/02/2019	10/02/2019	10/02/2019		10/02/2019	55.00
								Account 53990.1281 - Other Services and Charges Section 125 - URM - Util Totals	Invoice Transactions 1	\$55.00
								Program 120000 - Main Totals	Invoice Transactions 2	\$135.21
								Department 12 - Human Resources Totals	Invoice Transactions 2	\$135.21
								Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 2	\$135.21
								Grand Totals	Invoice Transactions 9	\$11,193.56

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	8/30/2019	EFT	804	FLEX	9/3/2019	112.00
2	8/31/2019	EFT	804	FLEX	9/3/2019	58.90
3	9/1/2019	EFT	804	FLEX	9/3/2019	154.50
4	9/2/2019	EFT	804	FLEX	9/3/2019	20.00
5	9/3/2019	EFT	804	FLEX	9/3/2019	655.00
6	9/3/2019	EFT	804	FLEX	9/4/2019	50.00
7	9/4/2019	EFT	800	Work Comp	9/4/2019	519.22
8	9/4/2019	EFT	804	FLEX	9/5/2019	203.52
9	9/5/2019	EFT	804	FLEX	9/6/2019	83.56
10	9/6/2019	EFT	801	CIGNA	9/9/2019	34,494.54
11	9/10/2019	EFT	804	FLEX	9/11/2019	180.13
12	9/9/2019	EFT	804	FLEX	9/10/2019	30.48
13	9/9/2019	EFT	801	JACT	9/10/2019	911,093.50
14	9/6/2019	EFT	801	CIGNA	9/9/2019	34,494.54
15	9/6/2019	EFT	804	FLEX	9/9/2019	271.00
16	9/8/2019	EFT	804	FLEX	9/9/2019	87.55
17	9/7/2019	EFT	804	FLEX	9/9/2019	119.68
18	9/12/2019	EFT	804	H.S.A. EE	9/12/2019	18,031.13
19	9/11/2019	EFT	804	FLEX	9/12/2019	145.00
20	9/12/2019	EFT	804	FLEX	9/12/2019	874.38
21	9/11/2019	EFT	800	Work Comp	9/12/2019	519.22
22	9/12/2019	EFT	804	FLEX	9/13/2019	357.30
27	9/13/2019	EFT	804	FLEX	9/16/2019	353.78
28	9/14/2019	EFT	804	FLEX	9/16/2019	330.06
29	9/15/2019	EFT	804	FLEX	9/16/2019	90.00
26	9/16/2019	EFT	804	FLEX	9/17/2019	47.09
30	9/17/2019	EFT	804	FLEX	9/17/2019	363.57
25	9/17/2019	EFT	804	FLEX	9/17/2019	1,580.89
24	9/17/2019	EFT	804	FLEX	9/18/2019	153.19
23	9/18/2019	EFT	804	FLEX	9/19/2019	153.96
31	9/19/2019	EFT	804	FLEX	9/20/2019	196.75
32	9/20/2019	EFT	804	FLEX	9/23/2019	56.42
33	9/21/2019	EFT	804	FLEX	9/23/2019	522.45
34	9/22/2019	EFT	804	FLEX	9/23/2019	3.37
35	9/13/2019	EFT	800	Work Comp	9/19/2019	519.22
36	9/15/2019	EFT	800	Work Comp	9/23/2019	1,525.50
37	9/19/2019	EFT	800	Work Comp	9/23/2019	20,177.47
38	9/23/2019	EFT	801	GYM/MASSAGE	9/23/2019	4,833.99
39	9/24/2019	EFT	804	FLEX	9/25/2019	201.60
40	9/25/2019	EFT	800	Work Comp	9/25/2019	519.22
41	9/25/2019	EFT	804	FLEX	9/26/2019	235.72
42	9/26/2019	EFT	804	H.S.A. EE	9/26/2019	16,971.13
43	9/28/2019	EFT	804	FLEX	9/27/2019	66.28
44	9/27/2019	EFT	804	FLEX	9/30/2019	478.00
45	9/28/2019	EFT	804	FLEX	9/30/2019	84.94
46	9/29/2019	EFT	804	FLEX	9/30/2019	173.14
47		EFT	804	FLEX		
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		
						<u>1,052,192.89</u>

ALLOWANCE OF CLAIMS

\$ 1,052,192.89

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/29/2019	Bank Fees				1,448.08
10/18/2019	Claims				1,487,269.57
10/2/2019	Special Utility Claims				11,193.56
9/30/2019	Month Of Aug HSA/WorkComp/MT & Gym/CIGNA Sales Tax For August 2019				1,052,192.89
					<u>2,552,104.10</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 2,552,104.10**

Dated this 15 **day of** October **year of 20**19.

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 _____