

**Board of Public Works Meeting**  
**November 26, 2019**



**AGENDA**  
**BOARD OF PUBLIC WORKS**  
November 25, 2019

A Regular Meeting of the Board of Public Work to be held Tuesday, November 25, 2019 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. HEARING ON EXCESSIVE GROWTH APPEAL**

1. Appeal Excessive Growth Citation #44637 at 1119 W. 7<sup>th</sup> Street

**IV. TITLE VI ENFORCEMENT**

1. Approve Abatement of Property at 3131 N. Kingsley Drive

**V. CONSENT AGENDA**

1. Approval of Minutes for November 12, 2019
2. Approve 2020 Department of Information Technology Services Agreements for Content, Funding, and Use
3. Approve 2020 Service Agreements for Maintenance, Repair, and Services at City Facilities
4. Approval of Payroll

**VI. NEW BUSINESS**

1. Approve Shared-Use Motorized Scooter Operator License Application with VeoRide, Inc.
2. Resolution 2019 - 104: Approve Use of Public Street for Annual Krampus Parade
3. Resolution 2019 – 105: Approve Temporary Encroachment with Public Art Installation, at 4th & S. Washington Streets
4. Approve Amendment #1 to Resolution 2019-98: Request to extend use of Public Right-Of-Way for Placement of Dumpster at 201 S College Ave. by Strauser Construction Co., Inc. (November 27 – December 31, 2019)
5. Approve Award Contract with E&B Paving, Inc. for the Arlington Road and Bloomfield Road Paving Project
6. Approve Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department to Share Cost for Pedestrian Bridge and Small Structure Inspections Contract
7. Approve Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections
8. Approve Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department for Payment of Costs to Install Water and Stormwater Utilities on E. Rogers Road at the Jackson Creek Bridge
9. Approve Contract Amendment 1 for Preliminary Engineering with Strand Associates, Inc. for the Crosswalk Improvements Project
10. Approval of Construction Inspection Contract with VS Engineering, Inc. for the Sare Road Multiuse Path and Intersection Improvements Project

**VII. STAFF REPORTS & OTHER BUSINESS**

1. Service Agreement with Crisis Cleaning, Inc.

**VIII. APPROVAL OF CLAIMS**

**IX. ADJOURNMENT**

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

**STAFF REPORT**  
**Appeal of Excessive Growth Fine**  
**Ticket #44637**

Appellant Information:

Patrick Fiore  
1119 W. 7<sup>th</sup> St.  
Bloomington, IN 47404  
Date Appealed: 10/25/2019

Citation Information:

Issued: 7/9/2019  
By: Jo Stong  
Place: 1119 W. 7<sup>th</sup> St.  
For: Excessive growth

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Attachments:

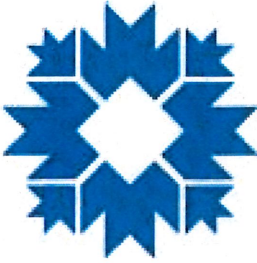
1. Notice of Violation
2. Appellant's Appeal of Excessive Growth
3. Photographs of the overgrowth.
4. GIS Property Report Card

Facts & Discussion:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
2. On October 23, 2019, Neighborhood Compliance Officer Jo Stong inspected the property located at 1119 W. 7<sup>th</sup> St., Bloomington, IN (Hereinafter the "Property") and personally observed that weeds and grass had grown to a height in excess of eight inches in violation of BMC 6.06.050. Officer Stong issued a Notice of Violation with a fine of \$50.00 under ticket number of 44637 for excessive growth in violation of BMC 6.06.050 (Hereinafter the "NOV").
3. The NOV was delivered by first class mail to Patrick Fiore, the owner of the Property, in compliance with 6.06.070(b).
4. Patrick Fiore is a responsible party under 6.06.070(a).
5. Patrick Fiore does not deny that the property was overgrown in violation of Title 6 but states that mowing was delayed due to rainy weather.

Staff Recommendation:

The NOV was properly issued. Photographs show overgrowth. The Appeal should be denied.



# Appeal of Excessive Growth Citation to the Board of Public Works

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

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

Name: Patrick Fiore Phone Number (812) 361 0318  
Citation Number: 44637 Date on Excessive Growth Citation: ~~4/10/19~~ 10/23/19

(Located in the top right hand corner of the citation)

Local Address:  
1119, W - 7th street  
IN 47404

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

Today's Date: \_\_\_\_\_

Reason for Appeal: DUE TO A RAINY DAY WE HAD TO  
POSTPONE MOWING THE GRASS  
WE MOWED THE GRASS ON WEDNESDAY OCT 23<sup>d</sup>  
UNAWARE THAT WE HAD A CITATION  
WE DISCOVERED THE CITATION ON FRIDAY OCT 25<sup>th</sup>  
ALL SHOULD BE FINE W/THE PROPERTY NOW -

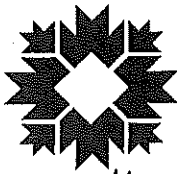
(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of 11/12/19  
When the Board of Public Works will consider my appeal. 5:30pm

Signature: Patrick Fiore Date: OCT 25, 2019

**For use by Public Works:**  
Date Appeal Received: 10/25/19 Received By: Michael Lange  
Date Appeal Forwarded to Legal Department: 10/25/19





# Notice of Violation

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

Date 10-14-19 <sup>Mon</sup> Time 2:49 p Address/location 1119 W. 7th 47404

Issued by: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Comments: Cut the overgrowth. Grass over 4 feet tall in back.  
- Remove mattress from property.

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

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

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

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

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





# Notice of Violation

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

Date 10-23-19 Time 1:25P Address/location 1119 W. 7th 47404

Issued by: 230

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

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

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

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Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 44637

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

Comments: Cut all overgrowth on property

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

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

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

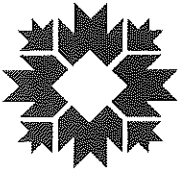












# Notice of Violation

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

Date 10-23-19 <sup>Wed</sup> Time 1:25P Address/location 1119 W. 7th 47404

Issued by: 230

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

Owner Name PATRICK FIORE  
 Address P.O. Box 2231  
 City BLOOMINGTON State IN  
 Zip Code 47402

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

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

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

**City of Bloomington's Board of Public Works**  
**Decision on Appeal of Excessive Growth**  
**NOV #44637**

On 10/23/2019, the City of Bloomington Department of Housing and Neighborhood Development (“HAND”) issued a Notice of Violation with a fine of \$50.00 under ticket number of 44637 for excessive growth in violation of BMC 6.06.050 (the “NOV”), for the property located at 1119 W. 7<sup>th</sup> St., Bloomington, IN (“Property”). Patrick Fiore (“Appellant”), appealed the NOV to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding the NOV, on Tuesday, November 26, 2019. The Board of Public Works finds as follows:

1. Appellant is the owner of the Property and therefore a responsible party under BMC 6.06.070(a).
2. The NOV was served on the Appellant by first class mail in compliance with BMC 6.06.070(b).
3. On October 23, 2019, City of Bloomington Neighborhood Compliance Officer Jo Stong did personally observe weeds and grass growing on the Property at a height greater than eight inches.
4. Photographs show substantial overgrowth at the Property.

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

\_\_\_\_\_ Denies the Appeal and Upholds the NOV.

\_\_\_\_\_ Grants the Appeal and Voids the NOV.

**So ordered this 26<sup>th</sup> day of November, 2019.**

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



# Staff Report

**To: Board of Public Works**

**From: Chris Wheeler**

**Date: November 19, 2019**

**Re: Request to Abate property at 3131 N. Kingsley Drive, Bloomington, IN**

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## **Attachments:**

1. Notice(s) of Violation Issued on 9/30, 10/23 and 11/1/2019.
2. Photograph(s) of the property
3. GIS Property Report Card
4. Proposed BPW Order and Proposed BPW Notice of Abatement

## **Facts:**

1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 9/30, 10/23 and 11/1/2019, Neighborhood Compliance Officer Jo Stong inspected the property located at 3131 N. Kingsley Drive, Bloomington, IN (Hereinafter the “Property”) and issued (a) Notice(s) of Violation for deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”). (Note if the Property is vacant)
3. The NOV were issued to Joseph C. Estivil (Hereinafter the “Owner(s)”) because he is the Owner of the Property which is in violation of BMC § 6.06.020 in that there is garbage, recyclable materials and yard waste on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).

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

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible.

# Monroe County, IN

3131 N Kingsley DR, Bloomington, IN 47404-1711  
53-05-20-403-025.000-005



## Parcel Information

**Parcel Number:** 53-05-20-403-025.000-005  
**Alt Parcel Number:** 013-24940-00  
**Property Address:** 3131 N Kingsley DR  
Bloomington, IN 47404-1711  
**Neighborhood:** Fritz Terrace - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Estivill, Joseph C  
**Owner Address:** 3131 N Kingsley Dr  
Bloomington, IN 47404  
**Legal Description:** 013-24940-00 FRITZ TERRACE 2ND LOT  
96

## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.18	















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

On 9/30, 10/23 and 11/1/2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 3131 N. Kingsley Drive. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

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BPW Meeting Date: November 26, 2019

Abatement Approved: Y/N

Property Owner: Joseph C. Estivil

Address: 3131 N. Kingsley Drive, Bloomington

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-05-20-403-025.000-005

Legal Description: 013-24940-00 FRITZ TERRACE 2ND LOT 96



**City of Bloomington's Board of Public Works**  
**Order Of Abatement for NOV**  
**(deposit of garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 9/30, 10/23 and 11/1/2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 26, 2019.

The Board of Public Works now finds as follows:

1. Joseph C. Estivil (Hereinafter the "Owner") owns the real estate located at 3131 N. Kingsley Drive, Bloomington, IN, under parcel number 53-05-20-403-025.000-005 and whose legal description is 013-24940-00 FRITZ TERRACE 2ND LOT 96 (Hereinafter the "Property").
2. On 9/30, 10/23 and 11/1/2019, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06. of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
5. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 26<sup>th</sup> Day of November, 2019.**

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

The Board of Public Works meeting was held on Tuesday, November 12, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Dana Palazzo

**ROLL CALL**

City Staff: Adam Wason – Public Works  
Christina Smith – Public Works  
Michael Large – Public Works  
Jackie Moore – City Legal  
Neil Kopper – Planning and Transportation  
Paul Kehrberg – Planning and Transportation

Hollingsworth thanked the Street Division crews who worked through the night to ensure that the roadways were treated and cleared so that morning traffic could travel safely throughout the city.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

## CONSENT AGENDA

- 1. Approval of Minutes -October 29, 2019**
- 2. Resolution 2019-103: Approve 2019 Canopy of Lights (Friday, November 29th)**
- 3. Approve Noise Permit for Switchyard Park Grand Opening (Saturday, November 16 & Sunday, November 17, 2019)**
- 4. Approve 2020 Service Agreements for Maintenance, Repair, and Services at City Facilities**
- 5. Approval of Payroll**

Hollingsworth made a motion to approve the Consent Agenda. Palazzo seconded the motion. Motion is passed.

Neil Kopper, Planning and Transportation, presented Preliminary Engineering Contract with VS Engineering, Inc. for the 11th/Walnut and 14th/Walnut Signal Installation Project. See meeting packet for details.

Palazzo made a motion to approve Preliminary Engineering Contract with VS Engineering, Inc. for the 11th/Walnut and 14th/Walnut Signal Installation Project. Hollingsworth seconded the motion. Motion is passed.

Neil Kopper, Planning and Transportation, presented INDOT-LPA Local Roads and Bridges Matching Grant Agreement. See meeting packet for details.

Hollingsworth made a motion to approve INDOT-LPA Local Roads and Bridges Matching Grant Agreement. Palazzo seconded the motion. Motion is passed.

Neil Kopper, Planning and Transportation, presented Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Pedestrian Bridge Installation on the Sare Road Multiuse Path and Intersections Improvements Project. See meeting packet for details.

**Board Comments:** Hollingsworth asked Kopper about the dimensions of the bridge. Kopper stated that the bridge will be approximately 100 feet long and 10 to 12 feet wide once completed.

## NEW BUSINESS

**1. Approve Preliminary Engineering Contract with VS Engineering, Inc. for the 11th/Walnut and 14th/Walnut Signal Installation Project**

**2. Approve INDOT-LPA Local Roads and Bridges Matching Grant Agreement**

**3. Approve Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Pedestrian Bridge Installation on the Sare Road Multiuse Path and Intersections Improvements Project**

Palazzo made a motion to approve Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Pedestrian Bridge Installation on the Sare Road Multiuse Path and Intersections Improvements Project. Hollingsworth seconded the motion. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Request from Goodman Construction for Temporary Road & Sidewalk Closure on S. Rogers for Utility Work (Tuesday, November 19 to Thursday, November 21, 2019). See meeting packet for details.

**Board Comments:** Hollingsworth confirmed that the closure would take place from 7pm – 6am. Kehrberg confirmed that those times were correct. Hollingsworth asked if the plan was still to complete the work in two nights. Kehrberg confirmed that was still the plan. The night of Thursday, November 21<sup>st</sup> will only be used to facilitate any work that is left incomplete from the previous two nights. Palazzo asked if all adjacent property owners had been notified of the work. Kehrberg confirmed that they have notified all of the properties in the area near where the work is to be completed. Adam Wason, Public Works, confirmed that Sara Gomez, Planning and Transportation, and himself had worked with the contractor to ensure that all of those affected would be aware of the project. This included all properties from the Community Kitchen south on S. Rogers Street. Cox Deckard spoke about how this project will affect the Bloomington Transit schedule. Due to the full closure, the number two route will be directly affected during these dates after 7pm. Wason stated that staff had reached out to Monroe County Schools, in addition to Bloomington Transit, to inform them of the closure and offer alternative routes and pick up stops for those directly affected from 7 – 11pm when Bloomington Transit routes will be running. Wason stated that the original request was for a 24 hour closure. Due to traffic volume and transit schedules staff worked with the contractor to create the least amount of negative impact to all of those that will be adversely affected. Wason went on to apologize to those directly affected and stated that work at night may include jack hammering of rock or the sound of OSHA required reverse signals on equipment; however this project has been delayed by staff while details were worked out. Hollingsworth asked if a noise permit would be acquired as part of this project. Wason confirmed that a noise permit would be acquired by the contractor prior to work starting.

**4. Approve Request from Goodman Construction for Temporary Road & Sidewalk Closure on S. Rogers Street for Utility Work (Tuesday, November 19 to Thursday, November 21, 2019)**

Hollingsworth made a motion to approve Request from Goodman Construction for Temporary Road & Sidewalk Closure on S. Rogers Street for Utility Work, Tuesday, November 19 to Thursday, November 21, 2019. Palazzo seconded the motion. Motion is passed.

Wason, thanked the Street Division staff for providing winter maintenance on the Veterans Day Holiday. Crews worked a long day due to the temperature drop, which led to the road surface allowing frozen precipitation to stick. Wason reminded the public that the same equipment that is used in snow control also is used for the leafing program. This means that equipment is switched out to perform the multiple tasks, which leads to delays in the leafing schedule. Wason stated that while some residents have voiced their concerns with picking up leaves before they have all fallen, it is important to remember that crews will be making a second pass if weather cooperates. Wason reminded citizens not to rake leaves into the roadway. Residents should rake leaves to the edge of their property and crews will ensure that they are raked to the street on the day of pickup. This is to prevent localized flooding.

Christina Smith, Public Works, spotlighted Bella, a one and a half year old, mixed breed dog that is part of the Animal Care and Control Division's patient paws spotlight, which reduces adoption fees to \$20.00. This program highlights adoptable animals that have had extended stay at the Animal shelter. Smith described Bella as energetic and looking for a forever home. Smith highlighted some of Bella's characteristics and encouraged interested parties to visit her at the Animal Shelter on S. Walnut Street.

Smith also presented a feline friend named Socks. Socks is also part of the patient paws program. Smith encouraged members of the community to visit the Animal Shelter to find their forever friend.

Hollingsworth made a motion to approve claims in the amount of \$2,397,190.43. Palazzo seconded. Claims are approved.

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

## **STAFF REPORTS & OTHER BUSINESS**

## **APPROVAL OF CLAIMS**

## **ADJOURNMENT**

Accepted By:

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:



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**MEMORANDUM**

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**TO:** BOARD OF PUBLIC WORKS  
**FROM:** RICK DIETZ  
**SUBJECT:** 2020 AGREEMENTS  
**DATE:** 11/13/19  
**CC:** PHILIPPA GUTHRIE

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Board of Public Works Members,

I have several annual agreements for your consideration covering use of our fiber infrastructure, funding for Community Access Television Services CATS, and agreements with PEG content providers.

**2020 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)**

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

**2020 CATS Funding Agreement**

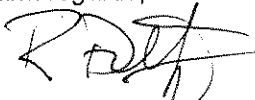
This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2020 has been budgeted at \$446,826, a 1% increase from 2019. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. This is the only agreement in this package drawing from City funds. We will make four quarterly payments to CATS totaling \$446,826 in 2020, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

**2020 PEG Content Provider Agreements (WTIU, MCPL)**

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director  
Information & Technology Services  
City of Bloomington  
dietzr@bloomington.in.gov

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
AND THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION  
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Community School Corporation (“MCCSC”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCCSC upon certain terms and conditions;

NOW, THEREFORE, the City and MCCSC agree as follows:

**Section 1: Term.** This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2021.

**Section 2: Permission.** This Agreement grants MCCSC permission to use eighteen (18) strands of dark fiber optic cable located in the City’s BDU network.

**Section 3: Payment.** MCCSC shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCCSC shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

**Section 4: Use.** MCCSC shall be responsible for lighting the fibers.

**Section 5. Connection:** MCCSC shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCCSC. Upon completion of its connection to the BDU, MCCSC shall provide the City with “as built” drawings in both print and digital form of MCCSC’s connections and laterals. MCCSC shall be responsible for any repairs to the connections and laterals which must be performed during the

term of this Agreement. MCCSC shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

**Section 6. Responsibility for Maintenance and Repairs.** The City shall be responsible for maintenance and repair of the BDU core network. MCCSC shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCCSC shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

**Section 7. Restoration and Line Location Services.** The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCCSC shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

**Section 8. Call Out Requirements.** MCCSC will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

**Section 9. Right to Co-locate.** MCCSC agrees to permit the City to install BDU conduit within any new MCCSC lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

**Section 10. Substitution of Fibers.** In the event that in the future MCCSC obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCCSC discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

**Section 11. Rights Reserved.** The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 60 days written notice to MCCSC.

**Section 12. Waiver of Claims.** The City and its agents shall have no liability to MCCSC for any damage to the property of MCCSC located in or about the BDU core network. MCCSC hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

**Section 13. Waiver of Warranties.** The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 14. Assignment of Rights.** The rights granted to MCCSC shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 15. Indemnification.** MCCSC shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCCSC's execution and undertaking of this Agreement. MCCSC shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

**Section 16. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCCSC.

**Section 17. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Section 18. Costs and Expense of Enforcement.** If MCCSC shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

**Section 19. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 20. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**  
Information & Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 160  
Bloomington, IN 47404  
Attn: Director

**MCCSC**  
Monroe County Community School Corp.  
315 E North Drive  
Bloomington, IN 47401  
Attn: Director

**Section 20. Severability.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington  
Board of Public Works**

By:

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

\_\_\_\_\_  
Date

**Monroe County Community School  
Corporation Board of Trustees**

By:

\_\_\_\_\_  
Dr. Lois Sabo-Skelton, President

\_\_\_\_\_  
Date

*for Philippa M Guthrie*  
\_\_\_\_\_  
John Hamilton, Mayor  
11-15-19  
\_\_\_\_\_

Date

CITY OF BLOOMINGTON  
Controller

Reviewed by:

*JMM*  
\_\_\_\_\_  
DATE: 11-15-19  
FUND/ACCT: CA

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: *BEM*  
DATE: 11/14/19

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
AND THE MONROE COUNTY PUBLIC LIBRARY  
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Public Library (“MCPL”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCPL upon certain terms and conditions;

NOW, THEREFORE, the City and MCPL agree as follows:

**Section 1: Term.** This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2021.

**Section 2: Permission.** This Agreement grants MCPL permission to use four (4) strands of dark fiber optic cable located in the City’s BDU network.

**Section 3: Payment.** MCPL shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCPL shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

**Section 4: Use.** MCPL shall be responsible for lighting the fibers. The City shall be responsible for patching over to MCPL’s ISP(s) within the Telecom Hotel.

**Section 5. Connection:** MCPL shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCPL. Upon completion of its connection to the BDU, MCPL shall provide the City with “as built” drawings in both print and digital form of MCPL’s connections and laterals. MCPL shall be responsible



for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCPL shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

**Section 6. Responsibility for Maintenance and Repairs.** The City shall be responsible for maintenance and repair of the BDU core network. MCPL shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCPL shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

**Section 7. Restoration and Line Location Services.** The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCPL shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

**Section 8. Call Out Requirements.** MCPL will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

**Section 9. Right to Co-locate.** MCPL agrees to permit the City to install BDU conduit within any new MCPL lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

**Section 10. Substitution of Fibers.** In the event that in the future MCPL obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCPL discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

**Section 11. Rights Reserved.** The City reserves the right to terminate its obligations under this Agreement without notice or liability to MCPL in the event that the Telecom Hotel shall cease service or change owners, or in the event of any damage, destruction or condemnation of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon thirty (30) days written notice to MCPL.

**Section 12. Waiver of Claims.** The City and its agents shall have no liability to MCPL for any damage to the property of MCPL located in or about the BDU core network. MCPL hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

**Section 13. Waiver of Warranties.** The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or

written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 14. Assignment of Rights.** The rights granted to MCPL shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 15. Indemnification.** MCPL shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCPL's execution and undertaking of this Agreement. MCPL shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

**Section 16. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCPL.

**Section 17. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Section 18. Costs and Expense of Enforcement.** If MCPL shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

**Section 19. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 20. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**

Information & Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 160  
Bloomington, IN 47404  
Attn: Director

**MCPL**

Monroe County Public Library  
303 E. Kirkwood Ave.  
Bloomington, IN 47408  
Attn: Director

**Section 20. Severability.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington  
Board of Public Works**  
By:

**Monroe County Public Library  
Board of Trustees**  
By:

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

\_\_\_\_\_  
President, MCPL Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*for Phillipa M. Guthrie*  
\_\_\_\_\_  
John Hamilton, Mayor  
*11-15-19*

\_\_\_\_\_  
Marilyn Wood, MCPL Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CITY OF BLOOMINGTON  
Controller  
Reviewed by: *[Signature]*  
DATE: *11-13-19*  
FUND/ACCT: *NA*

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: *BEM*  
DATE: *11/17/19*

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
AND MONROE COUNTY  
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information & Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, Monroe County, Indiana (“County”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of six (6) strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to County upon certain terms and conditions;

NOW, THEREFORE, the City and County agree as follows:

**Section 1: Term.** This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2021.

**Section 2: Permission.** This Agreement grants County permission to use six (6) strands of dark fiber optic cable located in the City’s BDU network.

**Section 3: Payment.** County shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, County shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

**Section 4: Use.** County shall be responsible for lighting the fibers. The City shall be responsible for patching over to County’s ISP(s) within the Telecom Hotel.

**Section 5. Connection:** County shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by County. Upon completion of its connection to the BDU, County shall provide the City with “as built” drawings in both print and digital form of County’s connections and laterals. County shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. County shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

**Section 6. Responsibility for Maintenance and Repairs.** The City shall be responsible for maintenance and repair of the BDU core network. County shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. County shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

**Section 7. Restoration and Line Location Services.** The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. County shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

**Section 8. Call Out Requirements.** County will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

**Section 9. Right to Co-locate.** County agrees to permit the City to install BDU conduit within any new County lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

**Section 10. Substitution of Fibers.** In the event that in the future County obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that County discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

**Section 11. Rights Reserved.** The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 120 days written notice to County.

**Section 12. Waiver of Claims.** The City and its agents shall have no liability to County for any damage to the property of County located in or about the BDU core network. County hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

**Section 13. Waiver of Warranties.** The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 14. Assignment of Rights.** The rights granted to County shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 15. Indemnification.** County shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to County's execution and undertaking of this Agreement. County shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

**Section 16. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and County.

**Section 17. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Section 18. Costs and Expense of Enforcement.** If County shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

**Section 19. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 12. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**  
Information & Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 160  
Bloomington, IN 47404  
Attn: Director

**County**  
Monroe County Government  
Technical Services  
Monroe County Courthouse Room 112  
Bloomington, IN 47404  
Attn: Director

**Section 20. Severability.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington  
Board of Public Works**  
By:

**Monroe County, Indiana  
Board of Commissioners**  
By:

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

\_\_\_\_\_  
Penny Githens, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*for* *Phillippa M. Guthrie*  
\_\_\_\_\_  
John Hamilton, Mayor  
*11-15-19*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Thomas, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Date

CITY OF BLOOMINGTON  
Controller  
Reviewed by: *[Signature]*  
DATE: *11-17-19*  
FUND, ACCT: *NA*

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: *BEM*  
DATE: *11/14/19*

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
AND INDIANA UNIVERSITY HEALTH  
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, the City wishes to provide dark fiber in the BDU network to public entities, governmental units, and not-for-profit groups serving a public, educational, or charitable interest; and,

WHEREAS, the City has heretofore permitted several governmental entities to use available dark fiber in the BDU network free of charge to facilitate their efforts to serve the citizens of Bloomington and Monroe County; and,

WHEREAS, the City wishes to provide said services, upon certain terms and conditions, to various not-for-profit entities to foster use of technology, information, and communications infrastructure and services for the maximum benefit of the community;

WHEREAS, The City has previously and successfully partnered with Bloomington Hospital (now Indiana University Health Bloomington), along with HealthLine (previously the Bloomington E-Health Collaborative) and Smithville Digital to provide connectivity to the Volunteers in Medicine Clinic; and,

WHEREAS, Indiana University Health ("IU Health") is a not-for-profit corporation which is providing health services and engaging in health information exchange and seeks to obtain the services of the City in the form of use of two strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to IU Health upon certain terms and conditions;

NOW, THEREFORE, the City and IU Health agree as follows:

**Section 1: Term.** This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2021.

**Section 2: Permission.** This Agreement grants IU Health permission to use two (2) strands of dark fiber optic cable located in the City's BDU network.

**Section 3: Payment.** IU Health shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations such obligations would come into effect for IU Health at the end of this



agreement term. Furthermore IU Health shall have the right to terminate its obligation under this Agreement per Section 11.

**Section 4. Use.** IU Health shall be responsible for lighting the fibers. The City shall be responsible for patching within the Telecom Hotel.

**Section 5. Connection:** IU Health shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by IU Health. Upon completion of its connection to the BDU, IU Health shall provide the City with "as built" drawings in both print and digital form of IU Health's connections and laterals. IU Health shall be responsible for any repairs to the connections and laterals which must be performed during the term of this Agreement. IU Health shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

**Section 6. Responsibility for Maintenance and Repairs.** The City shall be responsible for maintenance and repair of the BDU core network. IU Health shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. IU Health shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

**Section 7. Restoration and Line Location Services.** The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. IU Health shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

**Section 8. Call Out Requirements.** IU Health will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

**Section 9. Right to Co-locate.** IU Health agrees to permit the City to install BDU conduit within any new IU Health lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

**Section 10. Substitution of Fibers.** In the event that in the future IU Health obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that IU Health discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

**Section 11. Rights Reserved.** The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it

unusable or inoperable. Both parties reserve the right to terminate its obligations under this Agreement at either party's sole discretion upon 120 days written notice to other party.

**Section 12. Waiver of Claims.** The City and its agents shall have no liability to IU Health for any damage to the property of IU Health located in or about the BDU core network. IU Health hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

**Section 13. Waiver of Warranties.** The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 14. Assignment of Rights.** The rights granted to IU Health shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 15. Indemnification.** IU Health shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to IU Health's execution and undertaking of this Agreement. IU Health shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

**Section 16. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and IU Health.

**Section 17. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Section 18. Costs and Expense of Enforcement.** If IU Health shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

**Section 19. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 20. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**  
Information & Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 160  
Bloomington, IN 47404  
Attn: Director

**Indiana University Health, Inc**  
1515 N Senate Ave, SC Suite S184  
Indianapolis, IN 46202-7174  
Attn: Justin Wood

**Section 21. Severability.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington**  
**Board of Public Works**  
By:

**Indiana University Health, Inc.**  
By:

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

\_\_\_\_\_  
Derek Dunn, VP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*for* Phillippa M Guthrie  
John Hamilton, Mayor  
11-15-19  
Date

11-6-19

CITY OF BLOOMINGTON  
Controller

Reviewed by: \_\_\_\_\_

DATE: 11-15-19

FUND/ACCT: 20

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: REN  
DATE: 11/14/19

**CITY OF BLOOMINGTON and  
MONROE COUNTY PUBLIC LIBRARY  
CATS FUNDING AGREEMENT for 2020**

**This Agreement** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

**Article I. Services to be provided by Library.**

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City Information & Technology Services (ITS) Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browseable and searchable website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To provide automated transcription of meeting content.
- (i) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced,

distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (j) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the ITS Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (k) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting.
- (l) To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.

**Article II. Designated use of Agreement Funds and Equipment.**

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.
- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.

- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

**Article III. Data on Affirmative Action.**

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

**Article IV. Funding Procedure.**

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$111,706.50** quarterly for the calendar year beginning January 1, 2020, with the total not to exceed **\$446,826.00**.

**Article V. Accounting Procedures.**

The Library agrees to maintain accounting procedures that shall provide for:

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.

(d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

**Article VI.      Program Monitoring and Library Reporting Requirements.**

In addition to the financial reports described in Article I (d), the Library agrees to submit to the ITS Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

**Article VII.      Access to Records.**

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

**Article VIII.      Retention of Records.**

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

**Article IX.      Termination of Agreement.**

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions,

including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

**Article X. Forfeiture of Funds for Noncompliance.**

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

**Article XI. Verification of Work Status.**

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

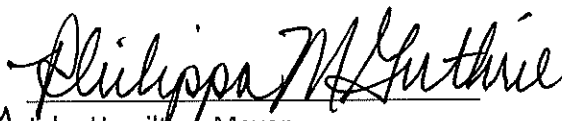
**Article XII. Investment Activities in Iran**

**In Witness whereof**, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Kyla Cox Deckard, Board of Public Works

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

By:   
for John Hamilton, Mayor  
Date: 11-15-19



**MONROE COUNTY PUBLIC LIBRARY:**

By: \_\_\_\_\_  
Marilyn Wood, Director

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

**COMMUNITY ACCESS TELEVISION SERVICES:**

By: \_\_\_\_\_  
Michael White, General Manager

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

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: REM  
DATE: 11/14/11

CITY OF BLOOMINGTON  
Controller  
Reviewed by: [Signature]  
DATE: 11-15-11  
FUND/ACCT: 41-25600-9398a

**CITY OF BLOOMINGTON**  
**and**  
**WTIU/INDIANA UNIVERSITY**  
**PUBLIC, EDUCATION AND GOVERNMENT CHANNEL**  
**PROGRAMMING AGREEMENT for 2020**

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:  
*Public* access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington (“City”) controls six PEG Channels; and,

WHEREAS, the City, through its Information & Technology Services Department (“ITS”), provides PEG channel program content from its PEGCPs (“Public Education & Government Content Providers”) – currently CATS and WTIU – at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the WTIU wishes to provide one (1) channel of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

**Section 1. Location.** The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7<sup>th</sup> and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

**Section 2. Technical Specifications.** The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

**Section 3. Conditions.** Consistent with the requirements of State and Federal law, the PEGCP shall:

- a. Program one City of Bloomington PEG channel.
- b. Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c. Provide PEG suitable programming in keeping with the definition of PEG.
- d. Provide programming that is not otherwise available on other VSP channels.

**Section 4. Connecting.** The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

**Section 5. Term.** This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2020. This agreement may be rescinded at the City's discretion with a 30-day written notice.

**Section 6. Waiver of Warranties.** The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the

PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 7. Assignment of Rights.** The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 8. Indemnification.** The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

The obligations of PEGCP shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the PEGCP is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the PEGCP.

**Section 9. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

**Section 10. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

**Section 11. Costs and Expense of Enforcement.** If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

**Section 12. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 13. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**  
Information & Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 160  
Bloomington, IN 47404  
Attn: Director

**The PEGCP**  
Radio & TV Center  
1229 E 7<sup>th</sup> St  
Bloomington, IN 47405  
Attn: WTIU Station Manager

**Section 14. Severability and Future Legal Developments.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

**In Witness whereof,** the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**CITY OF BLOOMINGTON**

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

\_\_\_\_\_  
Date

By: Philipppa M. Guthrie  
for John Hamilton, Mayor  
11-15-19  
\_\_\_\_\_  
Date

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: \_\_\_\_\_  
DATE: 11/14/19  
BEA

CITY OF BLOOMINGTON  
Controller  
Reviewed by: \_\_\_\_\_  
DATE: 11-15-19  
FUND/ACCT: NA

**WTIU**  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**  
**and**  
**MONROE COUNTY PUBLIC LIBRARY**  
**PUBLIC, EDUCATION AND GOVERNMENT CHANNEL**  
**PROGRAMMING AGREEMENT for 2020**

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:  
*Public* access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington (“City”) controls six PEG Channels; and,

WHEREAS, the City, through its Information & Technology Services Department (“ITS”), provides PEG channel program content from its PEGCPs (“Public Education & Government Content Providers) - currently CATS and WTIU - at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

**Section 1. Location.** The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7<sup>th</sup> and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

**Section 2. Technical Specifications.** The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

**Section 3. Conditions.** Consistent with the requirements of State and Federal law, the PEGCP shall:

- a) Program five City of Bloomington PEG channels.
  - i) One channel must be dedicated solely to City of Bloomington meetings, events and business.
  - ii) One channel must be dedicated solely to Monroe County and other local governmental and taxing unit meetings, events and business.
  - iii) One channel must be dedicated to public access programming emphasizing local and community-generated content.
- b) Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c) Provide PEG suitable programming in keeping with the definition of PEG.
- d) Provide programming that is not otherwise available on other VSP channels.

**Section 4. Connecting.** The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.



**Section 5. Term.** This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2020. This agreement may be rescinded at the City's discretion with a 30-day written notice.

**Section 6. Waiver of Warranties.** The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 7. Assignment of Rights.** The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 8. Indemnification.** The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

**Section 9. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

**Section 10. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

**Section 11. Costs and Expense of Enforcement.** If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

**Section 12. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 13. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**  
Information & Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 160  
Bloomington, IN 47404  
Attn: Director

**The PEGCP**  
MCPL and CATS  
303 E. Kirkwood Avenue  
Bloomington, IN 47408  
Attn: Director

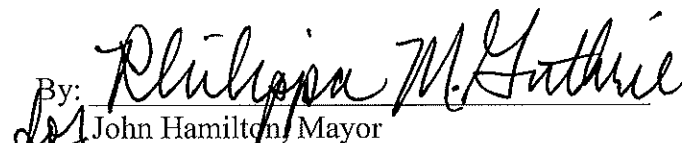
**Section 14. Severability and Future Legal Developments.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

**In Witness whereof,** the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Kyla Cox Deckard, Board of Public Works

\_\_\_\_\_  
Date

By:   
for John Hamilton, Mayor  
11-15-19  
\_\_\_\_\_  
Date

**MONROE COUNTY PUBLIC LIBRARY:**

By: \_\_\_\_\_  
Marilyn Wood, Director

\_\_\_\_\_  
Date

**COMMUNITY ACCESS TELEVISION SERVICES:**

By: \_\_\_\_\_  
Michael White, Station Manager

\_\_\_\_\_  
Date

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: BEW  
DATE: 11/14/19

CITY OF BLOOMINGTON  
Controller  
Reviewed by: [Signature]  
DATE: 11-15-19  
FUND/ACCT: CA



## Board of Public Works Staff Report

**Project/Event:** 2020 Service Agreement with Cassady Electrical Contractors, Inc. for Electrical Maintenance and Repair Services

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

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

**Meeting Date:** November 26, 2019

This contract is for repair and maintenance of electrical systems at all City facilities maintained by the Public Works Facilities Division through December 31, 2020.

Staff recommends awarding the contract to Cassady Electrical Contractors, Inc. for an amount not to exceed \$35,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT AND  
CASSADY ELECTRICAL CONTRACTORS, INC.**

This Agreement, entered into on this 26th day of November, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Cassady Electrical Contractors, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall perform electrical repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain electrical equipment at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Eighty - Five Dollars (\$85.00) per hour per person Monday-Friday 7:00am-3:30pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of One Hundred Twenty - Seven Dollars and Fifty Cents (\$127.50) per hour, per person. Work done at any time on Sundays or Holidays will performed at the rate of One Hundred Fifty Dollars (\$150.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. **Contractor:** Cassady Electrical Contractors, Inc., P.O. Box 53, Ellettsville, Indiana 47429. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**CITY OF BLOOMINGTON**

**Cassady Electrical Contractors, Inc.**

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Philippa M. Guthrie, Corporation Counsel

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Mae Cassady, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Cassady Electrical Contractors, Inc.**

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public      Commission Number: \_\_\_\_\_

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



# Board of Public Works Staff Report

**Project/Event:** 2020 Service Agreement with City Lawn, LLC for Mowing, Vegetation Removal and Turf Maintenance Services

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

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

**Meeting Date:** November 26, 2019

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

Staff recommends awarding the contract to City Lawn, LLC for an amount not to exceed \$12,000.00.

Respectfully submitted,

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

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

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

This Agreement, entered into on this 26th day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and City Lawn, LLC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Mowing, vegetation removal, turf treatments and fertilizing. These services will be performed at City facilities (“Services”) for a set price of Forty Dollars (\$40.00) per person, per hour. This rate shall include any trip charges and/or fuel charges. Costs for materials, such as fertilizer, mulch, or chemical treatments shall be paid by the Department. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Contractor: City Lawn, LLC**, PO Box 5561, Bloomington Indiana 47407.

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

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

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

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

**CITY OF BLOOMINGTON**

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Philippa M. Guthrie, Corporation Counsel

**City Lawn, LLC**

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Randy Younger, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**City Lawn, LLC**

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public      Commission Number: \_\_\_\_\_

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



**City of Bloomington  
Public Works Department**

Placeholder for Service Agreement with Cummins Crosspoint,  
LLC for Maintenance of Generators at all Facilities



# Board of Public Works Staff Report

**Project/Event:** 2020 Service Agreement with Harrell-Fish, Inc. for HVAC Repair and Maintenance Services

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

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

**Meeting Date:** November 26, 2019

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

Staff recommends awarding the contract to Harrell-Fish, Inc. for an amount not to exceed \$145,000.00.

Respectfully submitted,

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

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

**2020 AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
HARRELL-FISH, INC.**

This Agreement, entered into on this 26<sup>th</sup> day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety – Five Dollars (\$95.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Sixteen Dollars (\$116.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Forty-Five Thousand Dollars (\$145,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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



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

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

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

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

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

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

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

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BLOOMINGTON**

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Philippa M. Guthrie, Corporation Counsel

**Harrell-Fish, Inc.**

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Steve Dawson, President

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Harrell – Fish, Inc.**

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public      Commission Number: \_\_\_\_\_

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



# Board of Public Works Staff Report

**Project/Event:** 2020 Service Agreement with Harrell-Fish, Inc. for  
Plumbing Repair and Inspection Services

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

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

**Meeting Date:** November 26, 2019

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

Staff recommends awarding the contract to Harrell-Fish, Inc. for an amount not to exceed \$60,000.00.

Respectfully submitted,

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

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

**2020 AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
HARRELL-FISH, INC.**

This Agreement, entered into on this 26<sup>th</sup> day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and inspection services on plumbing systems at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety – Five Dollars (\$95.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Sixteen Dollars (\$116.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixty Thousand Dollars (\$60,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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



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

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

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

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

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

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

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

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BLOOMINGTON**

**Harrell-Fish, Inc.**

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Philippa M. Guthrie, Corporation Counsel

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Steve Dawson, President

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Harrell – Fish, Inc.**

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public      Commission Number: \_\_\_\_\_

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



## Board of Public Works Staff Report

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

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

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

**Meeting Date:** November 26, 2019

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

Staff recommends awarding the contract to Indiana Door & Hardware Specialties, Inc. for an amount not to exceed \$7,500.00.

Respectfully submitted,

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

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

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

This Agreement, entered into on this 26<sup>th</sup> day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Indiana Door & Hardware Specialties, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Locksmithing, door installation and repair, and door hardware installation and repair. These services will be performed at City facilities (“Services”) for a set price of Seventy Five Dollars (\$75.00) per hour, per person for the first hour of each visit, then Sixty Dollars (\$60.00) for each additional hour during normal business hours. Normal business hours for Contractor are Monday-Friday 7:30 am - 4:00 pm. Any work performed outside normal business hours, including evenings, weekends, and holidays, will be performed at the rate of Ninety Dollars (\$90.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are



insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BLOOMINGTON**

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Philippa M. Guthrie, Corporation Counsel

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

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Troy Baker, Vice-President

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Indiana Door & Hardware Specialties, Inc.**

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public      Commission Number: \_\_\_\_\_

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



# Board of Public Works Staff Report

**Project/Event:** 2020 Service Agreement with Koorsen Fire & Security for Inspection, Maintenance, and Repair of Fire Alarm and Suppression Systems

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

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

**Meeting Date:** November 26, 2019

This contract is for inspections, repair and maintenance, and monitoring of fire alarm systems, emergency and exit lights, dry chemical systems, sprinkler systems, fire extinguishers, and water service backflow prevention devices at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Koorsen Fire & Security for an amount not to exceed \$20,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
KOORSEN FIRE & SECURITY**

This Agreement, entered into on this 26<sup>th</sup> day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Koorsen Fire & Security (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform inspections, repair and maintenance, and monitoring of fire alarm systems, emergency and exit lights, dry chemical systems, sprinkler systems, fire extinguishers, and water service backflow prevention devices. These services will be performed at City facilities (“Services”) for a set price of Eighty – Five Dollars (\$85) per hour, per person, Monday-Friday 7:45 am - 5:00 pm for “General Products”, which are defined as fire extinguishers, emergency and exit lights, and kitchen hoods. Any work performed on “General Products” outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Twenty – Seven Dollars and Fifty Cents (\$127.50) per hour, per person. These services will be performed at City facilities (“Services”) for a set price of Ninety – Five Dollars (\$95) per hour, per person, Monday-Friday 7:45 am - 5:00 pm for “Special Hazards”, which are defined as fire alarm systems, sprinkler systems, and backflow preventers. Any work performed on “Special Hazards” outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Forty – Two Dollars and Fifty Cents (\$142.50) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contractor: Koorsen Fire & Security**, attn.: John York, 1131 Air Drive., Bloomington Indiana 47403.

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

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

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

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

**CITY OF BLOOMINGTON**

**KOORSEN FIRE & SECURITY**

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

\_\_\_\_\_  
John York, Territory Account Manager

**CITY OF BLOOMINGTON PUBLIC WORKS**

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Koorsen Fire & Security**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

\_\_\_\_\_ Commission Number: \_\_\_\_\_  
Printed Name of Notary Public

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



## Board of Public Works Staff Report

**Project/Event:** 2020 Service Agreement with Nature's Way, Inc.

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

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

**Meeting Date:** November 26, 2019

This contract is for plant maintenance at City Hall. Nature's Way has provided this service for several years and staff has been completely satisfied with their work.

Staff recommends awarding the contract to Nature's Way, Inc., for an amount not to exceed \$4,241.16.

Respectfully submitted,

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

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

**2020 AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
NATURE'S WAY, Inc.**

This Agreement, entered into on this 26<sup>th</sup> day of November, 2019, by and between the City of Bloomington Public Works Department (the "Department"), and Nature's Way, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall provide regular weekly maintenance of the potted plants placed throughout City Hall. Plants shall be maintained in a good and healthy condition and shall be replaced when needed. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Public Works Operations and Facilities Director, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Two Hundred Forty – One Dollars and Sixteen Cents (\$4,241.16) Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington, 401 N. Morton Street, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services depending on Department needs.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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.

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

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

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

**Department:** City of Bloomington, **Attn: J. D. Boruff, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** **Contractor: Nature's Way, Inc., Attn: Beth Matney, 7330 N. Wayport Road, Bloomington, IN 47408.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**CITY OF BLOOMINGTON**

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Philippa M. Guthrie, Corporation Counsel

**NATURE'S WAY, Inc.**

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Beth Matney, Chief Financial Officer

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Nature’s Way, Inc.**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public      Commission Number: \_\_\_\_\_

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



## Board of Public Works Staff Report

**Project/Event: Service Contract with Spartan Mechanical, LLC for HVAC  
Repair and Maintenance Services**

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

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

**Meeting Date:** November 26, 2019

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

Staff recommends awarding the contract to Spartan Mechanical, LLC for an amount not to exceed \$10,000.00.

Respectfully submitted,

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

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

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

This Agreement, entered into on this 26<sup>th</sup> day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Spartan Mechanical, LLC. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Ninety Dollars (\$90.00) per hour, per person during the hours of Monday-Friday 7:00 am – 4:00 pm. Any work performed Monday-Friday 4:00 pm to 7:00 am, and on Saturdays, will have a set price of One Hundred Thirty – Five Dollars (\$135.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Eighty Dollars (\$180.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Contractor:** Spartan Mechanical, LLC., P.O. Box 27, Avoca, Indiana 47420-0027.

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

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

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

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

**CITY OF BLOOMINGTON**

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Philippa M. Guthrie, Corporation Counsel

**Spartan Mechanical, LLC**

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Jason Wampler, Owner/President

**CITY OF BLOOMINGTON PUBLIC WORKS**

---

Adam Wason, Director

---

Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Spartan Mechanical, LLC**

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public      Commission Number: \_\_\_\_\_

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

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/22/2019	Payroll				435,529.47
					<u>435,529.47</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 \$ 435,529.47

**Dated this 26th day of November year of 2019.**

\_\_\_\_\_

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

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

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

## Board of Public Works Staff Report

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**Project/Event:** Application for Shared-Use Motorized Scooter Operator License  
**Petitioner:** VeoRide, Inc.  
**Staff Representative:** Michael Rouker, City Attorney  
Jennifer Lloyd, Assistant City Attorney  
Alex Crowley, Director Economic and Sustainable Development  
**Date:** November 26, 2019

---

**Report:** The City enacted legislation effective September 1, 2019 setting forth regulations for shared-use motor scooter operators, and at its September 17 meeting the Board of Public Works approved a form license application for use by interested scooter companies. VeoRide, Inc. has submitted its license application for approval by the Board of Public Works. Unlike previous licensees Bird and Lime that already have a local presence, VeoRide is new to Bloomington. The company reports serving nearly 40 communities located primarily in the Midwestern and southern states. VeoRide anticipates a Bloomington launch date of January or February, 2020.

Pertinent considerations:

- The application as submitted responds to the City's requirements, with the exception that the Bloomington-specific app will not be available until the company launches in Bloomington in early 2020. Information required on the app is currently available on the company's Bloomington-specific website.
- VeoRide offers an access plan that provides a significantly greater benefit to low-income riders than is required by the City.
- VeoRide is the first applicant to exercise the option to participate in the Bikeshare program. The company plans to introduce bicycles to Bloomington in Spring, 2020. Deployment of the Bikeshare program will entitle VeoRide to a lower per-ride fee payment to the City: \$0.10/ride instead of \$0.15/ride.

**Staff recommends approval of VeoRide's application for a Shared-Use Motorized Scooter Operator License.**

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Recommend  Approval  Denial by: Jennifer Lloyd, Assistant City Attorney

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**Board of Public Works**  
Staff Report

**Veoride Inc.**

400 N. Racine Ave., #109

Chicago IL, 60642

[hello@veoride.com](mailto:hello@veoride.com)

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

(855) 836-2256



City of Bloomington

# Shared-Use Motorized Scooter Operator License Application

October 10, 2019

**Contact:**

Candice (Bowen) Xie

Co-Founder and CEO

(765) 838-9861

[candice.xie@veoride.com](mailto:candice.xie@veoride.com)



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# 1. COVER LETTER

Dear Bloomington Board of Works,

VeoRide is focused on delivering successful programs characterized by **continuous innovation** and **high ridership** of its installed fleet in the 40+ communities it serves. Our mission is to establish micromobility vehicles as a true transportation system to reduce automotive use and promote widespread utilization of shared alternative mobility in a safe and reliable way.

Since our formation, we have grown to serve many communities with tailor-made, turn-key, and safe mobility share programs that last. We partner with many cities of similar size to Bloomington across the US, providing customized micro-mobility solutions at no cost to them. We specialize in building long-term partnerships with cities such as Bloomington with innovative, sustainable, and high-quality programs to meet transportation needs and goals. Through all our collaborations with cities and city clients, we fully understand how to align and support your goals and give your team peace of mind.

95% of VeoRide contracts are exclusively awarded through RFPs or permitting process and 90% of those contracts last between 2-7 years, which demonstrates our commitment to grow with communities over the long term and shows community partners' trust in VeoRide.

We are proud to say that our e-scooters are the best equipment in their class. Our engineering teams design and manufacture our fleet from the ground up with the optional ability to customize components, design, and color schemes (our standard scooter is teal and black). Our **commercial-grade e-scooter** is built to address the safety needs and rigors of shared, public use, and our **field-swappable battery** system improves access and reduces risks. Our scooter is noticeably more durable and lasts 1-2 years versus the 3-month lifespan of the off-the-shelf consumer-model scooters used by other vendors. The VeoRide e-scooter features larger, 10-inch wheels; a wider and sturdier platform; and dual mechanical brakes, all of which improve riders' safety and enhance sustainability. The field-swappable battery is the linchpin to our system; it has important community safety, environmental and equity access benefits. It enables us to reduce community risks of fire and lessens the environmental impact of "crowd juicers" to your city streets. This is a notable contrast to the current practice of other vendors who use "crowd juicers" to remove the scooters every night and redeploy every morning with little oversight by the licensee. Together, our commercial-grade scooter and field-swappable battery are two advantages unique to VeoRide and form a better solution to address West Lafayette's goals for your scooter transportation system.

Our locally hired full- and part-time VeoRide staff, consisting of a Fleet Coordinator and Fleet Technicians responsible for maintenance and rebalancing, are in the market at all times. This

staffing model gives us 100% control over the operations instead of using “crowd juicers” while providing you with an added layer of confidence regarding implementation.

Our clients are extremely happy with the product, service, staffing, and most importantly, safety and response times. Here are a few examples--

### Chicago, IL

VeoRide began operating in Chicago in June 2019. The City passed a 4-month dockless pilot program in May 2019 and set strict operational, safety and equity guidelines. Launching alongside 9 other companies, VeoRide logged 16% of the total rides published by the city and received positive feedbacks by many riders for bringing a safer and more robust scooter to their street.

Since the pilot program launched, the City has issued 14 fines to 7 scooter companies for failing to meet terms including ensuring scooters remain within the pilot area, requiring post-ride pictures, responding to complaints promptly and addressing the city’s equity requirements. VeoRide is not one of the seven companies, but instead has received compliments from Kevin O’Malley, Managing Deputy Commissioner of the Chicago Department of Transportation, lauding VeoRide for “demonstrating a commitment to safety and meeting all the pilot conditions”.




### College Station, TX and Texas A&M University

VeoRide is operating one of the largest single-vendor micromobility share programs—with 2,500 vehicles—in the City of College Station, TX. College Station and Texas A&M University ended their bike-share partnership with OFO, the largest bike share program provider in the world, and started a new partnership with VeoRide at the end of 2018. Before the replacement, the community experienced various parking challenges and issues as bikes were found in ditches, backyards, trees, cluttering the sidewalk, and impeding pedestrians. The City of College Station has reported this is no longer the case since they have partnered with VeoRide. After launching, VeoRide adopted innovative parking methods in the city to encourage riders with good parking behaviors and focus heavily on safety and parking education.

*"When there are concerns from the community, they're reaching out, they're willing to collaborate. It's been definitely a day-and-night experience with them, and we've really enjoyed working with them," said Venessa Garza, Senior Program Manager with the City of College Station. "VeoRide has been a very successful program. They've been very responsive, they've been willing to collaborate, and they're communicating often with the city."*

We appreciate any feedback and look forward to hearing from you. The undersigned is the VeoRide authorized agent for the submission of this application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bowen Xie', with a stylized flourish at the end.

Bowen (Candice) Xie  
Co-Founder and CEO

2. APPLICANT INFORMATION

Name of Company	Veoride Inc
Address of Company	400 N. Racine Avenue, #109
City, State, Zip	Chicago, IL 60642
Phone Number	855-836-2256
Website	www.veoride.com
Email	hello@veoride.com
Social Media	Twitter: @VeorideMobility Facebook: <a href="https://www.facebook.com/Veoride/">https://www.facebook.com/Veoride/</a> Instagram: veoride.mobility

3. COMPANY INFORMATION (COMPLETE DUPLICATE FIELDS ONLY IF DIFFERENT FROM ABOVE)

Name of Company:	
Address of Company:	
City, State, Zip:	
Phone Number:	
Website:	
Email	
Social Media Website	
Addresses/Handles:	
Company is a(n):	<input type="checkbox"/> LLC <input type="checkbox"/> X_Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other

#### 4. COMPANY INCORPORATION INFORMATION (FOR CORPORATIONS AND LLCs ONLY)

<b>Date of Incorporation or Organization:</b>	May 11, 2017
<b>State of Incorporation or Organization:</b>	Indiana
<b>(If not Indiana) Date qualified to transact business in the State of Indiana:</b>	
<b>Employer Identification Number</b>	82-1495778

#### 5. PRIOR LICENSES

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

Yes

No

#### 6. DESCRIPTIONS, PRICING, AND SERVICE

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

<b>Scooter Make</b>	<b>Scooter Model</b>	<b>Color</b>
Veoride	Version 3.0	Black with teal markings

#### Deployment Plan

We propose to initially deploy 300 e-scooters in the first phase, then increase to a total of 700 e-scooters based on ridership. We will not have e-bikes going into the winter, but plan to add them in the spring depending on ridership.

<b>Pricing for Bloomington</b>	
Standard rider	\$1 unlock; 25 cents/minute
Low-income rider	\$0 unlock; 12 cents/minute

#### Low Income User

To serve **low-income individuals**, Veoride has developed the Veoride Access Program. Users may visit Veoride website to submit an application, which contains questions to ask for their full name, phone number, email (to be verified with their Veoride account), photo ID, and proof of low-income status (e.g., EBT card, discounted utility bill, or any other state or federally run

assistance program document). To increase the flexibility and give greater access to everyone, VeoRide waives the unlocking fee for qualified low-income Users only charging by the minute.

VeoRide is committed to delivering an equitable and inclusive micromobility program. Following the pilot program, we would be happy to work with you and local nonprofits and community groups to further develop Access programs and Employment Opportunities. We would work towards creating ridership demographics that reflect the diversity of Bloomington and aim to help underserved communities use our micromobility system to overcome transportation barriers to education and employment. We have partnered with over 30 agencies across the U.S. to recruit operations staff and to employ low income residents to ensure that equity remains a central pillar to our approach and day-to-day people operations.

### Equity and accessibility:

- **No bank account/credit card** Those who don't have a bank account or credit card can pay with cash at convenience store, gas station etc. for pre-paid debit cards in order to access VeoRide's fleets.
- **Don't have a smartphone** Registered Users who don't have a smartphone can send physical check to VeoRide to build an account. After setting up account successfully, they can call our toll-free number with the e-scooter ID number they would like to unlock. The system will unlock the vehicle remotely for the Users.
- **Arrangements to enable participation by those without driver's license** VeoRide's app is capable of requiring customers to scan their driver's license before using, which will be verified automatically by the scanning system. If a customer doesn't have a license, they can take a picture of their government issued identification and upload it into the system. Government issued identification approvals generally take less than 2 business days, but depending on the type and country of origin, can take up to one full business day. If preferred and regulated by the city, without proper identification, the e-scooter cannot be unlocked. We have operated in cities where a license is not required as well.

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

VeoRide is the **only micro-mobility share provider that controls the whole process from design to manufacture to deployment**. From day one, every vehicle we built is specifically for share-use to ensure safe and reliable riding experience. Innovation is at the forefront of VeoRide's vision as a company. We have worked hard in both our scooter design and the operational staffing model to address the three challenges of safety. We have developed a (#) pronged approach to safety:

- a. Process/quality control of scooter design
- b. Field-Swappable battery
- c. Safety Integrated into Daily Operations
- d. Training riders and the public on best practices for safety (See Section C and D on helmet distribution and communication plan)
- e. Rebalancing and gaming to reduce unsafe parking practices
- f. Safety innovations

### Process/Quality Control of Scooter Design

VeoRide designs its e-scooters from ground up specifically for share-use. **We are the only e-scooter sharing company in the industry that has a scooter designed for shared-use.** We can modify and launch safety modifications to our e-scooters in a short time frame due to our long-term relationship with one of the largest bike/scooter manufacturers in the world. Our creative director and safety managers work with riders, city officials, and the general public through surveys and interviews to understand where we can improve safety and rideability. In a matter of weeks, we can make adjustments to the scooter, such as equipping e-scooters with dual mechanical brakes, larger diameter treaded wheels with a mountain-bike type suspension and a wider platform to provide superior transport across typical roadways. This relationship not only ensures high-quality support for every model of our e-scooter, but also allows for just-in-time delivery so that each shipment reflects has the newest features and quality enhancements based on our continuous improvement design approach.

### Field-Swappable Battery

**VeoRide is the only micromobility company to use a field-swappable battery** which is recharged and maintained exclusively by our VeoRide team of trained technicians, instead of



**Field-Swappable Extended-Life Battery**  
Keeps the fleet available 24/7, improves equity and eliminates fire risks by unsupervised crowd charging in apartments and dorms, and greatly decreases the environmental impact of crowd charging.

unsupervised gig economy “crowd chargers,” eliminating the residential fire risks related to recharging lithium batteries at a commercial scale. *This is a critical distinction from our competitors.* By replacing the batteries and not moving the entire scooter back and forth from a warehouse daily, the cables, motor, suspension, GPS technology, and

braking systems stay intact. Our techs review their app throughout the day and swap batteries that are low. They disable scooters with less than 5% power to ensure riders don't go for ride and become stranded.

### Safety Integrated into Daily Operations

Our Daily Operations Protocol is followed by local staff to ensure each and every scooter on the street is in top condition for riding. Each vehicle is inspected for safety and general maintenance needs daily. Any scooter needing attention that can't be managed immediately in the field is locked down and transported to our maintenance facility for repair.

Maintenance is an integral part of safety and inspections are conducted daily on each vehicle by trained VeoRide-employed technicians. Techs document safety issues to provide our customers and community partners with confidence that all vehicles will be in working order when needed. Each operations team member of VeoRide is trained on the VeoRide operations platform and has access to the VeoRide Tech app that logs all the activities, such as safety maintenance, charging and rebalancing. If a repair or maintenance issue is needed, Users or the public can easily report this information via our mobile app and the information will be directed to our VeoRide Tech app as a task for the local operations team to resolve.



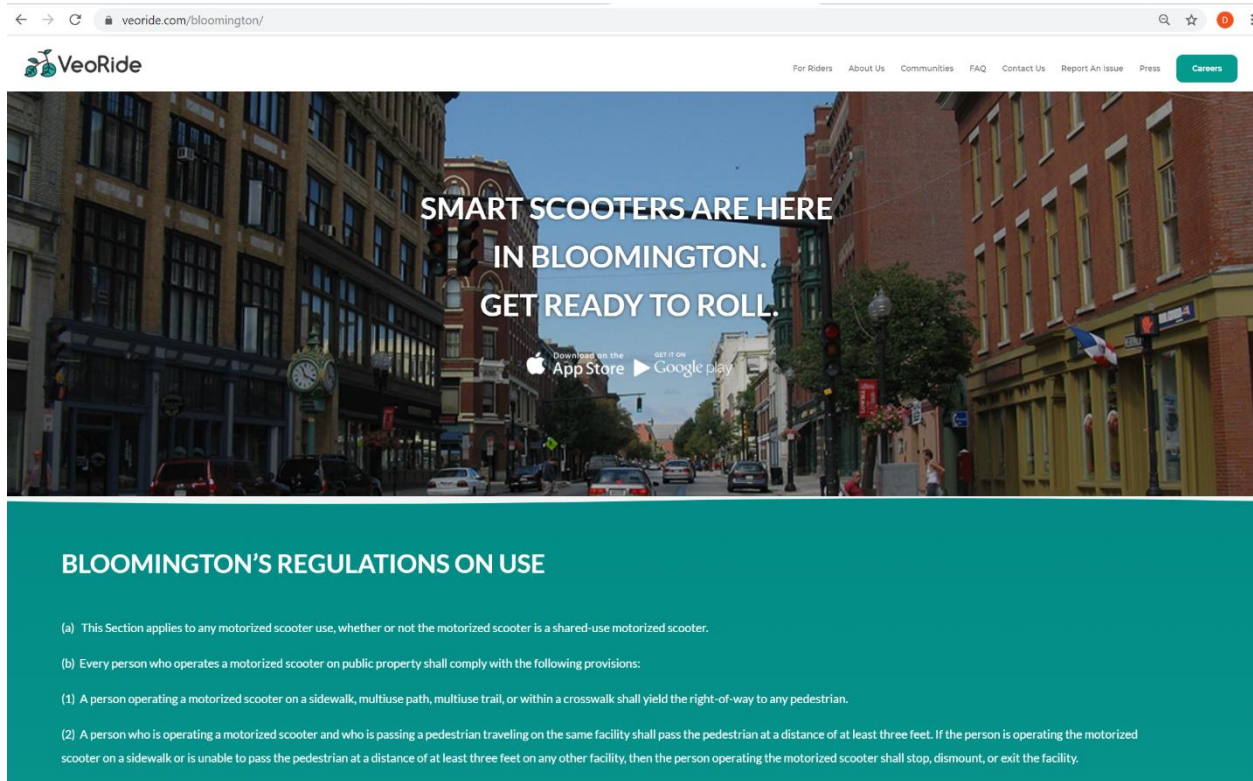
## Bad Weather and Extenuating Circumstances

We will work with the city on a game plan for reducing/removing e-scooters based upon weather or other situations where scooters need to be moved for public safety purposes and rider safety.

## Rebalancing and Gaming to Reduce Unsafe Parking Practices

### Parking

There are many ways to communicate parking rules specific to Bloomington to riders and to the public. We have incorporated this language into the Bloomington app and the website [www.veoride.com/bloomington](http://www.veoride.com/bloomington) and per 10. LIST OF LEGAL REQUIREMENTS (CHAPTER 15.58 OF THE BLOOMINGTON MUNICIPAL CODE), we understand and will comply with the List of Legal Requirements per Chapter 15.58 of Municipal Code. An example of how the information will look on the website is below.



The screenshot shows a web browser window with the URL [veoride.com/bloomington/](http://www.veoride.com/bloomington/). The page features the VeoRide logo and navigation links: For Riders, About Us, Communities, FAQ, Contact Us, Report An Issue, Press, and Careers. A large banner image of a city street is overlaid with the text: "SMART SCOOTERS ARE HERE IN BLOOMINGTON. GET READY TO ROLL." Below the banner are download links for the App Store and Google Play. A teal section below the banner contains the heading "BLOOMINGTON'S REGULATIONS ON USE" and the following text:

(a) This Section applies to any motorized scooter use, whether or not the motorized scooter is a shared-use motorized scooter.

(b) Every person who operates a motorized scooter on public property shall comply with the following provisions:

(1) A person operating a motorized scooter on a sidewalk, multiuse path, multiuse trail, or within a crosswalk shall yield the right-of-way to any pedestrian.

(2) A person who is operating a motorized scooter and who is passing a pedestrian traveling on the same facility shall pass the pedestrian at a distance of at least three feet. If the person is operating the motorized scooter on a sidewalk or is unable to pass the pedestrian at a distance of at least three feet on any other facility, then the person operating the motorized scooter shall stop, dismount, or exit the facility.

We will use our training programs and other promotional and educational material, and scooter stickers, to remind riders to follow all parking and riding regulations.

### Rebalancing

The VeoRide operations team will rebalance the fleet multiple times a day depending on the fleet distribution. If VeoRide is notified through one of our communications platforms of safety concerns, such as an over-concentration of or improperly parked e-scooters, we will relocate them within 2 hours during business hours. Anytime our team members touch a scooter, they also do a safety check.

## Gaming Incentives

*Lucky Ride:* We've developed gamification system such as Lucky Zone to assist rebalancing. For example, we can set up the Lucky Zone around the most popular pick-up locations. If a user rides the e-scooters and park it inside the zone, the system will send free ride credits. VeoRide also marks specific e-scooters with a unique icon on the app as "Lucky" under other situations that include but aren't limited to vehicles mis-parked, if there are too many e-scooters aggregated in an area, if an e-scooter has been idle for 48 hours or more, and if there are special events where e-scooters are to be parked in a particular way.

## VeoRide Safety Innovation

Communities have experienced injuries and property damage during riding and the recharging of the lithium batteries which power all scooters. The Center for Disease Control (CDC) recently released findings from three months of riding in Austin describing the ridership risk. While the CDC report importantly noted that all users should be encouraged to wear helmets (a finding heavily supported by VeoRide), it also found that over 50% of crashes were attributed to the consumer-grade scooters poorly traversing common roadway hazards such as cracks and potholes. Additionally, 19% of the respondents attributed their fall to issues with the wheels or brakes. (Note, while VeoRide operates e-scooters in Austin now, it was not part of the CDC study. Our commercial-grade scooters readily handle the hazards noted.)

The e-scooter model below is the one to be deployed and used in Bloomington. Each scooter speed is governed at 15 mile/hour and has decal listing of VeoRide Toll-free number, website, identification number for the scooter, instruction, and safety check information etc.



In addition to the safety innovation mentioned above, our e-scooters also include the following enhanced features and programming capabilities:

- **No-Ride Zone** shuts off power to scooter if attempts are made to ride in zone.
- **Dynamic No-Ride Zone** shuts off power to scooter during specified time periods and at certain locations, which can be set up automatically from VeoRide system.
- **Reduced-Speed Zones** to automatically reduce speed in specific areas.
- **Mechanical Braking Levers + E-Brake** on both sides of the handlebar for shorter stopping distances, greater reliability and a more intuitive user experience than rear foot brakes.
- **Dual Drum Brakes** for Front and Rear Wheel designed for the rigors of shared use.
- **Safety Lighting Technology** that meet the highest road safety standard developed by the country of Germany. We developed the customizable lighting system that is embedded underneath the standing deck to increase safety level of rider night-time riding.

All VeoRide e-scooters have undergone and passed the most stringent US consumer products testing to provide our partners and riders with peace of mind. SGS, the world's leading testing and certification company, has certified that VeoRide vehicles meet the standards outlined in ISO 43.150, CPSIA, 16 CFR 1512, and ANSI Z315.1. We continue to innovate and upgrade our scooters so that our products continue to lead in the micromobility share industry.



### VeoRide Product and Feature Roadmap

At VeoRide, we believe there is always room for safety and rideability improvement. As a result, the following features are scheduled to be rolled out in next three months:

- Turning light signal on scooter,
- Temperature sensors on both motor and battery pack to alert if there is fire risk,
- Voice notification for letting users to wear helmets and park responsibly,
- Fall down detection sensor for analyzing accidents,
- Drunk detection sensor to prevent drunk scootering,
- Weight detection sensor to configure dynamic power output from the motor

**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)**

### Operations Plan

Each team member of VeoRide is trained on the VeoRide operations platform and have access to the VeoRide Tech app that logs all the activities, such as charging, maintenance and rebalancing. If a repair or maintenance is ever needed, Users or the public can easily report this

information via our mobile app, website or phone call. The information will be directed to our VeoRide Tech app as a task for the local operations team to resolve.

VeoRide uses a proprietary web-based tool to manage all repair and inspection schedules which are monitored in real-time by VeoRide's local Fleet Manager and mechanics. After the tasks are generated, they are allocated to the VeoRide Tech app for on-duty technicians to work on. All e-scooter maintenance and inspections records are documented, including detailed maintenance reports, status of the maintenance reports, maintenance history logs, and upcoming inspection schedules.

One of the maintenance tasks that our VeoRide-supervised employees handle is recharging our field-swappable batteries, which are the lynchpin to our system, eliminating the need for transporting the e-scooter twice a day for recharging/rebalancing. Our batteries have a charge life of 1-3 days when ridership is between 6 rides/day to 12 rides/day, which eliminates the need for daily charging. VeoRide fleet technicians perform a maintenance check on every scooter when the batteries are swapped and remove vehicles deemed unsafe from operation. Our auto-alert system shuts down scooters with battery levels less than 5%.

We perform **preventative maintenance** according to our comprehensive maintenance checklist regularly on every e-scooter:

MAINTENANCE AND OPERATIONS	SCHEDULE	LOCATION
Patrol for inappropriate parking	Daily	On-Site
Visual walk-around for any obvious immediate issue	Daily	On-site
Scooter inspection	Daily / Weekly	On-Site
Preventative maintenance and tune-ups	Monthly	Facility
Clean-up alert or notification	As needed	On-Site
Address repair upon notification	As needed	On-Site
Replacement parts and scooters	As needed	Facility
Web and mobile updates	Ongoing	Wireless
Test brake levers to ensure their functionality	Daily / Weekly	On-Site / Facility
Inspect drivetrain for proper functioning and lubrication	Daily / Weekly	On-Site / Facility
Inspecting handlebar for proper centering and tightness	Daily / Weekly	On-Site / Facility
Spin front and rear wheels to check for rubbing and wobbling	Daily/Weekly	On-site/Facility
Ensure hand grips are secure	Daily / Weekly	On-site
Inspect handles for proper functioning	Daily / Weekly	On-Site / Facility

Check battery for loose or broken components	Daily / Weekly	On-Site / Facility
Inspect headlight and taillight working condition	Daily / Weekly	On-Site / Facility
Test locking/unlocking mechanism using mobile application	Daily / Weekly	On-Site / Facility
Ensure accessories/advertising components properly attached	Weekly	On-site/Facility
Clean all visible dirt on the scooter	Weekly	On-Site / Facility
Check frame for damage, cracks, and dents	Weekly	On-Site / Facility

### Staffing Plan

VeoRide’s successful business model is built on having an **in-house staff** on the ground at all times. VeoRide’s local team is composed of a specially trained Fleet Manager and Fleet Technicians, who maintain and rebalance the fleet, charge and replace the swappable batteries in the field, and perform daily preventative maintenance. This operational model removes the residential fire risks associated with gig-economy “crowd chargers,” minimizes congestion, and decreases the carbon impact by 80%. **Our model gives us 100% control over the operations while providing you with an added layer of confidence surrounding implementation.** VeoRide builds a strong and responsive local operations team to ensure the program runs successfully.

### Hiring Plan

- Oversight will be provided by the existing **General Manager** (Ben Thomas). He is the local point of contact for city officials, marketing and education, policy and compliance.
- Hire 1 **Fleet Manager** to oversee the day-to-day operations, including assigning tasks to Fleet Technicians, addressing customer issues, managing physical assets (vans, inventory parts, warehouse, etc.) and hiring local technicians.
- Hiring **Fleet Technicians** who do battery swapping, fleet maintenance, rebalancing, patrolling, removing scooters blocking the sidewalk, and other responsibilities as needed. Their shifts cover 24/7 days a week.
- Hiring 1-2 **Brand Ambassadors** to promote and market the program in the city to residents and low-income riders as well as students regarding safe riding, parking, etc.

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



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







7. REQUIRED PUBLIC OUTREACH AND COMMUNICATIONS

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

24 Hour customer service number	(855) 836-2256
Report an issue 24/7	<a href="http://www.veoride.com/bloomington">www.veoride.com/bloomington</a> > Report an Issue (drop down) (will build the Bloomington page prior to launch)
Email	hello@veoride.com

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):

Website	<a href="http://www.veoride.com/bloomington">www.veoride.com/bloomington</a>
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C. Provide details of the helmet distribution plan described in BMC 15.58.120(e):  
**Helmet distribution program**

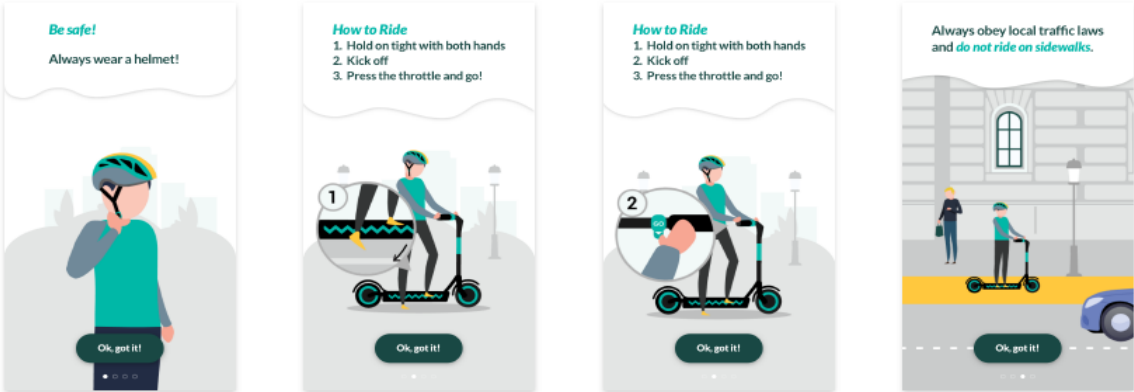
*Helmet use is encouraged as part of our safety programming and it will meet all of BMC 15.58.120(e) requirements.* VeoRide is fully committed to Users having access to helmets, especially in cities like Bloomington where helmet-wearing is a requirement. We will remind Users through outreach, training events, app and website, that helmets are required when riding e-scooters in Bloomington. We will distribute VeoRide-branded helmets to Users during local promotional events and offer group rides to promote e-scooter safety. We will work with local organizations that promote cycling and scootering to distribute the helmets when requested by a User. Our vision would include mutually beneficial partnerships on helmet safety education and helmet distribution through the Bloomington Parks and Recreation Department, Bicycle and Pedestrian Safety Commission (and appropriate Local Motion Grant recipients), and neighborhood associations. We also plan to explore partnerships with the IU Intramural Center and Parking Operations, and broad-based student groups such as Indiana Cycling Club, and schools such as the School of Public Health that has a strong focus on concussive research, as potential partners in identifying how to support helmet wearing and distribution.

Helmets will also be made available during our safety and community education campaigns.

The e-scooter app can have required signage regarding helmet use. The e-scooter's app terms and conditions emphasize helmet use, and signage at parking areas can contain language required by law or the community. When registering, Users are informed of and they must agree to follow local safety requirements through the Terms and Conditions on the app. VeoRide staff conducts promotional events to educate the public and helmet giveaways to promote good riding habits.

Tutorial animation within the app reminds Users to wear a helmet, how to ride safely, and parking protocol. VeoRide can customize the tutorial within the app to meet your specific requirements, applicable state laws, and system warnings to the program users.





1st animation

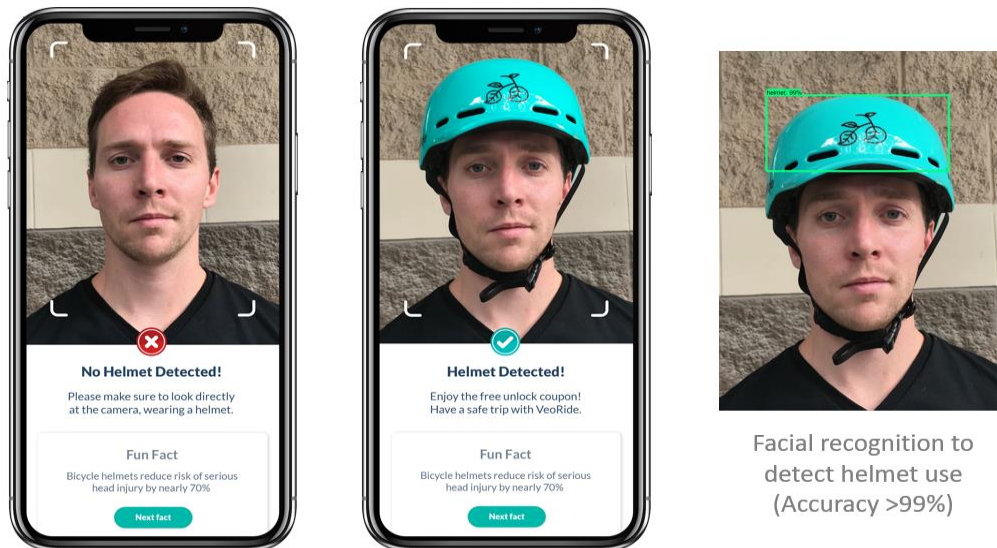
2nd animation

3rd animation



4th animation

We have developed **AI technology in facial recognition using the phone camera to detect and encourage scooter helmet use**, which can offer incentives and discount to riders who wear helmets.



**Drunk-detection technology** (*Confidential*) to prevent intoxicated riding. VeoRide is new technology being piloted in 2020.

### Encouraging helmet use for safe riding

VeoRide distributes VeoRide-branded helmets to Users during different promotional events and group rides to promote rider safety. The app provides information about wearing a helmet, which we always encourage riders to do. As described under Safe Riding and Parking, we are actively developing AI technology in facial recognition using camera to detect and encourage e-scooter helmet use (*Confidential*), which can offer incentives and discount to riders who wear helmets, and Drunk-detection technology (*Confidential*) to prevent intoxicated riding. VeoRide will pilot new technology in Q4 2019. See Section D for more details on our Marketing and Education program.

#### **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.

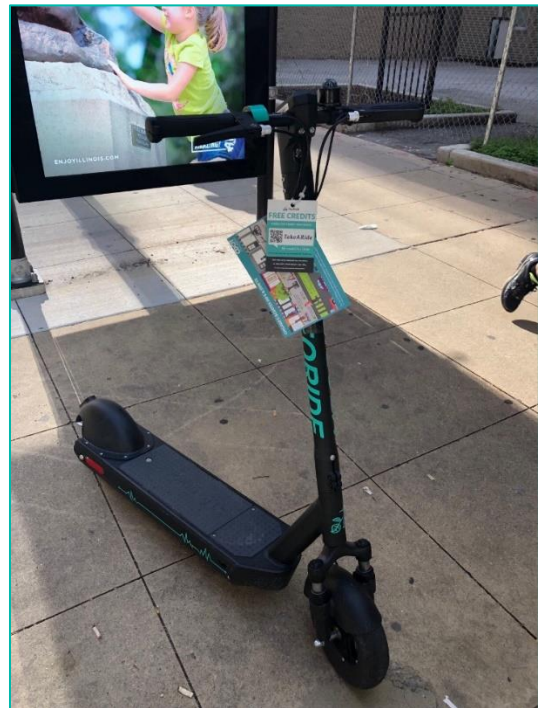
## Proposed Safety Campaign

	Objective 1	Objective 2	Objective 3	Staffing	Hours
Within 30 days of launch	Introduce VeoRide, equipment, safety, staff; swag giveaways	App use, rider safety, safety technologies	Helmet giveaways; helmet fitting;	2-4 staff	10- 5 weekdays; 10-7 weekends.
March 1-7, 2020 Could be February if there is a big break in weather and increased scooter riding	How to ride, especially in unpredictable situations, i.e. weather, traffic, students; parking,	Safety requirements, local laws, helmet distribution, helmet fitting;	Group rides to increase confidence and navigating crowds; swag giveaways	2-4 staff	10- 5 weekdays; 10-7 pm weekends.
April 5-10, 2020 graduation and finals; increased ridership expected; summer job riders.	How to ride, especially in unpredictable situations, i.e. weather, traffic, students; parking,	Safety requirements, local laws, helmet distribution,	Group rides to increase confidence and navigating crowds; swag giveaways	4-6 staff	10- 5 weekdays 10- 7 pm weekends
August 29- Sept 5 IU starts, students and parents; tourists for football season, wineries	How to ride, especially in unpredictable situations, i.e. weather, traffic, students; parking,	Safety requirements, local laws, helmet distribution,	Group rides to increase confidence and navigating crowds; swag giveaways	4-6 staff	10-5 weekdays 10-7 weekends
Monthly one-day summer sessions to engage local population and to	Riding refresher for previous users; swag giveaways as safety and parking rewards/reminders	Introduction to riding basics for visitors; swag giveaways	Safety, plus Local rules, regulations and	2-6 staff	10-5 weekdays 10-7 weekends
Special Sessions as needed	Low Income community options	Remediation for "banned parkers/riders" that want 2 <sup>nd</sup> chance.	Custom objectives for organization	TBD based on topic and expected participation	TBD based on topic and customized outcomes for group

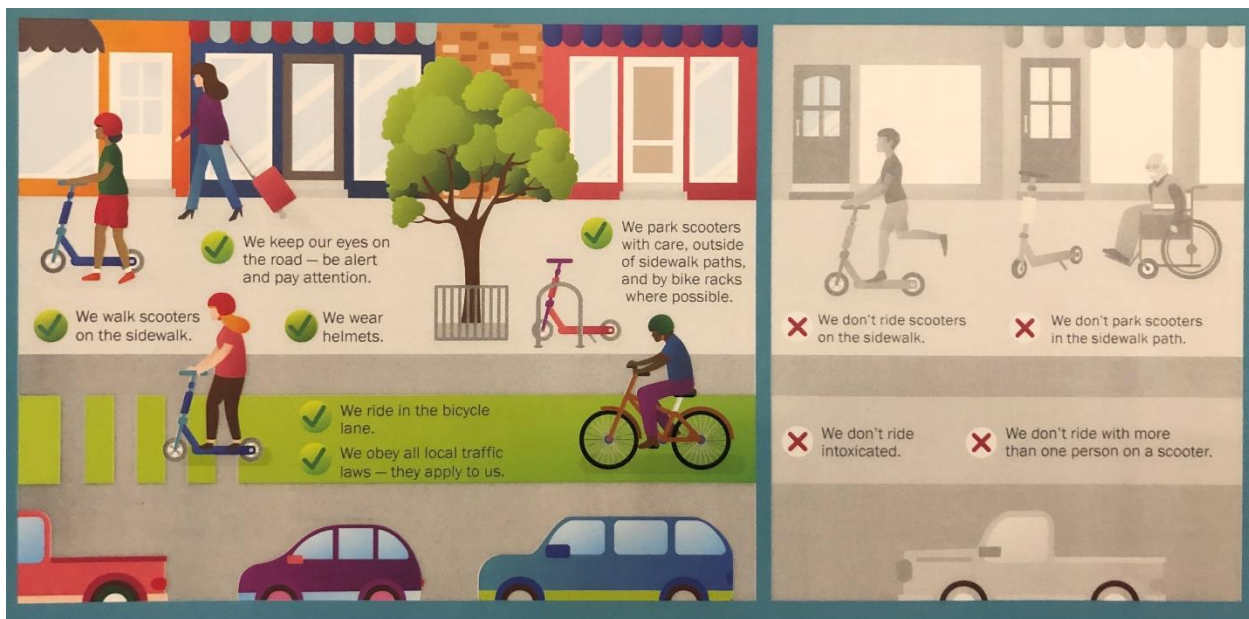
VeoRide takes rider safety very seriously, so we have developed a number of initiatives to educate our customers about proper use of our scooters. In addition to the specific guidelines published in our User Agreement, we highlight safety through pop-up screens in our app and on VeoRide website. VeoRide has an extensive standard safety and education program, plus the capacity to customize for special groups.

VeoRide will actively work with the City of Bloomington to address any concerns around parking, helmet use and roadway safety. We have many customizable options to educate Users and improve compliance, including:

1. **FAQs** about the scooter share program that can be distributed in collaboration with our local partners
2. **Hang Tags** on each scooter
3. **Education Info Stickers** on each scooter indicating no sidewalk riding, Toll-free customer service number, and scooter ID number
4. **In-app notifications** and pop-up messages
5. **Physical signage**
6. Communication through **traditional media and social media**
7. **City-wide** educational events
8. **IU** specific trainings
9. **Customizable programs** for low income and other special interest groups.



VeoRide – Chicago Scooter in Operations with Physical Education



Example: Chicago Scooter Hang Tag

*Social Media Channel:* We leverage paid digital marketing campaigns via different social media channels, e.g., Facebook, Instagram, and Twitter, as well as posts on social channels to educate and encourage people to ride safely with VeoRide.



Printed Materials and Presentations: VeoRide distributes materials such as FAQs and parking and safety information fliers to stakeholder groups.





## VeoRide. FAQ

- **How old do you have to be to ride?**  
 You must be 18 years old to ride the e-scooters.
- **How do I end my ride?**  
 Simply push the end ride button on the handlebar.
- **Where do I park/return my e-scooter?**  
 Park **near** bike racks or other appropriate publicly accessible locations for bike parking, such as the "furniture zones " of sidewalks (i.e., close to the curb).
- **Can I ride an e-scooter outside of the city?**  
 Yes. You may ride a VeoRide e-scooter into other communities, but you need to return the e-scooter to Knoxville to lock it, end the ride, and stop the meter. If you leave the e-scooter in another community, VeoRide may charge you a hefty pick-up fee (currently \$120).
- **What if I have a problem with my VeoRide e-scooter?**  
 Riders can report an issue through the VeoRide app or by calling (855) 836-2256. Have the e-scooter ID number ready, which you can find on the handlebar.
- **What if a VeoRide e-scooter is parked in an area where it's not supposed to be?**  
 Please contact VeoRide at (855) 836-2256 or hello@VeoRide.com to report the problem e-scooter.

**How much does it cost?**  
 E-scooters are \$1 to unlock and then 15¢ per minute.

**How do I find an e-scooter?**  
 Use the VeoRide app to locate an available e-scooter near you. Scan the QR code on the handlebar to unlock it, and you are ready to start your ride!

**ALWAYS BE SAFE**

Helmets are required to ride e-scooters.

Obey traffic signs and signals.

Ride on the right side of the road in the direction of traffic.

**DOs**

Use both hands when riding.

Use hand signals for all turns.

Beware of parked car doors and any other hazards.

**DON'Ts**

Never ride e-scooters on the sidewalk.

Never share a ride with another person.

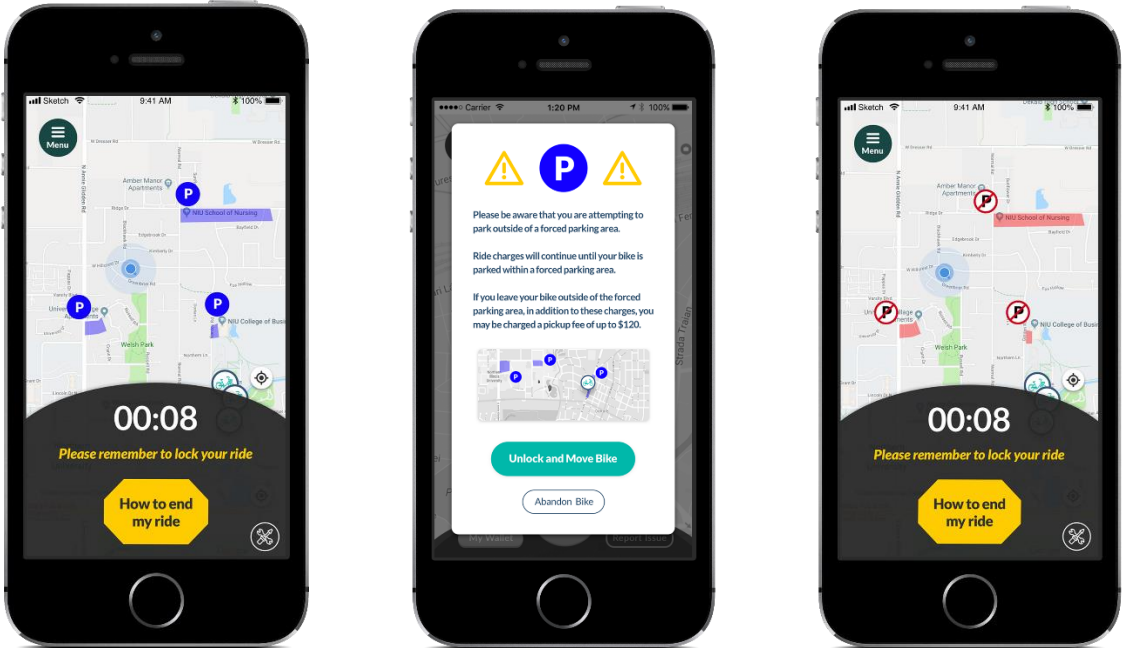
Never forget to report an accident if you have one.

www.veoride.com/knoxville • 1 (855) VEO-2256 • hello@veoride.com

Media Outreach: VeoRide will collaborate with the City to promote the value of the mobility share program and safe operations through media outreach and engagement.

*App and Website:* VeoRide’s app and website contain rider’s education information and instructions for the system. We can also send messages or push notifications to riders in the app to meet the City’s needs.

Materials found in the apps are also made available during training sessions such as how to read the maps, understand icons, and recognizing when moving into a no-ride zone.



Community rides as part of training

## 8. INSURANCE

A compliant certificate of insurance is included as an attachment.

## 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, agree 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)

We understand and will comply with the List of Legal Requirements below per Chapter 15.58 of 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 VeoRide 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 VeoRide scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.
- C. All VeoRide scooters must be equipped with a bell, horn, or other lawful signaling device.
- D. All VeoRide 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 VeoRide 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 will 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. VeoRide 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. VeoRide shall mandate that users take a photograph of their scooter at the conclusion of each ride.
- I. VeoRide will 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. VeoRide 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

### **We understand and agree to the following**

- 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.

 _____	CEO _____
Printed Name	Title
 _____	10/20/2019 _____
Signature	Date

Name of Company

**ATTACHMENT A - SPECIAL EVENT AGREEMENT**

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


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

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

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

Bowen Xie  
\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

10/20/2019  
\_\_\_\_\_  
Date

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

**We plan to bring e-bikes in the spring after the weather is more suitable for them and based on ridership.**

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.

Bowen Xie

CEO

Printed Name

Title



10/20/2019

Signature

Date



## Board of Public Works Staff Report

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**Project/Event:** Krampus Parade and Festival

**Petitioner/Representative:** Kel McBride – Director, Krampus Legend and Arts Workshop

**Staff Representative:** Sean M. Starowitz

**Meeting Date:** November 26, 2019

**Event Date:** December 7, 2019

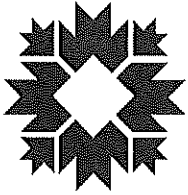
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This request is for street closures and use of Showers Commons for Krampus Parade and Festival on Saturday, December 7, 2019. There will be an outdoor festival in the Showers Commons lot, and a parade on Madison starting at 11<sup>th</sup> Street, continuing to 10<sup>th</sup> Street, turning west on 10<sup>th</sup> Street, and continuing through the CFC Parking Lot into the Showers Commons. The staging area for the parade will be the north/south alley between The Mill and Kiln building off of 10<sup>th</sup> Street. The event will run from 5:00 p.m. until 8:00, with street closings beginning at 3:30 p.m. and clean up completed by 9:00 p.m. The Festival is also working with Bloomington Brewing Company and the Friendly Beast Cider Company.

Attached are maps detailing road closures, waste management plan, and traffic plan.

Krampus will notify and is working with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and has notified residents and businesses in the surrounding area.

**Staff recommends approval of the request.**



CITY OF BLOOMINGTON

# SPECIAL EVENT APPLICATION NORTH ROUTE

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:	Kel McBride		
Contact Phone:		Mobile Phone:	812.322.3754
Title/Position:	Director		
Organization:	Krampus Legend and Arts Workshop		
Address:	904 West 7 <sup>th</sup>		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	kelly.e.mcbride@gmail.com		
Organization E-Mail and URL:	NA		
Org Phone No:	NA	Fax No:	NA

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

Organization Name:	Bloomington Brewing Company		
Address:	514 E Kirkwood		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	Jeff Mease		
Phone Number:	(812)323-8250	Mobile Phone:	
Organization Name:	Friendly Beast Cider Company		
Address:	222 W 2nd St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	contact@friendlybeastscider.com		
Phone Number:	(812) 641 - 5553	Mobile Phone:	

Other food trucks still being confirmed

### 3. Event Information

Type of Event	Parade and Festival	
Date(s) of Event:	Dec, 7, 2019	
Time of Event:	Date: 12/7/19 Start: 5:00pm	Date: 12/7/19 End: 8:00pm
Setup/Teardown time Needed	Date: 12/7/19 Start: 3:30pm	Date: 12/7/19 End: 9:00pm
Calendar Day of Week:	Saturday	
Description of Event:	<p>1:45pm Arrive at Banneker Center  3:30 Showers Commons Closes  4:00 Streets Close  5:00 Bazaar Opens  6:00 Parade Begins  6:30 Parade Ends  8:00 Bazaar Closes  9:00 Showers Commons Opens  10:15 Leave Banneker Center</p> <p>For greater detail please see "Timeline" and "Site Map" (attached)</p>	
Expected Number of Participants:	100 Volunteers 4,000-6,000 Guests	Expected # of vehicles (Use of Parking Spaces to close): No metered spots other than within Showers Commons



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 <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul> (Attached: "2019 Krampus Map North Route")
✓	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Attached "Neighbor Letter 2019 Krampus North Route")
NA	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit
✓	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
Happily	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
✓	Noise Permit application (Attached: "Noise Permit 2019 Krampus North Route")
	Beer & Wine Permit    BBC & Friendly Beast Cider Company will use a craft brewery event permit.
✓	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event. Will submit once issued.
	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security. Was this policy confirmed? With our last conversation with Captain Oldham this is not what we were told.
	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection) Reaching out to vendors now. Will submit list to the Food Sanitarian.
✓	Waste and Recycling Plan if more than 100 participates (Attached: "Waste Recycling Plan 2019 Krampus North Route")

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 We have been unable to find this document 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)
TBD	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		



## 2019 TIMELINE CITY

### LOCATIONS:

**LAIR:** Banneker Community Center, 930 W 7th St

**BAZAAR:** Showers Commons, 401 N. Morton

**STAGING START:** Alley behind The Mill, 642 N Madison

**STAGING END:** South end of the CFC parking lot on the west side of City Hall

### FRIDAY, DECEMBER 6<sup>TH</sup>:

STREET DEPARTMENT: JERSEY BARRIER STAGING

### SATURDAY, DECEMBER 7<sup>TH</sup>

1:45 "LAIR" BANNEER COMMUNITY CENTER OPENS

3:30 SHOWERS COMMONS CLOSES

3:45 BAZAAR KREWE: SET UP BAZAAR

4:00 STREETS CLOSE  
BFD: FINISHED FILLING JERSEY BARRICADES  
BARRICADE KREWE: STAGE PARADE BARRIERS  
TRASH & RECYC KREWE: PLACE BINS

4:30 PARADE KREWE: MEETING  
PRIVATE SECURITY: SHIFTS BEGIN  
BARRICADE KREWE: PLACE PARADE BARRIERS (IN THE STREET)

5:00 BAZAAR OPENS

5:45 PARADE KREWE: TRANSIT TO STAGING AREA (KRAMPUS LAST)

6:00 PARADE BEGINS

6:30 PARADE ENDS  
BARRICADE KREWE: LOAD UP BARRIERS & DROP OFF, MEET AT ??

7:00 STREET OPENINGS (TBD)

7:15 PARADE KREWE: TRANSIT TO LAIR

7:45 RAMPAGE KREWE: TRANSIT TO RAMPAGE (BIG RED/VON LEE)  
TRASH KREWE: PICK UP BINS

8:00 BAZAAR CLOSES  
RAMPAGE  
BAZAAR KREWE: TEAR DOWN BAZAAR

9:00 SHOWERS COMMONS OPENS  
RAMPAGE KREWE: TRANSIT BACK TO LAIR

9:15 PRIVATE SECURITY SHIFTS END

10:15 "LAIR" BANNEKER COMMUNITY CENTER CLOSES

**SUNDAY, DECEMBER 8th**

**2:00** POWER BARRICADE KREWE: PICK UP ALL REMAINING BARRIERS  
POWER WALK THRU KREWE: DETAILED CLEAN UP REMAINING TRASH  
POWER SIGN KREWE: REMOVE "NO PARKING" & YARD SIGNS IN TOWN





**City of Bloomington**  
**PARADE PERMIT APPLICATION**

The purpose of this application is to promote and protect the safety of both the general public and parade participants.

Organization name and mailing address: Krampus Legend and Arts Workshop  
904 W 7<sup>th</sup> St, Blgtn, IN 47404

Contact person and phone number: Kel McBride  
812.322.3754

Information regarding proposed parade:

Date: Dec 7<sup>th</sup>, 2019

Time of commencement: Parade begins at 6pm, full event is 5-8p

Expected duration: 30 min

Proposed route of Parade: Begins: Just south of W 11<sup>th</sup> St on Madison St.  
South down Madison St toward 10<sup>th</sup> St.  
Turns right onto 10<sup>th</sup> St, heading west  
Turns left into CFC parking lot, heading south  
Ends: at Showers Commons

(Attached: "Site Map 2019 Krampus North Route")

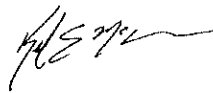
Expected number of participants: 50

Make-up of the parade: Actors, one truck

Traffic control shall be supplied by Jersey Barricades and Type III Barricades

Event security will be supplied by Grahams Security

Signature of Person requesting Permit





Permit Granted \_\_\_\_\_ Permit Denied \_\_\_\_\_

\_\_\_\_\_  
Chief of Police, Bloomington, Indiana      Date

**Action taken by Police Department:**

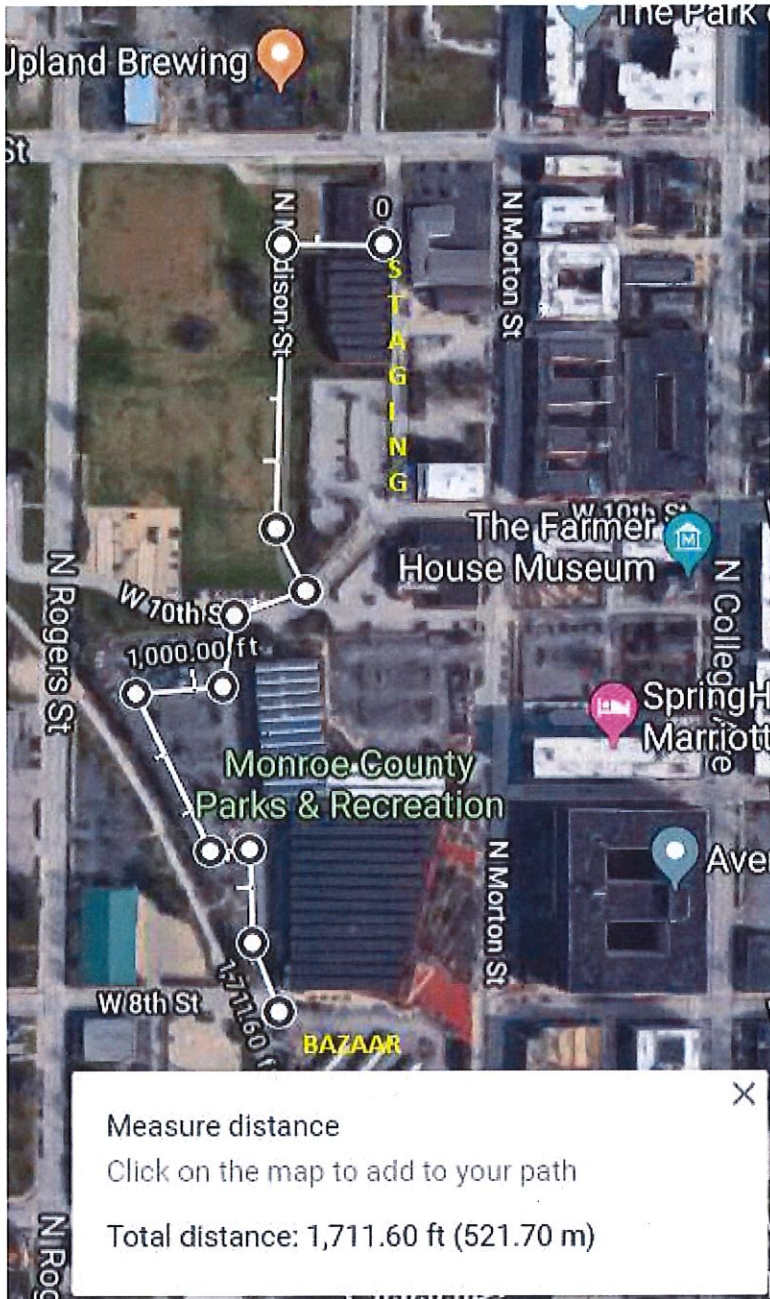
The permit is granted \_\_\_\_\_, with the following conditions:

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

The permit is denied \_\_\_\_\_

For the following reasons:

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





**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019 – 104**

**KRAMPUS PARADE AND FESTIVAL**

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

**WHEREAS**, Kel McBride, Director of Krampus Legend and Arts Workshop, hereafter “Krampus” would like to have the City close the following City streets: Madison Street from 11th Street to 10<sup>th</sup> Street, 10<sup>th</sup> Street east of the City’s north surface parking lot to just west of the north/south alley, 8<sup>th</sup> Street from the B-line to Morton Street, and Showers Commons from 3:30 p.m. until 9:00 p.m. on Saturday, December 7, 2019, in order to conduct a Special Event: Krampus Parade and Festival.

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

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

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

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct Krampus Parade: Madison Street from 11th Street to 10<sup>th</sup> Street, 10<sup>th</sup> Street east of the City’s north surface parking lot to just west of the north/south alley, 8<sup>th</sup> Street from the B-line to Morton Street and Showers Commons as indicated on the attached Krampus Map.
2. Krampus shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Krampus shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Krampus shall obtain, and place at Krampus’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Krampus shall not close the streets until 3:30 p.m. on Saturday, December 7, 2019 and shall remove barricades and signage by 9:00 p.m. on Saturday, December 7, 2019. The Event will run from 5:00 p.m. until 8:00 p.m.
4. Krampus shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. Krampus shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 8pm on Saturday.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of Krampus.
8. Krampus shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Krampus shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Krampus, a copy of which Krampus agrees to submit to the City at least thirty (30) days prior to the beginning of the Krampus.
10. In the event Krampus allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
  - a. Shall obtain a permit from the Monroe County Health Department;
  - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
  - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
  - d. Shall not use any public electrical outlet;
  - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
  - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
  - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
  - h. Shall contain an approved grease interceptor or grease trap;
  - i. If a generator is utilized, the generators shall not exceed 70dBa;



- j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

11. Krampus, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

12. \_\_\_\_\_, a duly authorized representative of Krampus, represents that he/she is fully empowered by proper action of Krampus to bind Krampus to the terms and conditions set forth in this Resolution and does so bind Krampus by his/her signature set forth below.

ADOPTED THIS 26<sup>th</sup> DAY OF NOVEMBER, 2019.

BOARD OF PUBLIC WORKS:

Kel McBride, KRAMPUS

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Title



## Board of Public Works Staff Report

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**Project/Event:** Temporary Public Art Project – Right of Way

**Petitioner/Representative:** Lucas Brown and ESD –

**Staff Representative:** Sean M. Starowitz

**Meeting Date:** November 26, 2019

---

Lucas Brown is an artist, architect, and also a teacher of a course entitled Comprehensive Design and Public Art at Indiana University. This is a collaboration between Lucas Brown and his students, alongside the BEAD, and the BAC to encourage a temporary public art project. The installation will be located at the 4th and Washington site (former transit turnaround) for one year. The artwork reflects on issues of climate resilience, comprehensive design, and site activation.

The public art masterplan administered by the Bloomington Arts Commission wants to ensure public art reflects and reinforces Bloomington’s unique sense of place and to incorporate works of public art and performances in high-traffic transportation corridors and pedestrian areas.

**Staff recommends approval of the request.**



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019 – 105**

**Temporary Encroachment with Public Art Installation**

**WHEREAS**, the public art masterplan administered by the Bloomington Arts Commission (hereinafter “BAC”) wants to ensure public art reflects and reinforces Bloomington’s unique sense of place and to incorporate works of public art and performances in high-traffic transportation corridors and pedestrian areas; and

**WHEREAS**, Lucas Brown, an artist and also a teacher of a course entitled Comprehensive Design and Public Art at Indiana University (hereinafter “Brownsmith Studios”) represents and acts on behalf of Indiana University regarding this temporary public art installation; and

**WHEREAS**, the City welcomes partnerships for temporary public art installations and collaborations with Indiana University; and

**WHEREAS**, the BAC determined that the existing right of way of the corner of 4<sup>th</sup> Street and Washington Street, owned by the City of Bloomington (“City”), would be an ideal location for a temporary public art installation; and

**WHEREAS**, the City desires to encourage public art at this right of way; and

**WHEREAS**, a temporary public art installation is proposed to be built at this location as depicted in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the proposed temporary public art installation and the existing structures do not prohibit or inhibit pedestrian traffic along the right of way; and

**WHEREAS**, the proposed temporary public art installation may remain at this location until December 31, 2020, with a possible extension if both parties desire the art to remain at this location and agree upon a later removal date; and

**WHEREAS**, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

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

That the City approves this partnership with Brownsmith Studios and will allow a temporary encroachment for this public art installation upon public right of way provided that:

1. Brownsmith Studios agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney's fees, that may arise as a result of Brownsmith Studios' use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of Brownsmith Studios or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Brownsmith Studios or its agents, subcontractors, employees or successor(s), Brownsmith Studios or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.
2. Brownsmith Studios agrees that no structural encroachments may be made onto the right of way without first obtaining the Board of Public Works' approval for the encroachment.
3. Brownsmith Studios agrees to maintain the described encroachment and to keep it safe and attractive.
4. Brownsmith Studios acknowledges that the Board may alter the terms and conditions of this Resolution to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
5. If at any time it is determined that the right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvement interferes with the planned public improvements, the City shall provide notice to Brownsmith Studios for removal of the encroachments. The City shall provide said notice to Brownsmith Studios as far in advance as possible of the date the City requires access to the right of way.
6. Notice shall be given by the City to Brownsmith Studios by United States Certified Mail.
7. Upon receipt of said notice and prior to the date set forth in the notice, the Brownsmith Studios or its successor(s) shall remove the encroachment described herein. This removal shall be performed at the Brownsmith Studios's expense and without compensation by the City.



8. This Resolution is not intended to relieve Brownsmith Studios or its successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply at this location.

9. By executing this Resolution on behalf of the Brownsmith Studios for the temporary public art installation, Lucas Brown represents and certifies that he has been fully empowered to execute this Resolution on behalf of Brownsmith Studios and that all necessary corporate action for the execution of this Resolution has been taken and done.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Brownsmith Studios; and (c) the recording of this Resolution in the Recorder's Office of Monroe County, which must include the Recorder's file information.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS**

**LUCAS BROWN  
ARTIST**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Lucas Brown, Artist

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

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

By: \_\_\_\_\_  
Dana Palazzo, Secretary

Date:     November 26, 2019

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, members of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

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

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

Commission #: \_\_\_\_\_



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

Before me, a Notary Public in and for said County and State, personally appeared Lucas Brown, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed on behalf of Brownsmith Studios.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

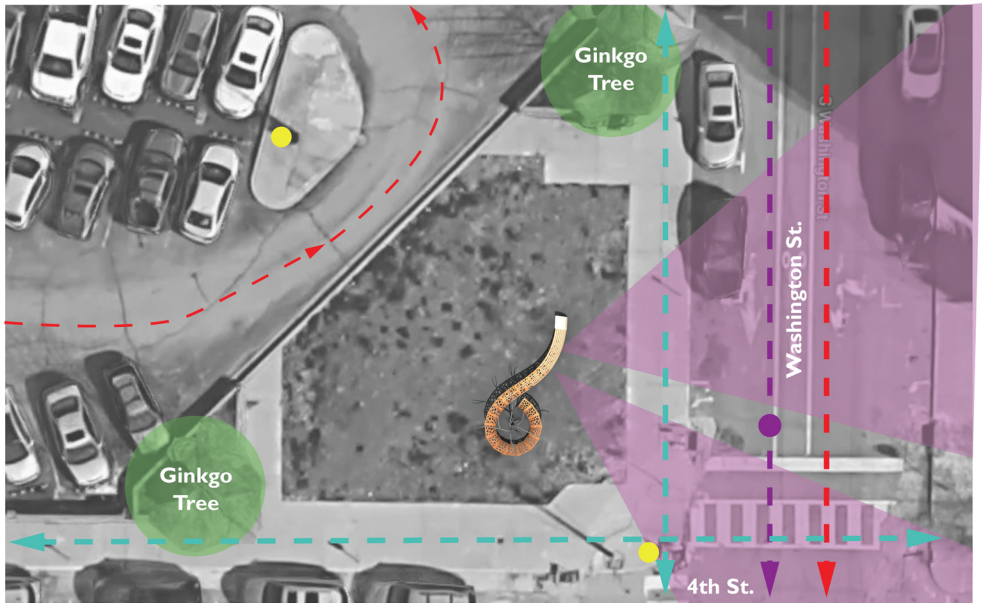
Resident of \_\_\_\_\_ County

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

Commission #: \_\_\_\_\_

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100, Bloomington, Indiana.



Ginkgo Tree

Ginkgo Tree

Washington St.

4th St.













## Board of Public Works Staff Report

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**Project/Event:** Amendment #1 to BPW Resolution 2019-98: Request to extend use of Public Right-Of-Way for Placement of Dumpster at 201 S College Ave. by Strauser Construction Co., Inc.

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

**Staff Representative:** Sara Gomez, Public Improvements Manager

**Date:** 11/26/2019

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**Report:** Strauser Construction Co., Inc. is requesting permission to extend the use of the right-of-way on the southeast side of College Ave. and W 4<sup>th</sup> St. to place 2 POD storage containers. Strauser Construction Co., Inc. is installing an elevator on the interior of Serendipity and needs the PODs to store the elevator pieces during installation. The extension is being requested due to various issues including a delay in receiving some materials associated with the elevator. The extension request is for the dates November 27<sup>th</sup>, 2019 to December 31<sup>st</sup>, 2019.

---

**Recommendation and Supporting Justification:** A revised 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 Sara Gomez



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 AVENUE Number of spaces: (1) ONE

Nature of request: PARKING METER CLOSURE 2 weeks? [X] Yes [ ] No 11/27/2019 - 12/31/2019

Downtown Meters Spaces Numbers(s): COLS 201 - 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: 11/19/2019

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



November 19, 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 requesting an extension of time for storage container placement and to continue the shut down (1) metered parking space at 201 S. College. Currently the elevator installation being performed by Schindler Elevator has had unexpected delays associated with integration into existing construction, material delivery issues and other unforeseen conditions which is now requiring additional time for elevator install. This lengthened need for storage areas is due to some material associated with elevator install now not arriving until December that was unplanned.

To accommodate this later delivery, Strauser Construction Co., Inc. is requesting the continued closure of one metered parking spot directly west of the 201 S. College building. This parking spot will be utilized for (2) 20' storage containers set back to back along the curb that will hold the elevator equipment as deliveries arrive and until it's moved inside for installation. The (2) 20' storage containers take up the amount of space illustrated in the attached diagram and only (1) metered parking space.

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 November 27, 2019 and December 31, 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. 3<sup>rd</sup> Street  
Bloomington, IN 47401

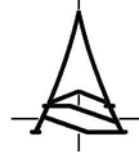




**STORAGE  
CONTAINER**

**201 S. College Avenue**

**ELEVATOR**



**PROPOSED  
201 SOUTH COLLEGE EXPANSION**

201 SOUTH COLLEGE AVENUE  
BLOOMINGTON, INDIANA 47404



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
AMENDMENT #1 TO  
RESOLUTION 2019-98**

**PARKING SPACE RESERVATION AT SOUTHEAST CORNER OF  
201 S COLLEGE AVE AND W 4<sup>TH</sup> 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 **two (2) storage containers onto one (1) metered parking space**; and

WHEREAS, Strauser, has agreed to pay the City the sum of **\$550.00 no less than twenty-four (24) hours prior to the beginning date of the extension** regarding the placement of the POD storage containers onto the one (1) metered parking space identified below.

**This first Amendment extends the date of completion, which was originally set for November 8, 2019. This amendment appears in bold type. All terms of the original resolution remain in full force and effect.**

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

- I. The City of Bloomington Board of Public Works agrees that the parking area adjacent to the following parking meter may be utilized to place 2 storage structures from **Wednesday, November 27, 2019, until Tuesday, December 31, 2019**: COLS20 1-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 **December 31st, 2019**, Strauser, shall incur and agrees to pay meter fees of Twenty Dollars (\$20.00) per day for each working day after **December 31st, 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 26<sup>th</sup> DAY OF NOVEMBER, 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:** Award Contract for Arlington Road and Bloomfield Road Paving Project

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

**Staff Representative:** Roy Aten

**Date:** November 26th, 2019

---

**Report:** On Wednesday November 20<sup>th</sup>, 2019, at a public meeting in the McCloskey Conference Room, City Staff opened bid submittals for the Arlington Road and Bloomfield Road Paving Project. This Project will include milling and repaving both North Arlington Road from West 17<sup>th</sup> Street to the I69 overpass, and West Bloomfield Road from South Adams Street to South Basswood Drive.

Bidders for the project were asked to submit one total bid broken down by road segment. Two bidders responded to the invitation with the following bids.

	E&B Paving, Inc.	Milestone Contractors, LP
Arlington Base Bid	\$236,660.54	\$265,076.40
Bloomfield Base Bid	\$345,831.88	\$345,868.40
<b>Total Bid</b>	<b>\$582,492.42</b>	<b>\$610,944.80</b>

All bids were below the construction estimate of \$649,252.33 with E&B Paving, Inc. being the most responsive and responsible bidder with a total bid of \$582,492.42.

Funding for this project will be in part from a Community Crossing Matching Grant award of \$300,388.60.

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**Recommendation and Supporting Justification:** City Staff has reviewed the bids and is recommending awarding the Arlington Road and Bloomfield Road Paving Project to E&B Paving, Inc.

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

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E & B PAVING, INC.

FOR

**Bloomfield Road, Arlington Road Paving**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and E & B Paving, Inc. (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the milling of the existing asphalt surface 1.5", applying tack, resurfacing with 1.5" HMA Type B surface, and replacing all pavement markings on West Bloomfield Road, from South Patterson Drive to South Basswood Drive, and North Arlington Road, from West 17th Street to the I69 overpass** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

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

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or



hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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



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

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

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

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

### **5.03 Successors and Assigns**

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

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

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

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

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

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

### **5.05 Insurance**

#### **5.05.01**

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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



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

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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 or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

#### **5.12 Performance Bond and Payment Bond**

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

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

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

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



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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Roy Aten, Senior Project Manager		
401 N. Morton St., Suite 130		
Bloomington, Indiana 47404		

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

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

**5.17** **Steel or Foundry Products**

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

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

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

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

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

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

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

**5.18** **Verification of Employees’ Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors

verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

**5.19 Drug Testing Plan**

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

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

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

City of Bloomington  
Bloomington Board of Public Works

BY:

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

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

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

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

BY:

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

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

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



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**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

**Bloomfield Road, Arlington Road Paving**

This project shall include, but is not limited to, the milling of the existing asphalt surface 1.5", applying tack, resurfacing with 1.5" HMA Type B surface, and replacing all pavement markings on West Bloomfield Road, from South Patterson Drive to South Basswood Drive, and North Arlington Road, from West 17<sup>th</sup> Street to the I69 overpass.

**ATTACHMENT 'B'**

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

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

**AFFIDAVIT**

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

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





**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-Verify AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

Commission #: \_\_\_\_\_

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







ATTACHMENT 'E'

Project Title : ARLINGTON ROAD PAVING

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	Extension
A 001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$1,800.00	\$1,800.00
A 002	109-08359	LIQUIDATED DAMAGES	1	LS	\$1.00	\$1.00
A 003	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$11,000.00	\$11,000.00
A 004	306-08034	MILLING, ASPHALT, 1 1/2 IN.	24646	SYS	\$1.75	\$43,130.50
A 005	401-10258	JOINT ADHESIVE, SURFACE	16976	LFT	\$0.25	\$4,244.00
A 006	401-07321	HMA, 2, 64, SURFACE, 9.5mm (TYPE B)	2034	TON	\$69.50	\$141,363.00
A 007	406-05521	ASPHALT FOR TACK COAT	24646	SYS	\$0.20	\$4,929.20
A 008	720-44000	CASTING, ADJUST TO GRADE, MANHOLE AND INLETS	2	EACH	\$800.00	\$1,600.00
A 009	720-94840	CASTING, VALVE, ADJUST TO GRADE	14	EACH	\$90.00	\$1,260.00
A 010	801-06775	MAINTAINING TRAFFIC	1	LS	\$8,000.00	\$8,000.00
A 011	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	10133	LFT	\$0.50	\$5,066.50
A 012	808-09381	RETRO-REFLECTIVITY TESTING	1	LUMP	\$2,600.00	\$2,600.00
A 013	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	9962	LFT	\$0.57	\$5,678.34
A 014	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	20	LFT	\$6.90	\$138.00
A 015	808-75998	SNOWPLOWABL RAISED PAVEMENT MARKER	90	EACH	\$65.00	\$5,850.00

**TOTAL ARLINGTON BASE BID (A001 thru A015):** \$236,660.54

CONTINUED TO NEXT PAGE





Project Title : BLOOMFIELD ROAD PAVING

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
B 001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$2,800.00	\$2,800.00
B 002	109-08359	LIQUIDATED DAMAGES	1	LS	\$1.00	\$1.00
B 003	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$16,000.00	\$16,000.00
B 004	306-08034	MILLING, ASPHALT, 1 1/2 IN.	28895	SYS	\$2.20	\$63,569.00
B 005	401-10258	JOINT ADHESIVE, SURFACE	17738	LFT	\$0.25	\$4,434.50
B 006	401-07321	HMA, 2, 64, SURFACE, 9.5mm (TYPE B)	2503	TON	\$75.00	\$187,725.00
B 007	406-05521	ASPHALT FOR TACK COAT	28895	SYS	\$0.20	\$5,779.00
B 008	720-44000	CASTING, ADJUST TO GRADE, MANHOLE AND INLETS	16	EACH	\$800.00	\$12,800.00
B 009	720-94840	CASTING, VALVE, ADJUST TO GRADE	12	EACH	\$90.00	\$1,080.00
B 010	801-06775	MAINTAINING TRAFFIC	1	LS	\$17,500.00	\$17,500.00
B 011	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	770	LFT	\$2.50	\$1,925.00
B 012	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	810	LFT	\$5.50	\$4,455.00
B 013	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	240	LFT	\$6.90	\$1,656.00
B 014	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	938	LFT	\$1.25	\$1,172.50
B 015	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	8690	LFT	\$0.52	\$4,518.80
B 016	808-09381	RETRO-REFLECTIVITY TESTING	1	LUMP	\$2,600.00	\$2,600.00
B 016	808-75240	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.	3355	LFT	\$0.57	\$1,912.35
B 017	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	7869	LFT	\$0.57	\$4,485.33
B 018	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	136	LFT	\$6.90	\$938.40
B 019	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	27	EACH	\$135.00	\$3,645.00
B 020	808-75325	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, (ONLY)	8	EACH	\$180.00	\$1,440.00
B 021	808-75998	SNOWPLOWABL RAISED PAVEMENT MARKER	83	EACH	\$65.00	\$5,395.00

**TOTAL BLOOMFIELD BASE BID (B001 thru B021):** \$345,831.88

Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.



## Board of Public Works Staff Report

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**Project/Event:** Approve Memorandum of Understanding with CBU for partial funding of the Bridge and small Culvert Inspection Agreement

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

**Staff Representative:** Roy Aten

**Date:** November 26th, 2019

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**Report:** On November 26<sup>th</sup>, 2019 the Board considered the approval of a Consultant Agreement with Beam, Longest and Neff, L.L.C. for the inspection of pedestrian bridges and small culverts within the City's Cooperate limits. A total of ten small culverts that are to be inspected in that agreement are under the maintenance responsibility of the City's Utility Department. The total cost of the agreement is set at \$36,900.00, of which a portion of \$19,145.82 will be paid through the City of Bloomington's Utility Department.

This MOU between the Board of Public Works and the Utility Services Board outlines the conditions of that funding.

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**Recommendation and Supporting Justification:** City Staff has reviewed the MOU and is recommending approval.

Recommend  Approval  Denial by: *Roy Aten*



**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF BLOOMINGTON UTILITIES AND  
CITY OF BLOOMINGTON PLANNING & TRANSPORTATION  
DEPARTMENT  
FOR PAYMENT OF COSTS FOR  
PEDESTRIAN BRIDGE AND SMALL STRUCTURE INSPECTIONS**

**WHEREAS**, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Planning and Transportation Department (“Planning & Transportation”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 8-1.5-3-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and,

**WHEREAS**, Planning & Transportation is engaged in the inspection of bridges, pedestrian bridges, and large culverts within the incorporated limits of the City (“Project”); and,

**WHEREAS**, the BPW is entering into an Agreement for Consulting Services with Beam, Longest and Neff, L.L.C (“Consultant”) to perform inspections for the Project; and

**WHEREAS**, the Project includes the inspection of ten large culverts (bridges) that are currently maintained by CBU (the “CBU maintained structures”) which inspections are currently estimated at a cost not to exceed \$19,145.82; and

**WHEREAS**, CBU wishes to have Consultant inspect the CBU maintained structures and agrees to be responsible for 100% of the total inspection costs to be paid to Consultant pursuant to the Agreement for small structure inspections in an amount not to exceed \$19,145.82.

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

1. Small Structure Inspections: CBU shall be responsible for 100% of the total inspection costs associated with the inspections of the Small Structures of the Agreement for Consulting Services with Consultant. A copy of the Agreement is attached hereto, marked as Exhibit “A”, and by this reference incorporated herein as though fully set forth.
2. Access to Land: CBU shall work with the BPW and the Consultant to guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform the services under the Agreement.
3. Coordination with Consultant: CBU shall provide access, at no expense to the Consultant, to Board’s officers and/or staff, to all available information pertinent to the Project and to the use of such information as appropriate in the accomplishment of the Services.







## Board of Public Works Staff Report

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**Project/Event:** Approve Engineering Contract with Beam Longest and Neff, L.L.C. for Pedestrian Bridge and Small Structure Inspections.

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

**Staff Representative:** Roy Aten

**Date:** November 26th, 2019

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**Report:** This project will conduct structural inspections on a portion of the existing bridges and large culverts that are located within the City's corporate limits. Beam Longest and Neff was selected for this contract due to their extensive experience in conducting this type of work throughout the State. Phase IA of this project will concentrate on gathering information on 24 bridges that are the maintenance responsibility of the State and County. Phase 1B will be new inspections on 6 pedestrian bridges that are maintained by Public Works, and 10 large culverts that are maintained by City Utilities.

Compensation for the agreement is set at a not to exceed amount of \$36,900.00. A portion in the amount of \$19,145.82 of this agreement will be paid by the City of Bloomington Utilities Department.

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**Recommendation and Supporting Justification:** City Staff has reviewed this agreement and is recommending that the Board approve the Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and small Structure Inspections.

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

**PROJECT NAME: Pedestrian Bridge and Small Structure Inspections**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Beam, Longest and Neff, L.L.C., (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to inspect ten (10) small structures and six (6) pedestrian bridges; and

WHEREAS, the Consultant has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the inspection of small structures and bridges, preparation of reports, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

**Article 1. Scope of Services:** Consultant shall provide pedestrian bridge and small structure inspections. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the



Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

**Article 2. Standard of Care:** Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

**Article 3. Responsibilities of the Board:** The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

**A. Information/Reports**

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation (“Kopper”), to serve as the Board’s representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

**C. Decisions**

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the portion of the project identified as Pedestrian

Bridge and Small Structure Inspections, the total compensation paid, including fees and expenses, shall not exceed the amount of **Thirty-Six Thousand Nine Hundred Dollars (\$36,900.00)**. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Attachment B-1 must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

**1. Timing and Format for Billing:**

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

**2. Billing Records:**

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by



reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

**Article 8. Identity of Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Cost Estimates:** All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does

not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Documents:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall 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") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:



- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When



appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington  
Planning and Transportation Dept.  
Attn: Craig Shonkwiler  
401 N. Morton Street, Suite 130  
Bloomington, Indiana 47404

Consultant:

Beam, Longest and Neff, L.L.C.  
Attn: Mike McCool  
8320 Craig Street  
Indianapolis, IN 46062

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

**Article 24. Intent to be Bound:** The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

**Article 26. Verification of New Employee' Employment Status:** Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

**Article 27. No Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington  
Board of Public Works

Beam, Longest and Neff, L.L.C.

By: \_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
James B. Longest, P.E.  
President

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

By: \_\_\_\_\_  
Dana Palazzo, Secretary

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

**EXHIBIT A**  
**SCOPE OF WORK**

1. Pedestrian Bridge and Small Structure Inspections
  - 1.1 Qualifications of inspection personnel shall comply with the National Bridge Inspection Standards (NBIS). The title page of each copy of the report shall include the signature and seal of the Professional Engineer in charge of the inspection.
  - 1.2 The Small Structure inspections shall be done in accordance with the “National Bridge Inspection Standards” (NBIS), the current “AASHTO Manual for Maintenance Inspection of Bridges,” and the “FHWA Culvert Inspection Manual.”
  - 1.3 Bridges within the City limits but inspected by others will be verified and Bridge Inspection Reports will be collected and submitted to the city (Phase 1A).
  - 1.4 The following items shall be incorporated into the Small Structure Report (Phase 1B).
    - 1.4.1 Structure Inventory and Appraisal (SI&A) report for individual structures.
    - 1.4.2 Legible current color photographs of the structure alignment, elevation and areas showing deficiencies.
    - 1.4.3 Individual listings of structures/culverts that must be closed, posted, and have posting corrections, or have posting signs removed.
    - 1.4.4 Schedule of safety improvements needed.
    - 1.4.5 Schedule of maintenance items needed.
    - 1.4.6 A numerical listing of each structure will be included in the front of the report.
    - 1.4.7 Coordinates of bridge locations based on a Global Positioning System (GPS) for GIS integration. The coordinates shall be located at the approximate center of the structure.
    - 1.4.8 Sufficiency Ratings for each structure will be calculated and reported on the SI&A sheet for each structure.
  - 1.5 The Pedestrian Bridge Inspections will be the result of visual observations and data obtained during field inspections. The conclusions of the report will be based on relatively evident deficiencies. The bridges will only be load rated if condition ratings of a 5 or less result from the field inspection. Bridges over a waterway will have a scour screening and assessment performed. If a load rating analysis or scour analysis needs performed the contract may be supplemented.
  - 1.6 The following items shall be incorporated into the Pedestrian Bridge Inspection Report (Phase 1B).
    - 1.6.1 Structure Inventory and Appraisal (SI&A) report for individual structures.
    - 1.6.2 Legible current color photographs of the structure alignment, elevation and areas showing deficiencies.



- 1.6.3 Individual listings of structures that must be closed, posted, and have posting corrections, or have posting signs removed.
- 1.6.4 Schedule of safety improvements needed.
- 1.6.5 Schedule of maintenance items needed.
- 1.6.6 A numerical listing of each structure will be included in the front of the report.
- 1.6.7 Coordinates of bridge locations based on a Global Positioning System (GPS) for GIS integration. The coordinates shall be located at the approximate center of the structure.
- 1.6.8 Sufficiency Ratings for each structure will be calculated and reported on the SI&A sheet for each structure.
- 1.7 The Board shall guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform the Services under the Agreement.
- 1.8 The Board shall provide all legal services as may be required for the development of the Project.
- 1.9 The Board shall provide access, at no expense to the Consultant, to Board's officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.

**EXHIBIT B  
COMPENSATION**

This project is to be completed and invoiced using an hourly basis by classification, as set forth in Attachment B-1, which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit as shown below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Attachment B-1. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

**PEDESTRIAN BRIDGE AND SMALL STRUCTURE INSPECTIONS**

Phase IA.....	\$2,200.00
Phase IB.....	\$34,700.00
<b>Total Lump Sum</b>	<b>\$36,900.00</b>



**ATTACHMENT B-1**

**Classifications and Billing Rates**

**Year 2019/2020**

<u>Classification</u>	<u>Hourly Rate</u>
Department Manager	\$225.86
Project Manager	202.08
Project Engineer	143.68
CAD Technician	105.46

The Hourly Rates are subject to revision in July of each year.

**EXHIBIT C  
PROJECT SCHEDULE**

	<b>STRUCTURE INSPECTIONS</b>	
<b>MILESTONES</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>
Notice to Proceed		
Phase IA and IB	2 months from NTP	



**EXHIBIT D  
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

**Position / Responsibility**

**Name**

Bridge Department Manager

Mike McCool, PE

Project Manager

Sarah Allen, PE

Project Manager

Adam Clauss, PE

**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

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

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

1. The undersigned is the President of Beam, Longest and Neff, LLC
2. The company named herein that employs the undersigned:
  - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
  - 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
James B. Longest, P.E.  
President

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  
\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_ Commission Number: \_\_\_\_\_



**EXHIBIT F  
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\_\_\_\_\_.

Beam, Longest and Neff, LLC  
(Name of Organization)

By: \_\_\_\_\_  
James B. Longest, P.E.  
President

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

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

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

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_ Commission Number: \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Approve Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Funding for the E. Rogers Road Multiuse Path Project

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

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 11/26/2019

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**Report:** As a part of the Rogers Road Multiuse Path project, the City of Bloomington Utilities Department (CBU) would like to replace a water main and install additional stormwater infrastructure beyond what is necessitated by the project. This MOU outlines the funding requirements for these improvements. Construction will occur in 2020.

---

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Funding for the Rogers Road Multiuse Path Project.

**Recommend**  **Approval**  **Denial by** Neil Kopper

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF BLOOMINGTON UTILITIES  
AND CITY OF BLOOMINGTON PLANNING & TRANSPORTATION  
FOR PAYMENT OF COSTS TO INSTALL  
WATER AND STORMWATER UTILITIES ON E. ROGERS ROAD  
AT THE JACKSON CREEK BRIDGE**

**WHEREAS**, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Planning and Transportation Department (“P&T”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Sections 8-1.5-3-3 and 36-9-23, has established the City of Bloomington Water Works and Stormwater Utilities (“CBU”) which act by and through its Utilities Service Board (“USB”); and

**WHEREAS**, P&T is engaged in the design and construction of certain improvements on East Rogers Road between South High Street and The Stands Drive, as part of a project to install a multiuse path (the “Project”) that is partially funded by federal Surface Transportation Program from the Federal Highway Administration (“FHWA”), and P&T is the Local Public Agency (“LPA”) for the Project; and

**WHEREAS**, CBU has plans to move and replace existing CBU-owned water works infrastructure from the intersection of E. Rogers Road and Winding Brook Court and running approximately 680 feet west on E. Rogers Road; and

**WHEREAS**, CBU also has plans to add new CBU-owned storm water infrastructure from the intersection of E. Rogers Road and The Stands Drive and running approximately 210 feet east on E. Rogers Road; and

**WHEREAS**, it is advantageous to all parties for CBU to install said new water works and storm water infrastructure as part of P&T’s Project; and

**WHEREAS**, CBU will be responsible for 100% of the cost (less the credit described below) of moving and replacing existing water works infrastructure and installing new storm water infrastructure as described herein; and

**WHEREAS**, as part of previously executed Transportation Improvement Program (“TIP”) amendment to increase the level of federal funding for this project by \$79,053.00, P&T and CBU agreed that half of the funding increase, equaling \$39,526.50, would be used for the costs of CBU’s water works infrastructure; and

**WHEREAS**, the Indiana Department of Transportation (“INDOT”) will solicit bids, award the contract, supervise the construction of the project, and act as liaison agent between the P&T and the FHWA; and

**WHEREAS**, once bids are received and a contract is awarded INDOT will invoice P&T for the utility installation costs for the project because P&T is the LPA for the project, and these



amounts must be paid in full to INDOT prior to INDOT's issuance of a notice to proceed on the project; and

**WHEREAS**, CBU shall pay the new water and storm water installation costs by means of a check payable to INDOT. P&T shall tender to INDOT both CBU's check and P&T's check for each of their respective share of the construction costs. Payments need to be promptly processed per INDOT's standard specifications to maintain the project's scheduled completion date.

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

1. The estimated cost of installing CBU's new water works infrastructure is \$152,545.31; however, CBU will be responsible for 100% of the cost of the actual work paid by INDOT to the Contractor pursuant to the contract and any addenda to the contract for CBU's new water installation work.
2. The estimated cost of installing CBU's new storm water infrastructure is \$28,291.28; however, CBU will be responsible for 100% of the cost of the actual work paid by INDOT to the Contractor pursuant to the contract and any addenda to the contract for CBU's new water installation work.
3. A credit of \$39,526.50 shall be applied to the total cost to be paid by CBU for installation of new CBU water works and storm water infrastructure.
4. P&T will keep CBU apprised of the bidding process and inform CBU of the amount included by the successful bidder which is attributable to the cost of CBU utility installation work.
5. CBU will promptly process payment of 100% of the amount included by the successful bidder for CBU's new water installation work. P&T shall receive the payment from CBU and include that payment together with the payment P&T makes to INDOT.
6. This *Memorandum of Understanding* may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Memorandum.





# Board of Public Works Staff Report

**Project/Event:** Contract Amendment 1 for Preliminary Engineering with Strand Associates, Inc. for the Crosswalk Improvements Project

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

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 11/26/2019

**Report:** This project will improve crosswalks at numerous locations throughout the City. The project is programmed in the MPO TIP for construction (\$410,000 in federal funds) and construction engineering (\$60,684 in federal funds). No right of way acquisition is anticipated. Construction is expected in 2021.

Strand Associates, Inc. is currently under contract only for preliminary scoping and cost estimates to help decide the number and location of crosswalks to be improved within the project. This contract amendment will add final design and other services necessary to complete preliminary engineering for the project. The total contract amount increases by \$100,800 from the current amount of \$17,700 to a new not to exceed amount of \$118,500.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Contract Amendment 1 for Preliminary Engineering with Strand Associates, Inc. for the Crosswalk Improvements Project.

**Recommend**  **Approval**  **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Future	2020
<b>Design Services Contract</b>	<b>Current Item</b>	<b>11/18/2019*</b>
Construction Inspection Contract	Future	2020
Construction Contract	N/A**	2020

\* Original design contract approved 6/11/2019

\*\*Construction contracts for federally funded projects are approved and managed by INDOT.



**AMENDMENT NO. 1 TO  
LPA-CONSULTING CONTRACT  
Dated June 11, 2019**

This is Amendment No. 1 to the referenced Contract between the City of Bloomington Planning and Transportation Department through the Board of Public Works, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Strand Associates, Inc.® (“the CONSULTANT”), a corporation organized under the laws of the State of Wisconsin.

Des. No.: 1700976

Project Description: Crosswalk and pedestrian improvements at various locations in the City of Bloomington.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree to amend the referenced Contract as follows:

Under **SECTION IV COMPENSATION.**, CHANGE **\$17,700** to “**\$118,500.**”

Under **APPENDIX "A" SERVICES TO BE FURNISHED BY CONSULTANT**, ADD the following:

“D. Topographic Survey

1. Conduct a topographic survey of the proposed improvements at the following locations:
  - a. The intersection of 3rd Street and Grant Street and approximately 200 feet east and west of the intersection along 3rd Street.
  - b. The intersection of 11th Street with Diamond and Blair Streets.
  - c. The intersection of College Mall Road and Covenanter Drive.
  - d. The intersection of Kirkwood Avenue and Maple Street.
  - e. The intersection of Rockport Road and Graham Drive.
  - f. Walnut Street Pike immediately east of Walnut Grove Apartments.
  - g. The intersection of South Patterson Drive and Isaacs Drive.
  - h. The intersection of Rogers Street and Ralston Drive.
  - i. Kinser Pike south of Parrish Road.

E. Environmental Documentation

1. Prepare and distribute the Limited Red Flag Investigation (LRFI) and Early Coordination correspondence.
2. Correspond with INDOT and Indiana State Historic Preservation personnel to conclude the Section 106 Historic evaluation. It is anticipated the project will qualify under the Minor Projects Programmatic Agreement (MPPA).
3. Prepare the Programmatic Categorical Exclusion document in accordance with INDOT environmental guidelines.

F. Utility Coordination

1. Correspond with and document apparent conflicts with utilities known to be present at the proposed improvement locations.
2. Review up to three iterations of the proposed Relocation Plans and Work Plans from up to ten utilities.

G. Design

1. Develop construction drawings for the nine project locations identified in Section D.
2. Prepare for and attend a Preliminary Field Check meeting.
3. Prepare Stage 3 and Final Tracings submittals in accordance with the current INDOT Design Manual.
4. Prepare the appropriate checklists, opinion of probable cost, and Special Provisions for submittal to the INDOT Contracts Section.”

## H. Construction-Related Services

Following the award of the construction Contract, the CONSULTANT shall be responsible for attending the preconstruction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by the LPA to interpret the plans and Contract Documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings as described in IDM 14-1.02(09).

If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans with the LPA's approval as additional services.

Under **APPENDIX "C" SCHEDULE**, ADD the following:

"D.	Topographic Survey	45 days from Notice to Proceed
E.	Preliminary Field Check	June 1, 2020
F.	Environmental Documentation	July 1, 2020
G.	Stage 3 Plan Submittal	July 17, 2020
H.	Final Tracings Submittal	August 31, 2020
I.	INDOT Bid Letting	December 9, 2020
J.	Construction-Related Services	December 9, 2020, to November 30, 2021"

Under "**APPENDIX D**" Compensation, A. Amount of Payment,

Item No. 1, CHANGE \$17,700 to "\$118,500."

ADD the following:

- "3. Amount by Service Category
- |    |                               |                                  |
|----|-------------------------------|----------------------------------|
| a. | Topographic Survey            | \$10,800                         |
| b. | Environmental Documentation   | \$11,500                         |
| c. | Utility Coordination          | \$15,000                         |
| d. | Design                        | \$58,500                         |
| e. | Construction-Related Services | \$ 5,000 (Hourly Not-to-Exceed)" |
4. Hourly Construction-Related Services

The CONSULTANT will be paid for services performed for item H. related to the Construction-Related Services on the basis of the actual hours of work performed by essential personnel exclusively working on this Contract at the direct salary and wages of each employee multiplied by the labor rate multiplier of 2.80 plus direct non-salary costs. The hourly not-to-exceed fee is based upon an anticipated maximum of 40 hours.

{Remainder of this page intentionally left blank.}

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract Amendment. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT**  
**Strand Associates, Inc.<sup>®</sup>**

**LOCAL PUBLIC AGENCY**  
**City of Bloomington Board of Public Works**

\_\_\_\_\_  
Signature                          Date  
  
Joseph M. Bunker, Corporate Secretary  
\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature                          Date  
  
Kyla Cox Deckard, President  
\_\_\_\_\_  
(Print or type name and title)

Attest:

\_\_\_\_\_  
Signature                          Date  
  
Beth H. Hollingsworth, Vice President  
\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature                          Date  
  
Rachel A. Frieders  
\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature                          Date  
  
Dana Palazzo, Secretary  
\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature                          Date  
  
Philippa M. Guthrie, Corporation Counsel  
\_\_\_\_\_  
(Print or type name and title)

<b>CITY OF BLOOMINGTON</b> Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>11.22.19</u>
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# Board of Public Works

## Staff Report

**Project/Event:** Approval of Construction Inspection Contract with VS Engineering, Inc. for the Sare Road Multiuse Path and Intersection Improvements Project

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

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 11/26/2019

**Report:** This project will construct multiuse path on the west side of Sare Road from Buttonwood Lane to Moores Pike. It will also construct intersection improvements at the Sare Road-Moores Pike traffic signal. The project is programmed in the MPO TIP for preliminary engineering (\$270,491 in reimbursable federal funds) and construction (\$1,516,199 in federal funds).

VS Engineering was selected from 4 engineering firms that responded to an RFI to perform construction inspection for this project. Compensation for these services is set at a not-to-exceed amount of \$311,600.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Construction Inspection Contract with VS Engineering, Inc. for the Sare Road Multiuse Path and Intersection Improvements Project.

**Recommend**  **Approval**  **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	08/22/2017
Design Services Contract	Approved **	04/16/2019
ROW Services Contract	Approved ***	04/16/2019
Public Need Resolution	Approved	04/16/2019
<b>Construction Inspection Contract</b>	<b>Current Item</b>	<b>11/26/2019</b>
Construction Contract	N/A*	2020

\* Construction contracts for federally funded projects are approved and managed by INDOT.

\*\* Original design contract approved 2/6/2018.

\*\*\* ROW services to be added as a part of the design contract.

## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”) a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1700736

Project Description: This project will construct a new asphalt multi-use path along Sare Road between Buttonwood Drive and Moores Pike. There will also be improvements to the intersection geometry and the signals at the intersection of Moores Pike and Sare Road.

### RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be January 15, 2021. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 311,600.00.**

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

## **SECTION VI      GENERAL PROVISIONS**

1.     **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2.     **Assignment; Successors.**
  - A.    The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B.    Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
  
3.     **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4.     **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5.     **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A.    The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i.     No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the



entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
  - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
  - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
  - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
  - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
  - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

**9. Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

**11. DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's



Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;



- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:



1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

**22. Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

**23. Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper, P.E.  
401 N. Morton Street, Suite 130  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Sanjay Patel, P.E.  
4275 N. High School Road  
Indianapolis, IN 46254

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.



**35. Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
    1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
    2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
    3. Make progress so as to endanger performance of this Contract; or
    4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
  - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT**

**LOCAL PUBLIC AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sanjay B. Patel, P.E., President  
(Print or type name and title)

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Andrew L. Bender, P.E., Vice President  
(Print or type name and title)



## **APPENDIX "A"**

### **SERVICES TO BE FURNISHED BY CONSULTANT:**

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

This scope of work is in support of the City of Bloomington Sare Road Multi-Use Path Project located between Buttonwood Drive and Moores Pike.

### **Project Intent**

CONSULTANT shall provide construction administration / inspection services for the City of Bloomington Sare Road Multi-Use Path Project consisting of approximately 3,361 feet of asphalt trail, concrete medians, and new signals.

The goal of the project is to connect the existing trail systems in the area. The intersection improvements and signal upgrades will improve driver and pedestrian usability at the intersection.

### **Project Administration/Management/Coordination:**

The proposed Project Manager and key personnel will meet with LPA and Indiana Department of Transportation (INDOT) officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication. Bi-weekly progress meetings will be conducted on-site with the LPA representatives to review policy and procedural matters, to identify and solve site specific problems and review progress. The Project Supervisor will provide the LPA a weekly progress report summarizing the week's daily activities as well as a projection for the upcoming week's activities.

### **Construction Administration and Inspection**

#### **Engineering Personnel**

For the Fulfillment of all services outlined below, the CONSULTANT will provide one (1) full-time Project Engineer/Supervisor, and construction inspectors as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the Indiana Department of Transportation (INDOT) and no personnel will be assigned to the project until LPA and INDOT approval is obtained. The Project Engineer/Supervisor will take directions from and report to the designated LPA Project Coordinator and INDOT Area Engineer on all matters concerning contract compliance and administration.

The Project Engineer/Supervisor will coordinate project activities with the LPA Project Coordinator and INDOT Area Engineer.

## Description of Services

1. **Construction Schedule:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LPA detailed documentation concerning its acceptability.
2. **Conferences:** Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings, The CONSULTANT shall be available for conferences as requested by the LPA, INDOT, and Federal Highway Administration to review working details of the project. The LPA, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **Liaison:** Serve as the LPA's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting liaison capacity, the Project Engineer/Supervisor shall be thoroughly familiar with the plans and specifications applicable deviation observed shall be reported to the LPA and INDOT by the Project Engineer/Supervisor.
  - a. Serve as the LPA's liaison with the traveling public and nearby affected business owners and property owners. The Project Engineer/Supervisor will offer information and provide field office numbers to interested parties. If necessary, the Project Engineer/Supervisor will attend and participate in any public information meetings.
4. **Cooperate** with the LPA in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **Assist** the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **Assist** the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **Equipment:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **Samples:** Obtain field samples of materials to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **Shop drawings:**
  - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
  - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. **Review of work, inspection, and tests**
  - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices.
  - c. Accompanying visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
  - d. Verify that required testing has been accomplished.

11. **Modification:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. **Records**
  - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
  - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such diary or logbook to the LPA.
  - c. Maintain for the LPA a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
  - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LPA upon request, but in any event at the completion of the project.
  - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA. Provide a copy of the Final Construction Record to the LPA.
13. **Reports:** Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **Progress estimates:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **Project responsibility:** The Project Engineer/Supervisor will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **Work Schedule and Suspension:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **Contract Administration:** The CONSULTANT will administer the contract in accordance with INDOT procedures.
18. **Detail of Typical Report Requirements**  
Several reports will be computer generated through the SiteManager software supplied by INDOT to the project supervisor. The remaining reports will be computer generated on state approved forms. The following is a list of report requirements typical for this project.
  - a. Project Administrative Reports
    - i. IC103 Daily Report
    - ii. IC124 Weekly Report for Working Day Contracts Only
    - iii. Weekly Sign and Barricade Inspection Report
    - iv. IC117 Monthly Progress Report
    - v. IC640a Aggregate or Bituminous Report of Quantity
    - vi. IC626 Change Order (will coordinate with LPA)
    - vii. DAC25 Progress Pay Estimate
    - viii. IT611 Material Record
    - ix. IC699 Comparison of Estimates – Original and Final
  - b. Several sources pertaining to how the project is to be monitored and reported. Primary sources that will be used for this contract are the following:



- i. INDOT Standard Specifications with applicable Supplemental Specifications for the project
- ii. INDOT General Instructions to Field Employees
- iii. Manual for Frequency of Sampling and Testing
- iv. INDOT Final Construction Record Guide
- v. INDOT Standards in coordination with the Contract Plans and Specifications

19. **Conflict of Interest:** The CONSULTANT acknowledges and agrees the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including, but not limited to, construction engineering, production staking, falsework drawings, shop drawings) for the Contractor, material supplier of the Contractor, or for any of the Contractor's subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or common owner. For purposes of this section, an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

**Director** – Any member of the board of directors of a corporation.

**Officer** – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

**Owner** – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

### **Construction Phase Utility Coordination**

1. Assist Project Manager in inviting utilities to attend pre-construction conference.
2. Attend pre-construction conference and update attendees on utility status
3. Follow-up with Utility, Project Manager and Client on any:
  - Property Interest Documents
  - Cost Estimates
  - Cost Analysis
  - Reimbursable Agreements
4. Request Contractor Schedule, work with client Field Supervisor, Request Contractor Schedule and share with utilities:
  - R/W clearing
  - Staking schedule
  - Grading needed
  - Access needed
5. Follow-up with utilities for readiness:
  - Status of internal funding
  - Hand-off from engineering to scheduling
  - Request field schedule
  - Work with client Field Supervisor to monitor utility progress
6. Attend project field meetings when specific utility issues are on the agenda and / or survey site (5 Only)
7. Resolution of requested Field Change and Documentation
  - Revisions and Submission of Relocation Plan sheet

8. Utility Coordination Wrap-up:

- Request As-Built Plans, Organize for Archive
- Transfer and review invoices on reimbursable upon request

9. Preparation and Distribution of Work Complete Notice

**APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
2. Unlimited access to the city's geographic information system if available.
3. Advance notice of proposed construction projects that impact construction operations.
4. Advance notice of proposed road closings or parking restrictions that impact construction operations.
5. Access to all traffic signal cabinets.
6. All written views pertinent to the location and environmental studies that are received by INDOT.
7. Available data from the transportation planning process.
8. Utility plans available to INDOT covering utility facilities governing the location of signals and underground conduits throughout the affected areas.
9. Aerial Survey information.



**APPENDIX "C"**

**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

**TASK COMPLETE**

**DAYS FROM NTP**

Submit Final Construction Record

45 days after  
construction completion

**APPENDIX "D"**

## Payment to Consultant

## A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$311,600.00 unless an amendment is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively on this contract

<u>Classification</u>	<u>Base Rate</u>
Project Manager I	\$142.34
Project Supervisor II	\$91.15
Project Supervisor II – O.T.	\$108.32
Project Supervisor I	\$82.31
Project Supervisor I – O.T.	\$97.81
Project Inspector II	\$75.67
Project Inspector II – O.T.	\$89.92
Utility Coordinator	\$79.64

Bureau of Labor and Statistics Employment Cost Index (ECI) shall be used to determine annual rate escalation in July of each year.

3. The CONSULTANT will be reimbursed for the direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, contract or temporary staffing, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement thereof.

## B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Mr. Neil Kopper, PE  
 City of Bloomington  
 401 N. Morton Street, Suite 130  
 Bloomington, Indiana 47404

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher.

2. LPA, for and in consideration of the rendering of the services provided for in Section "A.2" and Section "A.3", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

- a. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
  - b. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.



**COMPENSATION FOR ENGINEER'S SERVICES**

**SARE ROAD MULTI-USE PATH FROM BUTTONWOOD DR. TO MOORES PIKE AND  
INTERSECTION IMPROVEMENTS AT SARE ROAD AND MOORES PIKE**

INDOT DES. NO 1700736

**FULL-TIME CONSTRUCTION ADMINISTRATION SERVICES**

VS ENGINEERING, INC.

<b>ESTIMATED MANHOURS BY EMPLOYEE CLASSIFICATION</b>						
<b>TASK</b>		<b>Project Manager I</b>	<b>Project Supervisor II</b>	<b>Project Supervisor I</b>	<b>Project Inspector II</b>	<b>TOTAL</b>
B.1	Review and monitor the construction schedule	12	20	*	*	32
B.2	Schedule and conduct job bi-weekly and monthly conferences	*	20	*	*	20
B.3	Serve as the Owner's liaison with the Contractor	8	*	*	*	8
B.4	Cooperate with the Owner in dealing with various agencies	4	10	*	*	14
B.5	Obtain from the Contractor a list of proposed suppliers and subcontractors	*	10	*	*	10
B.6	Obtain from the Contractor additional details of work	*	10	*	*	10
B.7	Furnish testing/sampling equipment	*	*	*	*	0
B.8	Obtain field samples of materials	*	60	*	300	360
B.9	Review and approve shop drawings	6	20	*	*	26
B.10	Conduct on-site inspections, and review Contractor's work, tests and certifications	*	850	*	1,150	2,000
B.11	Consider and evaluate Contractor's suggestions and modifications	8	30	*	*	38
B.12	Prepare and maintain construction reports and records	*	380	*	*	380
B.13	Prepare weekly and monthly progress reports	8	40	*	*	48
B.14	Prepare progress estimates for periodic partial payments to the contractor	*	30	*	*	30
B.15	Document pay quantities and estimates and maintain records	*	75	*	*	75
B.16	Work schedule and suspension	4	10	*	*	14
B.17	Administer the contract	30	70	*	*	100
B.18	Develop project reports	*	180	*	*	180
B.19	Conflict of interest	*	10	*	*	10
<b>Total Hours</b>		<b>80</b>	<b>1,825</b>	<b>0</b>	<b>1,450</b>	<b>3,355</b>
Hourly Billing Rate (regular rate)		\$142.34	\$91.15	\$82.31	\$75.67	
Hourly Billing Rate (O.T. rate)			\$108.32	\$97.81	\$89.92	

**Subtotal Labor \$11,387.20 \$168,615.19 \$992.00 \$109,721.50 \$290,715.89**

**Direct Costs**

Transportation - \$0.38/mile	4,000 miles	\$1,520.00
Material Testing & Inspection Support	10000 (as-needed)	\$10,000.00
<b>Subtotal Direct Costs</b>		<b>\$11,520.00</b>

**TOTAL FEE ESTIMATE - SARE ROAD MULTI-USE PATH AND INTERSECTION IMPROVEMENTS \$302,235.89**

**USE \$302,200.00**

Notes:

- 1) Inspection hours include 4 hours first day and 2-3 hours each consecutive day during clearing
- 2) Construction period April 1, 2020 to December 1, 2020 (substantial completion)
- 3) Final Construction Record 45 calendar days after Final Completion

**COMPENSATION FOR ENGINEER'S SERVICES**

**SARE ROAD MULTI-USE PATH FROM BUTTONWOOD DR. TO MOORES PIKE AND  
INTERSECTION IMPROVEMENTS AT SARE ROAD AND MOORES PIKE**

**INDOT DES. NO 1700736**

**CONSTRUCTION PHASE UTILITY COORDINATION SERVICES**

**VS ENGINEERING, INC.**

<b>ESTIMATED MANHOURS BY EMPLOYEE CLASSIFICATION</b>						
<b>TASK</b>	<b>Project Manager I</b>	<b>Project Supervisor II</b>	<b>Project Supervisor I</b>	<b>Utility Coordinator</b>	<b>TOTAL</b>	
Project Administration, Management, & Coordination	8	*	*	*	8	
Provide notice to proceed to any remaining utility to execute their approved work plan after the work plan has been reviewed, approved and a permit issued.	*	2	*	2	4	
Attend Preconstruction Conference to inform of current utility status and request project supervisor provide site activity updates related to utility predecessor activities and utility crew presence / progress	2	2	*	2	6	
Schedule utilities to commence work when utility predecessors are completed such as staking, clearing or clearing and grubbing. Follow-up with progress.	*	10	*	*	10	
Perform site visits, phone conferences and emails spot checking relocations for compliance with work plans. Work in tandem with project supervisor and inspection personnel. *Dependant on survey stakes / layout.	*	20	*	12	32	
In consultation with the construction supervisor, project manager, designer, contractor, utility contact person, and the oversight agent; facilitate resolve any utility-related issues that may impact construction schedule or budget.	*	8	*	4	12	
Proposed revisions to relocation plans analyzed in tandem with construction supervisor and or design as needed.	*	4	*	*	4	
Manage the schedule for utility relocation work, attend construction meetings and report progress of utility relocation work to the project supervisor.	*	4	*	2	6	
Facilitate signal service connection based on design phase clearly showing service location.	*	2	*	2	4	
At the request of the construction supervisor, review and advise on all utility-related change orders, delay claims, and potential liquidated damages.	4	4	*	*	8	
Prepare, sign, and send the letter acknowledging the utility facility relocation work is complete along with request for final invoices on eligible reimbursible relocations. The letter to be signed by an INDOT construction supervisor or oversight agent.	2	2	*	*	4	
<b>Total Hours</b>	16	58	0	24	98	
Hourly Billing Rate (regular rate)	\$142.34	\$91.15	\$82.31	\$79.64		
<b>Subtotal Labor</b>	<b>\$2,277.44</b>	<b>\$5,286.70</b>	<b>\$0.00</b>	<b>\$1,911.36</b>	<b>\$9,475.50</b>	

**Direct Costs**

No Direct Costs for this task

**Subtotal Direct Costs**

**\$0.00**

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**TOTAL FEE ESTIMATE - SARE ROAD MULTI-USE PATH AND INTERSECTION IMPROVEMENTS**    **\$9,475.50**

**USE**    **\$9,400.00**



# Board of Public Works Claim Register

Invoice Date Range 11/18/19 - 11/27/19

Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>					
<b>Department 01 - Animal Shelter</b>					
<b>Program 010000 - Main</b>					
<b>Account 43430 - Animal Adoption Fees</b>					
Avery Johnson	01-refund adoption fee-canine	11/27/2019		11/27/2019	75.00
Joshua Johnson	01-refund adoption fee-11/7/2019	11/27/2019		11/27/2019	75.00
<b>Account 43430 - Animal Adoption Fees Totals</b>				Invoice Transactions 2	<u>\$150.00</u>
<b>Account 52210 - Institutional Supplies</b>					
4136 - C. Specialties, INC	01-cardboard cat carriers-350-10/24/19	11/27/2019		11/27/2019	751.68
4586 - Hill's Pet Nutrition Sales, INC	01-feline/kitten-11/8/19	11/27/2019		11/27/2019	220.90
4586 - Hill's Pet Nutrition Sales, INC	01-feline/canine/kitten food-11/1/19	11/27/2019		11/27/2019	155.28
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-11/1/19	11/27/2019		11/27/2019	130.15
4633 - Midwest Veterinary Supply, INC	01-syringes, bottles, supportive therapy-11/11/19	11/27/2019		11/27/2019	151.34
4633 - Midwest Veterinary Supply, INC	01-antibiotics, milk replacer, syringes-11/4/19	11/27/2019		11/27/2019	167.37
4574 - John Deere Financial (Rural King)	06-pellet bedding	11/27/2019		11/27/2019	249.50
4574 - John Deere Financial (Rural King)	06-pellet bedding	11/27/2019		11/27/2019	249.50
<b>Account 52210 - Institutional Supplies Totals</b>				Invoice Transactions 8	<u>\$2,075.72</u>
<b>Account 52340 - Other Repairs and Maintenance</b>					
313 - Fastenal Company	01-trash liners-10/28/19	11/27/2019		11/27/2019	58.48
<b>Account 52340 - Other Repairs and Maintenance Totals</b>				Invoice Transactions 1	<u>\$58.48</u>
<b>Account 52410 - Books</b>					
4819 - InfoUSA Marketing INC.	01-City Polk Directory	11/27/2019		11/27/2019	165.00
<b>Account 52410 - Books Totals</b>				Invoice Transactions 1	<u>\$165.00</u>
<b>Account 53130 - Medical</b>					
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-11/4/2019	11/27/2019		11/27/2019	719.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-11/5/19	11/27/2019		11/27/2019	220.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, amputation, surgeries-11/12/19	11/27/2019		11/27/2019	1,252.42
<b>Account 53130 - Medical Totals</b>				Invoice Transactions 3	<u>\$2,191.42</u>
<b>Account 53510 - Electrical Services</b>					
223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/13/19	11/18/2019		11/20/2019	1,110.54
<b>Account 53510 - Electrical Services Totals</b>				Invoice Transactions 1	<u>\$1,110.54</u>
<b>Account 53530 - Water and Sewer</b>					
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-October 2019	11/18/2019		11/20/2019	392.16
<b>Account 53530 - Water and Sewer Totals</b>				Invoice Transactions 1	<u>\$392.16</u>
<b>Account 53610 - Building Repairs</b>					
4483 - City Lawn Corporation	19-Service Agreement for Mowing at 3410 S Walnut St	11/27/2019	BC 2019-38	11/27/2019	240.00
321 - Harrell Fish, INC	19-Service Agreement for Hot Water Heater Repair at ACC	11/27/2019	BC 2019-23	11/27/2019	347.50
<b>Account 53610 - Building Repairs Totals</b>				Invoice Transactions 2	<u>\$587.50</u>
<b>Program 010000 - Main Totals</b>				Invoice Transactions 19	<u>\$6,730.82</u>
<b>Program 010001 - Donations Over \$5K</b>					
<b>Account 53130 - Medical</b>					
6529 - BloomingPaws, LLC	01-heartworm treatment-11/7-11/8/19	11/27/2019		11/27/2019	120.44
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-10/21-10/31/19	11/27/2019		11/27/2019	3,693.00
<b>Account 53130 - Medical Totals</b>				Invoice Transactions 2	<u>\$3,813.44</u>
<b>Program 010001 - Donations Over \$5K Totals</b>				Invoice Transactions 2	<u>\$3,813.44</u>
<b>Department 01 - Animal Shelter Totals</b>				Invoice Transactions 21	<u>\$10,544.26</u>
<b>Department 02 - Public Works</b>					
<b>Program 020000 - Main</b>					





# Board of Public Works Claim Register

Invoice Date Range 11/18/19 - 11/27/19

Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
<b>Account 52420 - Other Supplies</b>					
4574 - John Deere Financial (Rural King)	02 Steel Toe Work Boots PW Director	11/27/2019		11/27/2019	119.95
	<b>Account 52420 - Other Supplies Totals</b>		Invoice Transactions 1		<u>\$119.95</u>
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>					
7146 - Routeware, INC	16- Sanitation Route Management Software	11/27/2019	BC 2019-84	11/27/2019	51,740.00
	<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		Invoice Transactions 1		<u>\$51,740.00</u>
<b>Account 53990 - Other Services and Charges</b>					
7146 - Routeware, INC	16-Annual Service Fee	11/27/2019	BC 2019-84	11/27/2019	18,986.20
	<b>Account 53990 - Other Services and Charges Totals</b>		Invoice Transactions 1		<u>\$18,986.20</u>
<b>Account 54510 - Other Capital Outlays</b>					
7146 - Routeware, INC	16- Sanitation Route Management Software	11/27/2019	BC 2019-84	11/27/2019	60,000.00
	<b>Account 54510 - Other Capital Outlays Totals</b>		Invoice Transactions 1		<u>\$60,000.00</u>
	<b>Program 020000 - Main Totals</b>		Invoice Transactions 4		<u>\$130,846.15</u>
	<b>Department 02 - Public Works Totals</b>		Invoice Transactions 4		<u>\$130,846.15</u>
<b>Department 03 - City Clerk</b>					
<b>Program 030000 - Main</b>					
<b>Account 52420 - Other Supplies</b>					
6530 - Office Depot, INC	03-kleenexs, manila folders, file folders, AAA batteries	11/27/2019		11/27/2019	33.25
6530 - Office Depot, INC	03-9V batteries	11/27/2019		11/27/2019	3.16
	<b>Account 52420 - Other Supplies Totals</b>		Invoice Transactions 2		<u>\$36.41</u>
<b>Account 53160 - Instruction</b>					
259 - Indiana Association Of Cities & Towns (AIM)	03-NEO Training-N. Sigler-Noblesville-12/2019	11/27/2019		11/27/2019	398.00
259 - Indiana Association Of Cities & Towns (AIM)	03-NEO Training-S. McDowell-Noblesville-12/2019	11/27/2019		11/27/2019	398.00
259 - Indiana Association Of Cities & Towns (AIM)	03-NEO Training-N. Bolden-Noblesville-12/2019	11/27/2019		11/27/2019	398.00
	<b>Account 53160 - Instruction Totals</b>		Invoice Transactions 3		<u>\$1,194.00</u>
<b>Account 53210 - Telephone</b>					
13969 - AT&T Mobility II, LLC	03-cell phone charges 10/12-11/11/19	11/27/2019		11/27/2019	41.69
	<b>Account 53210 - Telephone Totals</b>		Invoice Transactions 1		<u>\$41.69</u>
<b>Account 53310 - Printing</b>					
20152 - Municipal Code Corporation	03-Supplement 34-14 copies	11/27/2019		11/27/2019	2,169.67
20152 - Municipal Code Corporation	03-Code hosting	11/27/2019		11/27/2019	200.00
	<b>Account 53310 - Printing Totals</b>		Invoice Transactions 2		<u>\$2,369.67</u>
<b>Account 53320 - Advertising</b>					
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-Ord 19-24-10/6/2019	11/27/2019		11/27/2019	33.18
	<b>Account 53320 - Advertising Totals</b>		Invoice Transactions 1		<u>\$33.18</u>
	<b>Program 030000 - Main Totals</b>		Invoice Transactions 9		<u>\$3,674.95</u>
	<b>Department 03 - City Clerk Totals</b>		Invoice Transactions 9		<u>\$3,674.95</u>
<b>Department 04 - Economic &amp; Sustainable Dev</b>					
<b>Program 040000 - Main</b>					
<b>Account 53160 - Instruction</b>					
203 - INDIANA UNIVERSITY	04 - Leadership Bloomington - Lauren Travis	11/27/2019		11/27/2019	560.00
	<b>Account 53160 - Instruction Totals</b>		Invoice Transactions 1		<u>\$560.00</u>
<b>Account 53320 - Advertising</b>					
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	04 - Request for Proposals Notice - Climate Change Vulnerabilit	11/27/2019		11/27/2019	47.80
	<b>Account 53320 - Advertising Totals</b>		Invoice Transactions 1		<u>\$47.80</u>
<b>Account 53960 - Grants</b>					
55092 - WonderLab Museum of Science, Health & Technology	04 - 2019 BAC Art Grant Award	11/27/2019		11/27/2019	1,700.00
	<b>Account 53960 - Grants Totals</b>		Invoice Transactions 1		<u>\$1,700.00</u>



# Board of Public Works Claim Register

Invoice Date Range 11/18/19 - 11/27/19

Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
<b>Account 53990 - Other Services and Charges</b>					
6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities	11/27/2019		11/27/2019	360.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$360.00
	Program 040000 - Main Totals		Invoice Transactions 4		\$2,667.80
	Department 04 - Economic & Sustainable Dev Totals		Invoice Transactions 4		\$2,667.80
<b>Department 05 - Common Council</b>					
<b>Program 050000 - Main</b>					
<b>Account 52410 - Books</b>					
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-10/5-11/4/19	11/27/2019		11/27/2019	198.25
	Account 52410 - Books Totals		Invoice Transactions 1		\$198.25
<b>Account 53910 - Dues and Subscriptions</b>					
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-10/1-10/31/19	11/27/2019		11/27/2019	337.40
	Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$337.40
<b>Account 53960 - Grants</b>					
1138 - BCT Management, INC	05-City Council BCT Programming Support: Q4 2019	11/27/2019		11/27/2019	13,750.00
	Account 53960 - Grants Totals		Invoice Transactions 1		\$13,750.00
<b>Account 53990 - Other Services and Charges</b>					
4123 - Central Indiana Interpreting Service	05-Council Meeting Interpreting Service-October 2019	11/27/2019		11/27/2019	2,450.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$2,450.00
	Program 050000 - Main Totals		Invoice Transactions 4		\$16,735.65
	Department 05 - Common Council Totals		Invoice Transactions 4		\$16,735.65
<b>Department 06 - Controller's Office</b>					
<b>Program 060000 - Main</b>					
<b>Account 52110 - Office Supplies</b>					
6530 - Office Depot, INC	06-Binder clips and Pens	11/27/2019		11/27/2019	16.01
	Account 52110 - Office Supplies Totals		Invoice Transactions 1		\$16.01
<b>Account 53240 - Freight / Other</b>					
129 - FedEx Office and Print Service, INC	06-Shipping of documents to Barnes & Thornburg 11/8/19	11/27/2019		11/27/2019	30.74
	Account 53240 - Freight / Other Totals		Invoice Transactions 1		\$30.74
	Program 060000 - Main Totals		Invoice Transactions 2		\$46.75
	Department 06 - Controller's Office Totals		Invoice Transactions 2		\$46.75
<b>Department 09 - CFRD</b>					
<b>Program 090000 - Main</b>					
<b>Account 52110 - Office Supplies</b>					
6530 - Office Depot, INC	09-labels, envelopes, bowls, tissues, plates, calendars, planner	11/27/2019		11/27/2019	328.95
6530 - Office Depot, INC	09-tablet wipes	11/27/2019		11/27/2019	11.59
	Account 52110 - Office Supplies Totals		Invoice Transactions 2		\$340.54
<b>Account 53210 - Telephone</b>					
13969 - AT&T Mobility II, LLC	09-cell phone charges-J. Whiteaker-10/12-11/11/19	11/27/2019		11/27/2019	41.69
	Account 53210 - Telephone Totals		Invoice Transactions 1		\$41.69
<b>Account 53310 - Printing</b>					
3892 - Midwest Color Printing, INC	09-250 business cards for Marissa Parr Scott	11/27/2019		11/27/2019	36.50
3892 - Midwest Color Printing, INC	09-250 business cards for Michael Shermis	11/27/2019		11/27/2019	36.50
	Account 53310 - Printing Totals		Invoice Transactions 2		\$73.00
<b>Account 53960 - Grants</b>					
205 - City Of Bloomington	09-funding for Young Women of the Year-Inv. date 10/31/19	11/27/2019		11/27/2019	500.00
205 - City Of Bloomington	09-funding for Black Male Summit-Inv. date 10/31/19	11/27/2019		11/27/2019	500.00
	Account 53960 - Grants Totals		Invoice Transactions 2		\$1,000.00



# Board of Public Works Claim Register

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Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
			Program <b>090000 - Main</b> Totals	Invoice Transactions 7	\$1,455.23
			Department <b>09 - CFRD</b> Totals	Invoice Transactions 7	\$1,455.23
<b>Department 10 - Legal</b>					
Program <b>100000 - Main</b>					
Account <b>52110 - Office Supplies</b>					
6530 - Office Depot, INC	10-pens-xfine	11/27/2019		11/27/2019	10.97
6530 - Office Depot, INC	10-datastick pro-USB-2	11/27/2019		11/27/2019	99.98
			Account <b>52110 - Office Supplies</b> Totals	Invoice Transactions 2	\$110.95
<b>Account 52410 - Books</b>					
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-10/5-11/4/19	11/27/2019		11/27/2019	967.90
			Account <b>52410 - Books</b> Totals	Invoice Transactions 1	\$967.90
<b>Account 53120 - Special Legal Services</b>					
7107 - Jawn J Bauer (Bauer & Densford)	10-legal services Jeff Jones Kinser Pike -October 2019	11/27/2019		11/27/2019	471.50
19660 - Bose McKinney & Evans, LLP	10 legal services eminent domain 222 Hats LLC -10/2019	11/27/2019		11/27/2019	12,055.03
199 - Monroe County Government	10-August 2019 copies-14	11/27/2019		11/27/2019	14.00
199 - Monroe County Government	10-September 2019 copies-9	11/27/2019		11/27/2019	9.00
			Account <b>53120 - Special Legal Services</b> Totals	Invoice Transactions 4	\$12,549.53
<b>Account 53910 - Dues and Subscriptions</b>					
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-10/1-10/31/19	11/27/2019		11/27/2019	1,349.60
			Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 1	\$1,349.60
			Program <b>100000 - Main</b> Totals	Invoice Transactions 8	\$14,977.98
			Department <b>10 - Legal</b> Totals	Invoice Transactions 8	\$14,977.98
<b>Department 11 - Mayor's Office</b>					
Program <b>110000 - Main</b>					
Account <b>52110 - Office Supplies</b>					
6530 - Office Depot, INC	11-paper towels, tissues. correction tape	11/27/2019		11/27/2019	20.14
			Account <b>52110 - Office Supplies</b> Totals	Invoice Transactions 1	\$20.14
<b>Account 52420 - Other Supplies</b>					
5819 - Synchrony Bank	11-tablecloths for Board & Commission appreciation event	11/27/2019		11/27/2019	134.90
			Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$134.90
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>					
6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM October	11/27/2019		11/27/2019	3,017.50
203 - INDIANA UNIVERSITY	11-O'Neill School capstone course project PS-LIT	11/27/2019		11/27/2019	500.00
			Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice Transactions 2	\$3,517.50
<b>Account 53210 - Telephone</b>					
13969 - AT&T Mobility II, LLC	11-cell phone charges 10/12-11/11/12	11/27/2019		11/27/2019	41.42
			Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	\$41.42
<b>Account 53230 - Travel</b>					
6894 - Devta Linda Kidd	11-reimbursement for LouisStat	11/27/2019		11/27/2019	22.00
6894 - Devta Linda Kidd	11-reimbursement for Bloomberg CIO CityLab	11/27/2019		11/27/2019	206.25
			Account <b>53230 - Travel</b> Totals	Invoice Transactions 2	\$228.25
<b>Account 53910 - Dues and Subscriptions</b>					
5259 - Pacific & Southern Company, INC (Indy Star)	11-IndyStar online access	11/27/2019		11/27/2019	9.99
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation	11/27/2019		11/27/2019	18.32
			Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 2	\$28.31
			Program <b>110000 - Main</b> Totals	Invoice Transactions 9	\$3,970.52
			Department <b>11 - Mayor's Office</b> Totals	Invoice Transactions 9	\$3,970.52

Department **12 - Human Resources**





# Board of Public Works Claim Register

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Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
<b>Program 120000 - Main</b>					
<b>Account 53210 - Telephone</b>					
13969 - AT&T Mobility II, LLC	12-cell phone charges - 10/12-11/11/19	11/27/2019		11/27/2019	23.56
	Account 53210 - Telephone Totals		Invoice Transactions 1		\$23.56
<b>Account 53320 - Advertising</b>					
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ads Invoice 11319 \$268.13	11/27/2019		11/27/2019	268.13
	Account 53320 - Advertising Totals		Invoice Transactions 1		\$268.13
<b>Account 53990 - Other Services and Charges</b>					
6542 - The Novak Consulting Group, INC	12- Organizational Assessments for Controller, HR, Legal/Risk	11/27/2019		11/27/2019	4,206.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$4,206.00
	Program 120000 - Main Totals		Invoice Transactions 3		\$4,497.69
	Department 12 - Human Resources Totals		Invoice Transactions 3		\$4,497.69
<b>Department 13 - Planning</b>					
<b>Program 130000 - Main</b>					
<b>Account 43310 - Application Fee</b>					
Studio 3 Design	13-partial refund PC filing fee-Case #SP-35-19	11/27/2019		11/27/2019	700.00
	Account 43310 - Application Fee Totals		Invoice Transactions 1		\$700.00
<b>Account 52110 - Office Supplies</b>					
6530 - Office Depot, INC	13 - Mounting tape	11/27/2019		11/27/2019	4.19
6530 - Office Depot, INC	13 - Hooks, tape, pins, note pads, post-its, cards, folders	11/27/2019		11/27/2019	36.51
	Account 52110 - Office Supplies Totals		Invoice Transactions 2		\$40.70
<b>Account 52420 - Other Supplies</b>					
6530 - Office Depot, INC	13-Ink cartridge for 4000 plotter	11/27/2019		11/27/2019	186.89
	Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$186.89
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>					
5409 - VS Engineering, INC	13 - Temporary Engineering Staff Support-period ending 9/30/19	11/27/2019		11/27/2019	5,685.13
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1		\$5,685.13
<b>Account 53210 - Telephone</b>					
13969 - AT&T Mobility II, LLC	13-cell phone charges 10/12-11/11/19	11/27/2019		11/27/2019	407.52
	Account 53210 - Telephone Totals		Invoice Transactions 1		\$407.52
<b>Account 53320 - Advertising</b>					
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13 - October legals (variance and multi-use path project)	11/27/2019		11/27/2019	32.39
	Account 53320 - Advertising Totals		Invoice Transactions 1		\$32.39
<b>Account 53910 - Dues and Subscriptions</b>					
4442 - American Planning Association	13 - APA Membership Dues (Scott)_1-1-2020--12-31-2020	11/27/2019		11/27/2019	564.00
4442 - American Planning Association	13 - APA Membership Dues (Jackie)_1-1-2020--12-31-2020	11/27/2019		11/27/2019	413.00
4442 - American Planning Association	13 - APA Membership Dues (Pat)_1-1-2020--12-31-2020	11/27/2019		11/27/2019	347.00
4442 - American Planning Association	13 - APA Membership Dues (Beth)_1-1-2020--12-31-2020	11/27/2019		11/27/2019	413.00
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13 - 52 week subscription renewal-11/25/19-11/24/20	11/27/2019		11/27/2019	241.25
	Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 5		\$1,978.25
<b>Account 53990 - Other Services and Charges</b>					
53442 - Paragon Micro, INC	13 - Adobe Creative Cloud for teams All Apps (Desiree)	11/27/2019		11/27/2019	777.99
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$777.99
	Program 130000 - Main Totals		Invoice Transactions 13		\$9,808.87
	Department 13 - Planning Totals		Invoice Transactions 13		\$9,808.87
<b>Department 19 - Facilities Maintenance</b>					
<b>Program 190000 - Main</b>					
<b>Account 52240 - Fuel and Oil</b>					



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Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
177 - Indiana Oxygen Company, INC	19 Monthly LP cylinder rental fees	11/27/2019		11/27/2019	34.66
	Account <b>52240 - Fuel and Oil</b> Totals			Invoice Transactions 1	<u>\$34.66</u>
<b>Account 52420 - Other Supplies</b>					
4574 - John Deere Financial (Rural King)	19 repair supplies for City Hall Facilities Maintenance	11/27/2019		11/27/2019	34.95
395 - Kirby Risk Corp	19 Electrical supplies for repair	11/27/2019		11/27/2019	34.04
	Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions 2	<u>\$68.99</u>
<b>Account 53510 - Electrical Services</b>					
223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/13/19	11/18/2019		11/20/2019	6,078.18
	Account <b>53510 - Electrical Services</b> Totals			Invoice Transactions 1	<u>\$6,078.18</u>
<b>Account 53530 - Water and Sewer</b>					
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-October 2019	11/18/2019		11/20/2019	4,074.79
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-October 2019	11/18/2019		11/20/2019	15.48
	Account <b>53530 - Water and Sewer</b> Totals			Invoice Transactions 2	<u>\$4,090.27</u>
<b>Account 53610 - Building Repairs</b>					
4483 - City Lawn Corporation	19-Service Agreement for Mowing at 1910 W. 3rd St	11/27/2019	BC 2019-38	11/27/2019	80.00
4483 - City Lawn Corporation	19-Service Agreement for Mowing at 1910 W. 3rd St	11/27/2019	BC 2019-38	11/27/2019	40.00
4483 - City Lawn Corporation	19-Service Agreement for Mowing at 8th & Madison	11/27/2019	BC 2019-38	11/27/2019	105.00
4483 - City Lawn Corporation	19-Service Agreement for Mowing at 8th & Madison	11/27/2019	BC 2019-38	11/27/2019	70.00
4483 - City Lawn Corporation	19-Service Agreement for Mowing at Tapp & Rockport	11/27/2019	BC 2019-38	11/27/2019	35.00
4483 - City Lawn Corporation	19-Service Agreement for Mowing at 2nd & Weimer	11/27/2019	BC 2019-38	11/27/2019	35.00
321 - Harrell Fish, INC	19-Service Agreement for HVAC Repairs at City Hall	11/27/2019	BC 2019-23	11/27/2019	566.00
321 - Harrell Fish, INC	19-Service Agreement for HVAC Planned Maint. at City Hall9 -	11/27/2019	BC 2019-23	11/27/2019	1,910.66
7402 - Nature's Way, INC	19-Service Agreement for Plant Maintenance at City Hall	11/27/2019	BC 2019-07	11/27/2019	336.60
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Contract for City Hall & Public Works Facilities	11/27/2019	BC 2018-87	11/27/2019	18,659.51
	Account <b>53610 - Building Repairs</b> Totals			Invoice Transactions 10	<u>\$21,837.77</u>
	Program <b>190000 - Main</b> Totals			Invoice Transactions 16	<u>\$32,109.87</u>
	Department <b>19 - Facilities Maintenance</b> Totals			Invoice Transactions 16	<u>\$32,109.87</u>
<b>Department 28 - ITS</b>					
<b>Program 280000 - Main</b>					
<b>Account 52110 - Office Supplies</b>					
6530 - Office Depot, INC	28- Copier Paper for City Hall - 30 boxes	11/27/2019		11/27/2019	804.60
	Account <b>52110 - Office Supplies</b> Totals			Invoice Transactions 1	<u>\$804.60</u>
<b>Account 52420 - Other Supplies</b>					
6274 - Quality Logo Products	28 - 300 Badge Holders	11/27/2019		11/27/2019	322.54
5819 - Synchrony Bank	28-hard hat	11/27/2019		11/27/2019	9.18
5819 - Synchrony Bank	28 - Screen Protectors for Tech Support Group Phones	11/27/2019		11/27/2019	15.98
5819 - Synchrony Bank	28 -Reflective safety vest	11/27/2019		11/27/2019	12.22
	Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions 4	<u>\$359.92</u>
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>					
6765 - Berry Dunn McNeil & Parker, LLC	28-IT Strategic Plan Development-Inv. date 10/17/19	11/27/2019		11/27/2019	1,280.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals			Invoice Transactions 1	<u>\$1,280.00</u>
<b>Account 53210 - Telephone</b>					
1079 - AT&T	28-CH/off site facilities-long distance charges-11/09/2019	11/27/2019		11/27/2019	297.31
	Account <b>53210 - Telephone</b> Totals			Invoice Transactions 1	<u>\$297.31</u>
<b>Account 53640 - Hardware and Software Maintenance</b>					
50972 - CDW, LLC	28-700 Microsoft Windows Server 2019 Client Access Licenses	11/27/2019		11/27/2019	13,979.00
53442 - Paragon Micro, INC	28-Veeam Support, Backup, and Replication of Virtual Machin	11/27/2019		11/27/2019	8,807.85
7157 - Secure by Design INC	28 - Ninite Pro Annual Renewal - Automatic Patching & Updates	11/27/2019		11/27/2019	2,220.00



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Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
<b>Account 53640 - Hardware and Software Maintenance Totals</b>		Invoice Transactions 3			\$25,006.85
<b>Account 53910 - Dues and Subscriptions</b>					
5786 - Promevo, LLC	28-Google Drive Storage Subscription 50GB - October 2019	11/27/2019		11/27/2019	22.50
3382 - Urisa	28 -2020 Annual Professional Membership - L. Haley	11/27/2019		11/27/2019	195.00
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice Transactions 2			\$217.50
<b>Account 53950 - Landfill</b>					
4712 - Shredding and Storage Unlimited, LLC	28 - Shredding Service 10/4/19-1 96 gallon toter	11/27/2019		11/27/2019	35.00
<b>Account 53950 - Landfill Totals</b>		Invoice Transactions 1			\$35.00
<b>Program 280000 - Main Totals</b>		Invoice Transactions 13			\$28,001.18
<b>Department 28 - ITS Totals</b>		Invoice Transactions 13			\$28,001.18
<b>Fund 101 - General Fund (S0101) Totals</b>		Invoice Transactions 113			\$259,336.90
<b>Fund 103 - Restricted Donations(ord 05-17)</b>					
Department 06 - Controller's Office					
Program 400102 - Animal Supplies					
<b>Account 52210 - Institutional Supplies</b>					
3929 - IDEXX Laboratories, INC	01-Parvo tests-10/22/19	11/27/2019		11/27/2019	134.00
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice Transactions 1			\$134.00
<b>Program 400102 - Animal Supplies Totals</b>		Invoice Transactions 1			\$134.00
<b>Department 06 - Controller's Office Totals</b>		Invoice Transactions 1			\$134.00
<b>Fund 103 - Restricted Donations(ord 05-17) Totals</b>		Invoice Transactions 1			\$134.00
<b>Fund 249 - Grants Non Approp</b>					
Department 04 - Economic & Sustainable Dev					
Program G17018 - Bloomington Wide Brownfields					
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>					
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	11/27/2019		11/27/2019	2,279.85
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	11/27/2019		11/27/2019	2,100.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	11/27/2019		11/27/2019	1,959.44
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	11/27/2019		11/27/2019	16,279.77
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	11/27/2019		11/27/2019	679.48
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	11/27/2019		11/27/2019	300.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		Invoice Transactions 6			\$23,598.54
<b>Program G17018 - Bloomington Wide Brownfields Totals</b>		Invoice Transactions 6			\$23,598.54
<b>Department 04 - Economic &amp; Sustainable Dev Totals</b>		Invoice Transactions 6			\$23,598.54
<b>Fund 249 - Grants Non Approp Totals</b>		Invoice Transactions 6			\$23,598.54
<b>Fund 270 - CC Jack Hopkins NR17-42 (S0011)</b>					
Department 05 - Common Council					
Program 050000 - Main					
<b>Account 53960 - Grants</b>					
2002 - Boys & Girls Club Of Bloomington, INC	15-JH2019-playground development-site prep-11/13/19	11/27/2019		11/27/2019	9,000.00
7033 - Courage to Change Sober Living, INC	15-JH2019-Grant assistance for M. Leslie & L. Kelly	11/27/2019		11/27/2019	1,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH2019-6th claim-Apo, Carr, Carr Supp & Smith	11/27/2019		11/27/2019	900.50
6045 - South Central Indiana Housing Opportunities CORP.	15-JH2019-Tenant Assistance Tabling-Justice Unlocked	11/27/2019		11/27/2019	574.00
179 - Special Olympics Indiana, INC	15-JH2019-polo shirts-bowling, rhythmic gymnastics gear	11/27/2019		11/27/2019	2,153.93
179 - Special Olympics Indiana, INC	15-JH2019-basketballs, ball bag, inflator kit	11/27/2019		11/27/2019	352.00
<b>Account 53960 - Grants Totals</b>		Invoice Transactions 6			\$13,980.43
<b>Program 050000 - Main Totals</b>		Invoice Transactions 6			\$13,980.43
<b>Department 05 - Common Council Totals</b>		Invoice Transactions 6			\$13,980.43
<b>Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals</b>		Invoice Transactions 6			\$13,980.43





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<b>Fund 312 - Community Services</b>					
Department 09 - CFRD					
Program 090004 - Com Serv- Accessibility					
Account 53990 - Other Services and Charges					
199 - Monroe County Government	09-Room Rental--CBVN Gather 'round the Table Event	11/27/2019		11/27/2019	1,892.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$1,892.00
	Program 090004 - Com Serv- Accessibility Totals		Invoice Transactions 1		\$1,892.00
Program 090019 - Comm on Hisp & Latino Affairs					
Account 53990 - Other Services and Charges					
651 - Engraving & Stamp Center, INC	09-medals for CHLA Annual Award Ceremony	11/27/2019		11/27/2019	569.75
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$569.75
	Program 090019 - Comm on Hisp & Latino Affairs Totals		Invoice Transactions 1		\$569.75
Program 090022 - Safe Civil Justice Downtown Int					
Account 53990 - Other Services and Charges					
8002 - Safeguard Business Systems, INC	09-Print 15,000 5" x 5" weatherproof sharps disposal decals	11/27/2019		11/27/2019	2,180.94
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$2,180.94
	Program 090022 - Safe Civil Justice Downtown Int Totals		Invoice Transactions 1		\$2,180.94
Program G19001 - 2018 ADA Ride Hailing					
Account 53170 - Mgt. Fee, Consultants, and Workshops					
7143 - Christopher Baskins	09-CCA Ride-Hailing Program-training for 4 trainees	11/27/2019		11/27/2019	240.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1		\$240.00
Account 53990 - Other Services and Charges					
700 - Stone Belt ARC, INC	09-Ride Hailing Program-organizational assistance	11/27/2019		11/27/2019	100.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$100.00
	Program G19001 - 2018 ADA Ride Hailing Totals		Invoice Transactions 2		\$340.00
	Department 09 - CFRD Totals		Invoice Transactions 5		\$4,982.69
	Fund 312 - Community Services Totals		Invoice Transactions 5		\$4,982.69
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>					
Department 25 - Telecommunications					
Program 254000 - Infrastructure					
Account 53750 - Rentals - Other					
12283 - Smithville Communications	28-401 N Morton/ACC-internet services-11/1-11/30/19	11/18/2019		11/20/2019	1,614.27
	Account 53750 - Rentals - Other Totals		Invoice Transactions 1		\$1,614.27
Account 54420 - Purchase of Equipment					
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 2 Projectors	11/27/2019		11/27/2019	1,649.96
	Account 54420 - Purchase of Equipment Totals		Invoice Transactions 1		\$1,649.96
	Program 254000 - Infrastructure Totals		Invoice Transactions 2		\$3,264.23
Program 256000 - Services					
Account 53150 - Communications Contract					
4170 - Comcast Cable Communications, INC	25 - 3940 N Kinser Internet Service 11/21-12/20/19	11/18/2019		11/20/2019	117.99
12283 - Smithville Communications	28-401 N Morton/ACC-internet services-11/1-11/30/19	11/18/2019		11/20/2019	1,375.00
203 - INDIANA UNIVERSITY	25 - Dark Fiber/Special Circuits-October 2019	11/27/2019		11/27/2019	65.00
	Account 53150 - Communications Contract Totals		Invoice Transactions 3		\$1,557.99
	Program 256000 - Services Totals		Invoice Transactions 3		\$1,557.99
	Department 25 - Telecommunications Totals		Invoice Transactions 5		\$4,822.22
	Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice Transactions 5		\$4,822.22
<b>Fund 450 - Local Road and Street(S0706)</b>					
Department 20 - Street					



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<b>Program 200000 - Main</b>					
<b>Account 53520 - Street Lights / Traffic Signals</b>					
223 - Duke Energy	02-E. Cottage Grove-electric bill-bill date 11/8/19	11/18/2019		11/20/2019	30.57
223 - Duke Energy	02-Country Club Dr-ped bridge-energy usage-bill date 11/8/19	11/18/2019		11/20/2019	25.72
	<b>Account 53520 - Street Lights / Traffic Signals Totals</b>		Invoice Transactions 2		<u>\$56.29</u>
	<b>Program 200000 - Main Totals</b>		Invoice Transactions 2		<u>\$56.29</u>
	<b>Department 20 - Street Totals</b>		Invoice Transactions 2		<u>\$56.29</u>
	<b>Fund 450 - Local Road and Street(S0706) Totals</b>		Invoice Transactions 2		<u>\$56.29</u>
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>					
<b>Department 20 - Street</b>					
<b>Program 200000 - Main</b>					
<b>Account 52420 - Other Supplies</b>					
394 - Kleindorfer Hardware & Variety	20-20 leaf rakes, rain suit, ear muffs, hard hats-11/6/19	11/27/2019		11/27/2019	560.38
	<b>Account 52420 - Other Supplies Totals</b>		Invoice Transactions 1		<u>\$560.38</u>
<b>Account 53130 - Medical</b>					
231 - Indiana University Health Bloomington, INC	20-D. Hollingsworth-drug screen DOT 5 Panel E screen-10/23/19	11/27/2019		11/27/2019	45.00
231 - Indiana University Health Bloomington, INC	20-J. Creech-drug screen DOT 5 Panel E screen-10/23/19	11/27/2019		11/27/2019	45.00
	<b>Account 53130 - Medical Totals</b>		Invoice Transactions 2		<u>\$90.00</u>
<b>Account 53220 - Postage</b>					
5387 - Creative Graphics, INC (dba Baugh Enterprises)	20-2019 Leafing Cards-15,500-label/sort/mail/postage	11/27/2019		11/27/2019	2,786.02
	<b>Account 53220 - Postage Totals</b>		Invoice Transactions 1		<u>\$2,786.02</u>
<b>Account 53310 - Printing</b>					
5387 - Creative Graphics, INC (dba Baugh Enterprises)	20-2019 Leafing Cards-15,500-label/sort/mail/postage	11/27/2019		11/27/2019	1,397.80
	<b>Account 53310 - Printing Totals</b>		Invoice Transactions 1		<u>\$1,397.80</u>
<b>Account 53510 - Electrical Services</b>					
223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/13/19	11/18/2019		11/20/2019	301.10
	<b>Account 53510 - Electrical Services Totals</b>		Invoice Transactions 1		<u>\$301.10</u>
<b>Account 53530 - Water and Sewer</b>					
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-October 2019	11/18/2019		11/20/2019	41.84
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-October 2019	11/18/2019		11/20/2019	41.50
	<b>Account 53530 - Water and Sewer Totals</b>		Invoice Transactions 2		<u>\$83.34</u>
<b>Account 53540 - Natural Gas</b>					
222 - Vectren	19-Traffic Bldg-gas bill 10/4-11/5/19	11/18/2019		11/20/2019	47.67
222 - Vectren	19-Street Dept-gas bill 10/4-11/5/19	11/18/2019		11/20/2019	54.55
	<b>Account 53540 - Natural Gas Totals</b>		Invoice Transactions 2		<u>\$102.22</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>					
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/6/19	11/27/2019		11/27/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/6/19	11/27/2019		11/27/2019	16.83
	<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>		Invoice Transactions 2		<u>\$51.11</u>
<b>Account 53950 - Landfill</b>					
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-10/11/19	11/27/2019		11/27/2019	1,203.14
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee for Tree Limbs-19 loads-October 2019	11/27/2019	BC 2019-44	11/27/2019	418.00
	<b>Account 53950 - Landfill Totals</b>		Invoice Transactions 2		<u>\$1,621.14</u>
	<b>Program 200000 - Main Totals</b>		Invoice Transactions 14		<u>\$6,993.11</u>
	<b>Department 20 - Street Totals</b>		Invoice Transactions 14		<u>\$6,993.11</u>
	<b>Fund 451 - Motor Vehicle Highway(S0708) Totals</b>		Invoice Transactions 14		<u>\$6,993.11</u>
<b>Fund 452 - Parking Facilities(S9502)</b>					
<b>Department 26 - Parking</b>					



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<b>Program 260000 - Main</b>					
<b>Account 43160 - Lot/Garage Leases - Annual</b>					
Julia Bauer	02-refund prepaid garage parking-Nov. 2019	11/27/2019		11/27/2019	98.00
	<b>Account 43160 - Lot/Garage Leases - Annual Totals</b>		Invoice Transactions 1		<b>\$98.00</b>
<b>Account 52210 - Institutional Supplies</b>					
1537 - Indiana Door & Hardware Specialties, INC	26 Brush Sweeps for Doors at Parking Garage Facilities	11/27/2019		11/27/2019	28.00
6237 - Integrapark, LLC	26 annual parking garage software maintenance renewal fees	11/27/2019		11/27/2019	720.00
4140 - Interstate All Battery Center of Bloomington, INC	26 6v batteries for parking garage operations	11/27/2019		11/27/2019	405.00
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	2.19
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	5.36
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	4.99
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	18.66
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	4.48
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	11.17
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	10.79
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	11/27/2019		11/27/2019	31.92
4443 - The Sherwin Williams Company	26 Paint for Parking Garage Facilities	11/27/2019		11/27/2019	52.62
	<b>Account 52210 - Institutional Supplies Totals</b>		Invoice Transactions 12		<b>\$1,295.18</b>
<b>Account 53210 - Telephone</b>					
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 10/12-11/11/19	11/27/2019		11/27/2019	104.66
	<b>Account 53210 - Telephone Totals</b>		Invoice Transactions 1		<b>\$104.66</b>
<b>Account 53510 - Electrical Services</b>					
223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/13/19	11/18/2019		11/20/2019	2,285.90
	<b>Account 53510 - Electrical Services Totals</b>		Invoice Transactions 1		<b>\$2,285.90</b>
<b>Account 53530 - Water and Sewer</b>					
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-October 2019	11/18/2019		11/20/2019	37.49
	<b>Account 53530 - Water and Sewer Totals</b>		Invoice Transactions 1		<b>\$37.49</b>
<b>Account 53610 - Building Repairs</b>					
4483 - City Lawn Corporation	19-Service Agreement for Mowing at 4th & Washington	11/27/2019	BC 2019-38	11/27/2019	30.00
	<b>Account 53610 - Building Repairs Totals</b>		Invoice Transactions 1		<b>\$30.00</b>
	<b>Program 260000 - Main Totals</b>		Invoice Transactions 17		<b>\$3,851.23</b>
	<b>Department 26 - Parking Totals</b>		Invoice Transactions 17		<b>\$3,851.23</b>
	<b>Fund 452 - Parking Facilities(S9502) Totals</b>		Invoice Transactions 17		<b>\$3,851.23</b>
<b>Fund 454 - Alternative Transport(S6301)</b>					
<b>Department 02 - Public Works</b>					
<b>Program 020000 - Main</b>					
<b>Account 53110 - Engineering and Architectural</b>					
5637 - Shrewsberry & Associates, LLC	3-School Zone Enhancements Proj.-serv. thru 9/28/19	11/27/2019	BC 2017-100	11/27/2019	3,158.20
	<b>Account 53110 - Engineering and Architectural Totals</b>		Invoice Transactions 1		<b>\$3,158.20</b>
<b>Account 54310 - Improvements Other Than Building</b>					
399 - American Structurepoint, INC	13 - 7th Street Multimodal Corridor Proj-9/1-9/30/2019	11/27/2019	BC 2018-109	11/27/2019	1,305.68
17 - Bynum Fanyo & Associates, INC	13-Maxwell St. Sidewalk-billing period 3/23-10/11/19	11/27/2019	BC 2018-123	11/27/2019	9,775.95
	<b>Account 54310 - Improvements Other Than Building Totals</b>		Invoice Transactions 2		<b>\$11,081.63</b>
	<b>Program 020000 - Main Totals</b>		Invoice Transactions 3		<b>\$14,239.83</b>
	<b>Department 02 - Public Works Totals</b>		Invoice Transactions 3		<b>\$14,239.83</b>
<b>Department 05 - Common Council</b>					
<b>Program 050000 - Main</b>					
<b>Account 54310 - Improvements Other Than Building</b>					





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Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
5149 - E&B Paving, INC	13-Moores Pike Sidewalk-Pay Estimate #1	11/27/2019	BC 2018-89	11/27/2019	97,216.92
	Account <b>54310 - Improvements Other Than Building</b> Totals			Invoice Transactions 1	\$97,216.92
	Program <b>050000 - Main</b> Totals			Invoice Transactions 1	\$97,216.92
	Department <b>05 - Common Council</b> Totals			Invoice Transactions 1	\$97,216.92
Department <b>13 - Planning</b>					
Program <b>130000 - Main</b>					
Account <b>54310 - Improvements Other Than Building</b>					
18844 - First Financial Bank, N.A.	13-Moores Pike Sidewalk-Escrow Pay Estimate #1	11/27/2019		11/27/2019	5,116.68
	Account <b>54310 - Improvements Other Than Building</b> Totals			Invoice Transactions 1	\$5,116.68
	Program <b>130000 - Main</b> Totals			Invoice Transactions 1	\$5,116.68
	Department <b>13 - Planning</b> Totals			Invoice Transactions 1	\$5,116.68
	Fund <b>454 - Alternative Transport(S6301)</b> Totals			Invoice Transactions 5	\$116,573.43
Fund <b>456 - MVH Restricted</b>					
Department <b>20 - Street</b>					
Program <b>200000 - Main</b>					
Account <b>52210 - Institutional Supplies</b>					
313 - Fastenal Company	20-12" cold chisel-10/31/19	11/27/2019		11/27/2019	20.29
313 - Fastenal Company	20-safety supplies-earplugs, gloves, spray paint-10/31/19	11/27/2019		11/27/2019	73.90
	Account <b>52210 - Institutional Supplies</b> Totals			Invoice Transactions 2	\$94.19
Account <b>52330 - Street , Alley, and Sewer Material</b>					
334 - Irving Materials, INC	20-Rep #10783220-Class A Stone-7 cy-10/15/19	11/27/2019		11/27/2019	710.50
334 - Irving Materials, INC	20-Rep #10788048-Class A Stone-8.50 cy-10/24/19	11/27/2019		11/27/2019	862.75
19278 - Milestone Contractors, LP	20-surface-10th & Jordan-11.04 tons-10/18/19	11/27/2019	BC 2019-32	11/27/2019	473.06
19278 - Milestone Contractors, LP	20-surface-Hearthstone/patching-204.16 tons-10/14-10/17/19	11/27/2019	BC 2019-32	11/27/2019	8,748.24
19278 - Milestone Contractors, LP	20-surface-Bill Mallory/patching-104.26 tons-10/4/19	11/27/2019	BC 2019-32	11/27/2019	4,467.53
19278 - Milestone Contractors, LP	20-surface-Bill Mallory/patching-244.61 tons-10/2/19	11/27/2019	BC 2019-32	11/27/2019	10,481.55
19278 - Milestone Contractors, LP	20-surface-Park Ridge/patching-579.83 tons-10/1-10/3/19-inc. CR	11/27/2019	BC 2019-32	11/27/2019	18,372.33
19278 - Milestone Contractors, LP	20-surface-Brighton Crest/patching-805.49 tons-10/4-10/10/19	11/27/2019	BC 2019-32	11/27/2019	4,936.97
19278 - Milestone Contractors, LP	20-tack for asphalt paving-300 gallons-10/7/19	11/27/2019		11/27/2019	212.50
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice Transactions 9	\$49,265.43
Account <b>52340 - Other Repairs and Maintenance</b>					
409 - Black Lumber Co. INC	20-Traffic-R/O yellow indust striping-3-11/1/19	11/27/2019		11/27/2019	20.97
409 - Black Lumber Co. INC	20-Traffic-4"x 1/8 metalgrind wheel-4-11/7/19	11/27/2019		11/27/2019	11.16
480 - Hall Signs INC	20-Gold Sheeting Material for Signs	11/27/2019		11/27/2019	952.50
	Account <b>52340 - Other Repairs and Maintenance</b> Totals			Invoice Transactions 3	\$984.63
Account <b>52420 - Other Supplies</b>					
50637 - Bender Lumber Company INC	20-Blocks for retaining wall-14	11/27/2019		11/27/2019	97.86
	Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions 1	\$97.86
	Program <b>200000 - Main</b> Totals			Invoice Transactions 15	\$50,442.11
	Department <b>20 - Street</b> Totals			Invoice Transactions 15	\$50,442.11
	Fund <b>456 - MVH Restricted</b> Totals			Invoice Transactions 15	\$50,442.11
Fund <b>600 - Cum Cap Improvement (CIG)(S2379)</b>					
Department <b>02 - Public Works</b>					
Program <b>020000 - Main</b>					
Account <b>52330 - Street , Alley, and Sewer Material</b>					
365 - Rogers Group, INC	20-#11 stone-34.89 tons-10/17/19	11/27/2019		11/27/2019	314.01
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice Transactions 1	\$314.01
	Program <b>020000 - Main</b> Totals			Invoice Transactions 1	\$314.01



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		Department 02 - Public Works Totals		Invoice Transactions 1	\$314.01
		Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals		Invoice Transactions 1	\$314.01
<b>Fund 601 - Cum Cap Development(S2391)</b>					
Department 02 - Public Works					
Program 020000 - Main					
Account 52330 - Street , Alley, and Sewer Material					
19278 - Milestone Contractors, LP	20-surface-Brighton Crest/patching-805.49 tons-10/4-10/10/19	11/27/2019	BC 2019-32	11/27/2019	29,578.29
19278 - Milestone Contractors, LP	20-Hillside/patching-1,440.68 tons-10/18-10/29/19	11/27/2019	BC 2019-32	11/27/2019	61,733.15
19278 - Milestone Contractors, LP	20-tack for asphalt paving-300 gallons-10/7/19	11/27/2019	BC 2019-32	11/27/2019	687.50
		Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 3	\$91,998.94
Account 53110 - Engineering and Architectural					
399 - American Structurepoint, INC	13-Adams St. Sidewalk & Intersection Proj-9/1-9/30/19	11/27/2019		11/27/2019	16,987.50
		Account 53110 - Engineering and Architectural Totals		Invoice Transactions 1	\$16,987.50
		Program 020000 - Main Totals		Invoice Transactions 4	\$108,986.44
		Department 02 - Public Works Totals		Invoice Transactions 4	\$108,986.44
Department 13 - Planning					
Program 130000 - Main					
Account 53110 - Engineering and Architectural					
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Kirkwood Maintenance Design-Inv. date 11/1/12019	11/27/2019	BC 2019-48	11/27/2019	697.50
10081 - Strand Associates, INC	13-Crosswalk Improvement Project-9/1-9/30/19	11/27/2019	BC 2019-56	11/27/2019	5,310.00
		Account 53110 - Engineering and Architectural Totals		Invoice Transactions 2	\$6,007.50
Account 54310 - Improvements Other Than Building					
7123 - Tatman Sims & Pedigo Corp	13-Tree Clearing Contract_Henderson & Rogers (CN)	11/27/2019		11/27/2019	21,304.00
		Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1	\$21,304.00
		Program 130000 - Main Totals		Invoice Transactions 3	\$27,311.50
		Department 13 - Planning Totals		Invoice Transactions 3	\$27,311.50
		Fund 601 - Cum Cap Development(S2391) Totals		Invoice Transactions 7	\$136,297.94
<b>Fund 730 - Solid Waste (S6401)</b>					
Department 16 - Sanitation					
Program 160000 - Main					
Account 43370 - Other Sales					
204 - State Of Indiana	18-October 2019 Sales Tax	11/20/2019		11/20/2019	13.67
		Account 43370 - Other Sales Totals		Invoice Transactions 1	\$13.67
Account 52430 - Uniforms and Tools					
793 - Indiana Safety Company, INC	16-winter gloves-12	11/27/2019		11/27/2019	78.12
		Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	\$78.12
Account 53150 - Communications Contract					
7146 - Routeware, INC	16-Annual Service Fee	11/27/2019	BC 2019-84	11/27/2019	12,517.88
		Account 53150 - Communications Contract Totals		Invoice Transactions 1	\$12,517.88
Account 53240 - Freight / Other					
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-3,000 "Can't" collect recycling stickers	11/27/2019		11/27/2019	19.89
793 - Indiana Safety Company, INC	16-winter gloves-12	11/27/2019		11/27/2019	15.43
		Account 53240 - Freight / Other Totals		Invoice Transactions 2	\$35.32
Account 53310 - Printing					
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-3,000 "Can't" collect recycling stickers	11/27/2019		11/27/2019	445.00
		Account 53310 - Printing Totals		Invoice Transactions 1	\$445.00
Account 53510 - Electrical Services					
223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/13/19	11/18/2019		11/20/2019	213.93



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Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount	
		Account <b>53510 - Electrical Services</b> Totals			Invoice Transactions 1	\$213.93
<b>Account 53530 - Water and Sewer</b>						
208 - City Of Bloomington Utilities	19-Sanitation Bldg-water/sewer bill-October 2019	11/18/2019		11/20/2019	144.97	
		Account <b>53530 - Water and Sewer</b> Totals			Invoice Transactions 1	\$144.97
<b>Account 53640 - Hardware and Software Maintenance</b>						
7146 - Routeware, INC	16- Sanitation Route Management Software	11/27/2019		11/27/2019	10,000.00	
		Account <b>53640 - Hardware and Software Maintenance</b> Totals			Invoice Transactions 1	\$10,000.00
<b>Account 53950 - Landfill</b>						
52226 - Hoosier Transfer Station-3140	16-recycling fees - 10/15-10/31/19	11/27/2019		11/27/2019	4,297.65	
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 10/15-10/31/19	11/27/2019		11/27/2019	16,689.16	
		Account <b>53950 - Landfill</b> Totals			Invoice Transactions 2	\$20,986.81
		Program <b>160000 - Main</b> Totals			Invoice Transactions 11	\$44,435.70
		Department <b>16 - Sanitation</b> Totals			Invoice Transactions 11	\$44,435.70
		Fund <b>730 - Solid Waste (S6401)</b> Totals			Invoice Transactions 11	\$44,435.70
<b>Fund 800 - Risk Management(S0203)</b>						
Department <b>10 - Legal</b>						
Program <b>100000 - Main</b>						
<b>Account 52110 - Office Supplies</b>						
6530 - Office Depot, INC	10-10 x 16GB Pro USB Drive-G	11/27/2019		11/27/2019	88.19	
		Account <b>52110 - Office Supplies</b> Totals			Invoice Transactions 1	\$88.19
<b>Account 53130 - Medical</b>						
6755 - John L Barnes	10- reimb for physical for CDL-10/31/19	11/27/2019		11/27/2019	90.00	
3861 - Brian D Robertson	10- reimb for physical for CDL-11/8/19	11/27/2019		11/27/2019	85.00	
7162 - Roger Todd	10- reimb for physical for CDL-11/7/18	11/27/2019		11/27/2019	85.00	
		Account <b>53130 - Medical</b> Totals			Invoice Transactions 3	\$260.00
<b>Account 53210 - Telephone</b>						
13969 - AT&T Mobility II, LLC	10-Risk Management-cell phone charges 10/12-11/11/19	11/27/2019		11/27/2019	59.58	
		Account <b>53210 - Telephone</b> Totals			Invoice Transactions 1	\$59.58
<b>Account 53420 - Worker's Comp &amp; Risk</b>						
2618 - Southeastern Indiana Health Operations, INC (SIHO)	SIHO-TTD-2019145	11/21/2019		11/21/2019	577.10	
2618 - Southeastern Indiana Health Operations, INC (SIHO)	SIHO-Admin-2019147	11/21/2019		11/21/2019	3,511.00	
2618 - Southeastern Indiana Health Operations, INC (SIHO)	SIHO-Claims-2019146	11/21/2019		11/21/2019	23,810.57	
		Account <b>53420 - Worker's Comp &amp; Risk</b> Totals			Invoice Transactions 3	\$27,898.67
		Program <b>100000 - Main</b> Totals			Invoice Transactions 8	\$28,306.44
		Department <b>10 - Legal</b> Totals			Invoice Transactions 8	\$28,306.44
		Fund <b>800 - Risk Management(S0203)</b> Totals			Invoice Transactions 8	\$28,306.44
<b>Fund 801 - Health Insurance Trust</b>						
Department <b>12 - Human Resources</b>						
Program <b>120000 - Main</b>						
<b>Account 53990 - Other Services and Charges</b>						
3977 - Cigna Health & Life Insurance Company	12-November 2019 Cigna Dent Vision Admin \$9,382.00	11/27/2019		11/27/2019	2,170.00	
18539 - Life Insurance Company Of North America	12-October 2019 LINA \$34,208.12	11/27/2019		11/27/2019	4,218.60	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees	11/27/2019		11/27/2019	1,063.76	
		Account <b>53990 - Other Services and Charges</b> Totals			Invoice Transactions 3	\$7,452.36
<b>Account 53990.1201 - Other Services and Charges Health Insurance</b>						
17785 - The Howard E. Nyhart Company, INC	12-November Wellness Reimbursements \$4531.50	11/19/2019		11/19/2019	4,531.50	
		Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals			Invoice Transactions 1	\$4,531.50
<b>Account 53990.1278 - Other Services and Charges Disability LTD</b>						





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Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
18539 - Life Insurance Company Of North America	12-October 2019 LINA \$34,208.12	11/27/2019		11/27/2019	6,789.93
	Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals		Invoice Transactions 1		\$6,789.93
	Program <b>120000 - Main</b> Totals		Invoice Transactions 5		\$18,773.79
	Department <b>12 - Human Resources</b> Totals		Invoice Transactions 5		\$18,773.79
	Fund <b>801 - Health Insurance Trust</b> Totals		Invoice Transactions 5		\$18,773.79
<b>Fund 802 - Fleet Maintenance(S9500)</b>					
<b>Department 17 - Fleet Maintenance</b>					
<b>Program 170000 - Main</b>					
<b>Account 52230 - Garage and Motor Supplies</b>					
50605 - Bauer Built, INC	17-stock tires	11/27/2019		11/27/2019	1,767.24
4693 - Monroe County Tire & Supply, INC	17-#831 tires	11/27/2019		11/27/2019	115.25
4693 - Monroe County Tire & Supply, INC	17-#885 tires	11/27/2019		11/27/2019	470.50
	Account <b>52230 - Garage and Motor Supplies</b> Totals		Invoice Transactions 3		\$2,352.99
<b>Account 52320 - Motor Vehicle Repair</b>					
4150 - Alexander's LLC	17-#957 tail light	11/27/2019		11/27/2019	24.00
1107 - Best Equipment Company, INC	17 - Stock - PTO Assembly for leafers	11/27/2019		11/27/2019	2,650.45
244 - Bloomington Ford, INC	17-#p124 plugs, boots and gaskets	11/27/2019		11/27/2019	70.00
244 - Bloomington Ford, INC	17-#211 valve seal	11/27/2019		11/27/2019	10.84
244 - Bloomington Ford, INC	17-#211 valve seal	11/27/2019		11/27/2019	(75.00)
244 - Bloomington Ford, INC	17-#9111 gasket, spark plugs and boots	11/27/2019		11/27/2019	70.00
941 - Central Indiana Truck Equipment Corporation	17-#957/stk bearings	11/27/2019		11/27/2019	388.28
941 - Central Indiana Truck Equipment Corporation	17-#957/stk bearings	11/27/2019		11/27/2019	124.08
4335 - Circle Distributing, INC	17-#462 throttle body unit	11/27/2019		11/27/2019	288.60
4335 - Circle Distributing, INC	17 - #494 blower motor	11/27/2019		11/27/2019	121.80
4335 - Circle Distributing, INC	17 #638 water pump	11/27/2019		11/27/2019	129.91
4335 - Circle Distributing, INC	17 - credit for parts returned -11/12/19-Inv. 03MD3253	11/27/2019		11/27/2019	(88.57)
4335 - Circle Distributing, INC	17 - 638 radiator & water pump	11/27/2019		11/27/2019	492.48
594 - Curry Auto Center, INC	17-#615 repair abs system	11/27/2019		11/27/2019	1,219.52
51827 - Fire Service, INC	17-#332 abs sensor	11/27/2019		11/27/2019	97.76
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil	11/27/2019		11/27/2019	384.39
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil	11/27/2019		11/27/2019	2,806.46
4044 - Industrial Hydraulics, INC	17-stock couplers	11/27/2019		11/27/2019	557.30
4044 - Industrial Hydraulics, INC	17 - Stock - Hyd fittings	11/27/2019		11/27/2019	706.08
796 - Interstate Battery System of Bloomington, INC	17-batteries-3-MHD, MT-58, MT-78, MTP-65HD	11/27/2019		11/27/2019	531.82
11672 - Jack Doheny Companies, INC	17-#601 condensor	11/27/2019		11/27/2019	505.72
4474 - Ken's Westside Service & Towing, LLC	17-towing services	11/27/2019		11/27/2019	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services-Truck #959-11/13/2019	11/27/2019		11/27/2019	225.00
4474 - Ken's Westside Service & Towing, LLC	17 - #391 Turbo repair parts and labor	11/27/2019		11/27/2019	2,643.42
4474 - Ken's Westside Service & Towing, LLC	17 - towing services-Unit #405-11/14/19	11/27/2019		11/27/2019	50.00
680 - NCH Corporation- Partsmaster	17-stock bolts, nuts,	11/27/2019		11/27/2019	361.94
6095 - Old Dominion Brush Company, INC	17-stock brushes	11/27/2019		11/27/2019	270.82
786 - Richard's Small Engine, INC	17-#609 long spindle bolt	11/27/2019		11/27/2019	5.05
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-various parts for various vehicles-October 2019	11/27/2019		11/27/2019	6,604.46
6528 - State Industrial Products (State Chemical)	17-stock lubricant	11/27/2019		11/27/2019	246.34
54351 - Sternberg, INC	17-#429 turbo hose-11/6/19	11/27/2019		11/27/2019	61.03
54351 - Sternberg, INC	17 - air clamp, flex hose, air pipe, heat clamp	11/27/2019		11/27/2019	407.91
582 - Town & Country Chrysler Dodge Jeep, INC	17-stock brake pads and rotors	11/27/2019		11/27/2019	1,002.40
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-#446 door hinge	11/27/2019		11/27/2019	349.72



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622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#446 turbo hose	11/27/2019		11/27/2019	234.85
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #601 sensor	11/27/2019		11/27/2019	147.20
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - credit-return pressure sensor-Inv. X301457140:01	11/27/2019		11/27/2019	(166.37)
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-stock lighting	11/27/2019		11/27/2019	14.22
2096 - West Side Tractor Sales CO.	17-#653 rear glass and seat switch	11/27/2019		11/27/2019	289.17
<b>Account 52320 - Motor Vehicle Repair Totals</b>				Invoice Transactions 39	<u>\$23,988.08</u>
<b>Account 52420 - Other Supplies</b>					
409 - Black Lumber Co. INC	17 - shop supplies-night rim latch-11/8/19	11/27/2019		11/27/2019	12.99
177 - Indiana Oxygen Company, INC	17 - gas for torches-10/31/19	11/27/2019		11/27/2019	157.48
53442 - Paragon Micro, INC	17 - numeric key pad	11/27/2019		11/27/2019	23.99
<b>Account 52420 - Other Supplies Totals</b>				Invoice Transactions 3	<u>\$194.46</u>
<b>Account 53510 - Electrical Services</b>					
223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/13/19	11/18/2019		11/20/2019	313.63
<b>Account 53510 - Electrical Services Totals</b>				Invoice Transactions 1	<u>\$313.63</u>
<b>Account 53530 - Water and Sewer</b>					
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-October 2019	11/18/2019		11/20/2019	105.18
<b>Account 53530 - Water and Sewer Totals</b>				Invoice Transactions 1	<u>\$105.18</u>
<b>Account 53540 - Natural Gas</b>					
222 - Vectren	19-Fleet Maint-gas bill 10/4-11/05/19	11/18/2019		11/20/2019	85.78
<b>Account 53540 - Natural Gas Totals</b>				Invoice Transactions 1	<u>\$85.78</u>
<b>Account 53620 - Motor Repairs</b>					
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #653 Install glass	11/27/2019		11/27/2019	100.00
244 - Bloomington Ford, INC	17 - 137 - transmission flush	11/27/2019		11/27/2019	211.79
594 - Curry Auto Center, INC	17-#615 repair abs system	11/27/2019		11/27/2019	585.50
4474 - Ken's Westside Service & Towing, LLC	17 - #391 Turbo repair parts and labor	11/27/2019		11/27/2019	427.50
54351 - Sternberg, INC	17 - #938 diagnostic services	11/27/2019		11/27/2019	2,687.50
<b>Account 53620 - Motor Repairs Totals</b>				Invoice Transactions 5	<u>\$4,012.29</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>					
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/13/19	11/27/2019		11/27/2019	23.65
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/06/19	11/27/2019		11/27/2019	14.18
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-11/06/19	11/27/2019		11/27/2019	71.12
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-11/13/19	11/27/2019		11/27/2019	69.82
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>				Invoice Transactions 4	<u>\$178.77</u>
<b>Account 54310 - Improvements Other Than Building</b>					
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-various parts for various vehicles-October 2019	11/27/2019		11/27/2019	4,152.14
<b>Account 54310 - Improvements Other Than Building Totals</b>				Invoice Transactions 1	<u>\$4,152.14</u>
<b>Program 170000 - Main Totals</b>				Invoice Transactions 58	<u>\$35,383.32</u>
<b>Department 17 - Fleet Maintenance Totals</b>				Invoice Transactions 58	<u>\$35,383.32</u>
<b>Fund 802 - Fleet Maintenance(S9500) Totals</b>				Invoice Transactions 58	<u>\$35,383.32</u>
<b>Fund 804 - Insurance Voluntary Trust</b>					
<b>Department 12 - Human Resources</b>					
<b>Program 120000 - Main</b>					
<b>Account 53990.1241 - Other Services and Charges Vision</b>					
3977 - Cigna Health & Life Insurance Company	12-November 2019 Cigna Dent Vision Admin \$9,382.00	11/27/2019		11/27/2019	7,212.00
<b>Account 53990.1241 - Other Services and Charges Vision Totals</b>				Invoice Transactions 1	<u>\$7,212.00</u>
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>					
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/18/2019		11/18/2019	26.35
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/18/2019		11/18/2019	25.00



# Board of Public Works Claim Register

Invoice Date Range 11/18/19 - 11/27/19

Vendor	Invoice Description	G/L Date	Contract #	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/18/2019		11/18/2019	151.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/20/2019		11/20/2019	212.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/21/2019		11/21/2019	195.88
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/22/2019		11/22/2019	211.25
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>			Invoice Transactions 6		<u>\$822.74</u>
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City</b>					
17785 - The Howard E. Nyhart Company, INC	12-FSA UnreimbursedDDC City	11/19/2019		11/19/2019	475.00
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals</b>			Invoice Transactions 1		<u>\$475.00</u>
<b>Account 53990.1273 - Other Services and Charges Term Life</b>					
18539 - Life Insurance Company Of North America	12-October 2019 LINA \$34,208.12	11/27/2019		11/27/2019	14,185.36
<b>Account 53990.1273 - Other Services and Charges Term Life Totals</b>			Invoice Transactions 1		<u>\$14,185.36</u>
<b>Account 53990.1277 - Other Services and Charges Disability STD</b>					
18539 - Life Insurance Company Of North America	12-October 2019 LINA \$34,208.12	11/27/2019		11/27/2019	9,014.23
<b>Account 53990.1277 - Other Services and Charges Disability STD Totals</b>			Invoice Transactions 1		<u>\$9,014.23</u>
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>					
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/18/2019		11/18/2019	32.89
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/20/2019		11/20/2019	2.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/21/2019		11/21/2019	3.25
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/22/2019		11/22/2019	55.20
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>			Invoice Transactions 4		<u>\$94.02</u>
<b>Account 53990.1283 - Other Services and Charges Health Savings Account</b>					
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	11/21/2019		11/21/2019	18,240.83
<b>Account 53990.1283 - Other Services and Charges Health Savings Account Totals</b>			Invoice Transactions 1		<u>\$18,240.83</u>
<b>Program 120000 - Main Totals</b>			Invoice Transactions 15		<u>\$50,044.18</u>
<b>Department 12 - Human Resources Totals</b>			Invoice Transactions 15		<u>\$50,044.18</u>
<b>Fund 804 - Insurance Voluntary Trust Totals</b>			Invoice Transactions 15		<u>\$50,044.18</u>
<b>Fund 978 - City 2016 GO Bond Proceeds</b>					
<b>Department 06 - Controller's Office</b>					
<b>Program 06016A - 2016 A Signal Modernization</b>					
<b>Account 54510 - Other Capital Outlays</b>					
20 - Lochmueller Group, INC	13-17th & Dunn Intersection Improvements-serv. thru 9/30/19	11/27/2019	BC 2019-79	11/27/2019	8,946.50
<b>Account 54510 - Other Capital Outlays Totals</b>			Invoice Transactions 1		<u>\$8,946.50</u>
<b>Program 06016A - 2016 A Signal Modernization Totals</b>			Invoice Transactions 1		<u>\$8,946.50</u>
<b>Program 06016B - 2016 B Ped/Signal/Intersection</b>					
<b>Account 54510 - Other Capital Outlays</b>					
1959 - Clark Dietz INC	13-3rd & Indiana_Signal Project-8/31-9/27/19	11/27/2019	BC 2019-58	11/27/2019	508.86
<b>Account 54510 - Other Capital Outlays Totals</b>			Invoice Transactions 1		<u>\$508.86</u>
<b>Program 06016B - 2016 B Ped/Signal/Intersection Totals</b>			Invoice Transactions 1		<u>\$508.86</u>
<b>Department 06 - Controller's Office Totals</b>			Invoice Transactions 2		<u>\$9,455.36</u>
<b>Fund 978 - City 2016 GO Bond Proceeds Totals</b>			Invoice Transactions 2		<u>\$9,455.36</u>
			Invoice Transactions 296		<u>\$807,781.69</u>



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/27/2019	Bank Fees Claims Special Utility Claims Month Of Oct HSA/WorkComp/MT & Gym/CIGNA Sales Tax For September 2019 Walnut Street Garage-ANN KRISS				807,781.69
					<u>807,781.69</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 807,781.69

**Dated this 26th day of November year of 2019.**

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

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

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