Board of Public Works Meeting November 10, 2020



Topic: Board of Public Works

Time: Nov 10, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://bloomington.zoom.us/j/91302082924?pwd=MzhaM1pOQ3YzMVk4cVF1YjBLUDVnUT 09

Meeting ID: 913 0208 2924

Passcode: 858591

Dial by your location

- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Germantown)
- +1 312 626 6799 US (Chicago)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 913 0208 2924

Passcode: 858591

Find your local number: https://bloomington.zoom.us/u/acXY16OzOv

## AGENDA BOARD OF PUBLIC WORKS NOVEMBER 10, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, November 10, 2020 at 5:30 p.m.

The City will offer virtual options, including <u>CATS</u> public access television (live and tape- delayed), Facebook Live <u>(facebook.com/citybloomington)</u>, Zoom or otherwise. Public comments and questions will be encouraged via <u>bloomington.in.gov</u> rather than in person.

## I. MESSAGES FROM BOARD MEMBERS

#### II. <u>TITLE VI ENFORCEMENT</u>

1. Permission to Abate Property at 1811 W. Arlington Road

#### III. <u>CONSENT AGENDA</u>

- 1. Approval of Minutes October 27, 2020
- 2. Resolution 2020-53: Approve Uphold Order to Repair Unsafe Structure at 1209 W. 11th Street
- 3. Approve Request for Sidewalk and Lane Closures on North Indiana Avenue and East 8<sup>th</sup> Street from Indiana University (dates to be determined)
- 4. Resolution 2020-55: Approve Renewal of Mobile Vendor in Public Right-of-Way (Pili's Party Truck #1)
- 5. Resolution 2020-56: Approve Renewal of Mobile Vendor in Public Right-of-Way (Pili's Party Truck #2)
- 6. Approve Renewal Shared-Use Motorized Scooter Operator License Application with Bird Rides, Inc.
- 7. Approve Renewal Shared-Use Motorized Scooter Operator License Application with Neutron Holdings, Inc, dba Lime
- 8. Approve Service Agreement #2 between City of Bloomington Street Division and Precision Concrete for Repairing Sidewalks.
- 9. Approve 2021 Service Agreements for City Hall Facilities
- **10.** Approval of Payroll

## IV. <u>NEW BUSINESS</u>

- 1. Approve Change Order #8 for the Adams Street Sidewalk and Intersection Improvements Project
- 2. Approve Change Order #1 for the Downtown Alleys Project
- 3. Approve Construction Contract for the Curve Warning Signs Project
- 4. Approve Construction Contract for the Maxwell Street Sidewalk Project from E. Miller Drive to E. Short Street
- 5. Approve Construction Agreement for the East Allen Street Traffic Calming Project
- 6. Approve Request for Road Closure on East 11<sup>th</sup> Street from Weddle Brothers (November 30, 2020 January 29, 2021)
- 7. Approve Contract with Bruce Home Improvements, Inc. for Replacement of Overhead Doors at Fleet Maintenance Garage

## V. STAFF REPORTS & OTHER BUSINESS

## VI. <u>APPROVAL OF CLAIMS</u>

## VII. <u>ADJOURNMENT</u>

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email <u>public.works@bloomington.in.gov</u>.

# **Staff Report**

To: Board of Public Works

## From: Daniel Dixon

Date: November 10, 2020

## Re: Request to Abate property at 1811 West Arlington Road, Bloomington, IN

## Attachments:

- 1. Notices of Violation Issued on 09/17/2020, 09/24/2020, 10/14/2020, 10/22/2020.
- 2. Photograph(s) of the property
- 3. GIS property information
- 4. Order for Abatement (proposed)

## Facts:

- 1. Bloomington Municipal Code § 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
- 2. On 09/17/2020, 09/24/2020, 10/14/2020, and 10/22/2020, a Neighborhood Compliance Officer inspected the property located at 1811 West Arlington Road, Bloomington, IN (Hereinafter the "Property") and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the "NOV").
- 3. The NOV was/were issued to Teri Miles (Hereinafter the "Owner") because he is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
- 4. The violations have not been corrected and the NOV were not appealed.
- 5. The NOV were posted in a conspicuous place at the Property in accordance with 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).
- 7. The abatement order should be continuous.

## Status of the Property and Reason for Abatement:

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

## **Staff Recommendation:**

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



## City of Bloomington Housing and Neighborhood Development

On 09/17/2020, 09/24/2020, 10/14/2020, 10/22/2020 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 1811 W Arlington Road. 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.

BPW Meeting Date: 11/10/2020

Abatement Approved: Y/N

Property Owner: Teri Miles

Address: 1811 W. Arlington Road Bloomington, IN 47404

Is this a rental? No

Agent: N/A

Address: 1811 W. Arlington Road Bloomington, IN 47404

Parcel Number: 53-05-29-300-021.000-005

Legal Description: 013-21085-00 PT NE SW 29-9-1W 1.00A; PLAT 506; 1811 N ARLINGTON RD; ANNEXED 3/1/04 FROM 012-21080-00



## City of Bloomington Housing and Neighborhood Development

## **NOTICE OF REQUEST FOR ABATEMENT**

To: Terri Miles ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 1811 W Arlington Rd, Bloomington 47404, under parcel number 53-05-29-300-021.000-005 and whose legal description is 013-21085-00 PT NE SW 29-9-1W 1.00A; PLAT 506; 1811 N ARLINGTON RD; ANNEXED 3/1/04 FROM 012-21080-00 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday November 10<sup>th</sup>, 2020 via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

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

## Fines are not appealed at this meeting

Rental Inspections: (812) 349-3420 Neighborhood Division: (812) 349-3421 Housing Division: (812) 349-3401

www.bloomington.in.gov



## **Notice of Violation**

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

Date 9-17-2020 Time 3: 40 pm Address/location 18/1

W

47404 aplicenton Ra

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: pleade cut all grass on property.

- 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 1. 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.**
- 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 2. 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.
- 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 3. 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.
- 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 4 Department, within seven days of the date of issuance of this NOV.

Owner Na	ame Il	RRÍ	Miles		
Address _	1811	, ,	Prlington	Rd	
City	Bloor	nihy	iton	State	N
Zip Code	4	145	4		

BPW:

Agent Name		
Address		
City	State	
Zip Code		
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/

www.bloomington.in.gov/hand/ 9-24-2020 Time 1:47 pm Address/location 18/1 ARING ton Ka W 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. Warning (No fine due at this time) Ticket# **Fine Due: \$15.00** 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: 凶\$50 □\$100 □\$150 □ Warning (No fine due at this time) Ticket# <u>イレイ 9ス</u> 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). and weeds on Comments: MW all good 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 1. 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.** 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 2 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. 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 3. 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 TERRI Milles Address 1811 W. ARIJEGton Rel. City Blogmungton state M Zip Code 47404	Agent Name
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/

Dat	e Oct. 14,20 Time 11:15 AM Address/location 1811 WARINGTON Rd 47404
Issu	ied by: A/S
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk <i>so as to be visible</i> from the set 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 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#
NO	TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).
pre	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 mises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited 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#
NC	TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
M	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	poxious 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# <u>46623</u>
ŃC	TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
BOOK ADARD	PIRAN MADA All AND
Co	mments: Pflase MM all grass 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.

t Name	Agent N
ess	Address
	City
lode	Zip Code
	Zip ( Mail C

Agent Name	
Address	
City	State
Zip Code	
Mail Copies To: Resident:	Owner: Agent:

Date 10/21/20 Time 1:30 pm Address/location	Bloomington, IN 47402 www.bloomington.in.gov/hand/
Issued by: 218	
<ul> <li>BMC 6.04.110 Carts, containers and other articles to be picked up shall no street more than twenty-four hours prior to the time when such solid waste, re be removed from the street or sidewalk on the same day as the collection is m</li> <li>Fine Due: \$15.00</li> <li>Warning (No fine due a NOTE: Immediate compliance required in order to avoid additional violations/fines assessed)</li> </ul>	cycling or yard waste is to be collected. Carts and containers shall ade.  It this time) Ticket#
<ul> <li>BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any premises, street, alley, either public or private, or to suffer or permit any garba on the premises owned, occupied or controlled by such person either with or v</li> <li>Fine Due: □\$50 □\$100 □\$150 □ Warning (No fine du NOTE: Immediate compliance required in order to avoid additional violations/fines assessed</li> </ul>	ge, recyclable materials or yard waste to be placed or deposited vithout the intent to remove, cover or burn it. e at this time) Ticket#
BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground wi or noxious plants beyond the height of 8 inches or to such extent that the grow Fine Due: \$50 \$100 \$150 \$ Warning (No fine du NOTE: Immediate compliance required in order to avoid additional violations/fines assessed	th is detrimental to the public health and constitutes a nuisance. <b>IE at this time)</b> Ticket# 466 8 5
Comments: MM all Grass on proper	
<ol> <li>Fine must be paid within 2 weeks from date of issuance of the Notice of Violation Department for further enforcement action. This NOV must be returned with pay above. Please make check/money order payable to "The City of Bloomington Circuit Courts.</li> <li>Fines shall not attach to non-possessory residential rental property owner(s) for a exact copy of any and all leases in effect during the time period covered by the N responsible for fines due. A non-possessory residential rental property owner is th Property owner(s) shall otherwise be held responsible for fines if a lease is not pr</li> </ol>	ment. You may pay in person or mail payment to the address listed ." All fines listed above may be contested in the Monroe County period of seven (7) days provided HAND is presented with a true and DV (per occurrence), at which time said tenant(s) shall be held the owner of record, but one that is not a resident of said property. esented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Ci	reuit Courts in assessing fines, ordering remediation of the property (the

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- 4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name TERRI MILES	Agent Name
Address 1811 W ARLINGTON RD	Address
City BLOOMINGTON State IN	City State
Zip Code 47404	Zip Code
BPW:	Mail Copies To: Resident: Owner: Agent:



In a was eval according to inclusive instructions size should be used with honorals Outer 2 ALL local while gordes Outer 2 ALL local while gordes Do not alter to store surface Heep Strept of a fall times



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Monroe County, IN 1811 W Arlington RD 39 DEGREES NORTH (855) GIS-3939







#### Parcel Information

Owner Name	Miles, Terri
Owner Address	1811 W Arlington Rd Bloomington, In 47404
Parcel Number	53-05-29-300-021.000-005
Alt Parcel Number	013-21085-00
Property Address	1811 W Arlington Rd, Bloomington, In 47404-2117
Property Class Code	511
Property Class	1 Family Dwell - Unplatted (0 To 9.99 Acres)
Neighborhood	Prow Road - Bc - A, 53005003-005
Legal Description	013-21085-00 PT NE SW 29-9-1W 1.00A; PLAT 506; 1811 N ARLINGTON RD; ANNEXED 3/1/04 FROM 012-21080-00

#### Taxing District

Township	Bloomington Township
Corporation	Monroe County Community
Taxing District Name	Bloomington City-bloomington T
Taxing District Number	005

#### Land Description

Land Type	Acreage	Dimensions
9	1.00	

#### Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Unknown			Wd	
2002-12-17	Platinum, Dev Llc		0	Wd	
2007-06-04	Miles, Terri			Wd	\$75,000.00

#### Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2020-03-20	Annual Adjustment	\$25,000.00	\$43,100.00	\$68,100.00
2019-03-12	Annual Adjustment	\$25,000.00	\$40,200.00	\$65,200.00
2018-03-21	Annual Adjustment	\$25,000.00	\$40,200.00	\$65,200.00
2017-03-30	Annual Adjustment	\$25,000.00	\$39,600.00	\$64,600.00
2016-05-02	Annual Adjustment	\$25,000.00	\$51,300.00	\$76,300.00
2015-05-27	General Revaluation	\$25,000.00	\$50,700.00	\$75,700.00
2014-05-15	Annual Adjustment	\$25,000.00	\$50,000.00	\$75,000.00
2013-06-03	Annual Adjustment	\$25,000.00	\$51,300.00	\$76,300.00
2012-06-27	Annual Adjustment	\$25,000.00	\$50,200.00	\$75,200.00
2011-06-08	Annual Adjustment	\$25,000.00	\$50,400.00	\$75,400.00
2010-03-01	Annual Adjustment	\$25,000.00	\$50,400.00	\$75,400.00
2009-03-01	Miscellaneous	\$25,000.00	\$50,400.00	\$75,400.00
2008-03-01	Miscellaneous	\$25,000.00	\$50,400.00	\$75,400.00
2007-03-01	Miscellaneous	\$17,500.00	\$42,800.00	\$60,300.00
2006-03-01	Miscellaneous	\$15,000.00	\$40,000.00	\$55,000.00
2005-03-01	Miscellaneous	\$15,000.00	\$28,100.00	\$43,100.00
2004-03-01	Miscellaneous	\$15,000.00	\$28,100.00	\$43,100.00

#### Sales

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Sale Date	Sale Price	Buyer Name	Seller Name

#### **Public Utilities**

WaterYSewerNGasYElectricityY		
Gas Y Electricity Y	Water	Y
Electricity Y	Sewer	Ν
	Gas	Y
AU	Electricity	Y
All N	All	N

#### **Exterior Features**

Exterior Feature	Size/Area
Patio, Concrete	128
Porch, Enclosed Frame	56

#### **Special Features**

De	escription	Size/Area

#### Summary of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Utility Shed	С	A	2000	2000	80
Single-family R 01	D+2	F	1924	1953	1,017

Accommodations Bed Rooms 2 Finite of Reserve C
Finished Desma
Finished Rooms 6
Plumbing
Full Baths 1
Full Baths Fixtures 3
Half Baths
Half Baths Fixtures
Kitchen Sinks 1

#### Other Residential Dwelling

Heat Type	Central Warm Air
Fireplaces	
Attached Garages	

#### Floors

Floor	Construction	Base	Finished
1	Wood Frame	1,017	1,017
C		919	
S		98	



#### Parcel Information

Parcel Number	53-05-29-300-021.000-005
Tax ID	013-21085-00
Owner Name	Miles, Terri
Owner Address	1811 W Arlington Rd Bloomington, In 47404
Legal Description	013-21085-00 PT NE SW 29-9-1W 1.00A; PLAT 506; 1811 N ARLINGTON RD; ANNEXED 3/1/04 FROM 012-21080-00

#### 2019 PAY 2020

#### Deductions

Туре	Amount
Mortgage	\$3,000.00
Supplemental Hsc	\$9,128.00
Standard Hmst	\$39,120.00

#### Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Bloomington City Bloomington Tw	p Spring Installment	\$142.21	\$142.21	\$0
Bloomington City Bloomington Tw	p Fall Installment	\$142.21	\$142.21	\$0
Bloomington City Bloomington Tw	/p Year Total	\$284.42	\$284.42	\$0

#### 2018 PAY 2019

#### Deductions

Туре	Amount

#### Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Bloomington City Bloomington T	vp Spring Installment	\$143.22	\$143.22	\$0
Bloomington City Bloomington T	vp Fall Installment	\$143.22	\$143.22	\$0
Bloomington City Bloomington T	vp Year Total	\$286.44	\$286.44	\$0

#### **Overlay Report**

#### Overlay by Landuse and Soil

PIN 18 Total Acreage Total Adj. Acreage	53-05-29-300-021.000-005 0.830 1.000			
Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Ctb	5	Non-tillable Land	0.467	0.562
Ctc	5	Non-tillable Land	0.324	0.391
Ctb	82	Agric Support-public Road	0.026	0.032
Ctc	82	Agric Support-public Road	0.013	0.015

#### Overlay by Landuse

\_

PIN 18	53-05-29-300-021.000-005		
Total Acreage	0.830		
Total Adj. Acreage	1.000		
Land Use Code	Land Type	GIS Acreage	Adj. Acreage
5	Non-tillable Land	0.791	0.953
82	Agric Support-public Road	0.039	0.047
Unk		0.000	0.000

## <u>City of Bloomington's Board of Public Works</u> <u>Order Of Abatement for NOV</u> <u>(excessive growth)</u>

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on 09/17/2020, 09/24/2020, 10/14/2020, and 10/22/2020 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 10, 2020.

The Board of Public Works now finds as follows:

- Teri Miles (Hereinafter the "Owner") owns the real estate located at 1811 West Arlington Road, Bloomington, IN, and whose legal description is 013-21085-00 PT NE SW 29-9-1W 1.00A; PLAT 506; 1811 N ARLINGTON RD; ANNEXED 3/1/04 FROM 012-21080-00. (Hereinafter the "Property").
- 2. On 5 on 09/17/2020, 09/24/2020, 10/14/2020, and 10/22/2020, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
- 3. The NOV 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 reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
- 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 10th Day of November, 2020.

Kyla Cox Deckard, President Board of Public Works City of Bloomington The Board of Public Works meeting was held on Tuesday, October 27<sup>th</sup>, 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

## REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

## ROLL CALL

Present: Kyla Cox Deckard Beth H. Hollingsworth Dana Palazzo

City Staff: Adam Wason – Public Works April Rosenberger – Public Works Norm Mosier – Housing and Neighborhood Dev. Neil Kopper – Planning and Transportation Roy Aten – Planning and Transportation Sara Gomez – Planning and Transportation Daniel Dixon – City Legal Jacqueline Moore – City Legal Jennifer Lloyd – City Legal Jason Moore – Bloomington Fire Department Jayme Washel – Bloomington Fire Department

None

Synthesis Inc. – Indianapolis, \$34,800

DELV Design- Indianapolis, \$34,000 with \$2,000 reimbursable expenses

Access Architecture- Indianapolis, \$45,000

Shive Hattery – South Bend, \$52,731

Springpoint – Bloomington, \$16,000

Martin Riley Architects and Engineers - Fort Wayne, \$15,500

## MESSAGES FROM BOARD MEMBERS

## OPENING OF SEALED BIDS FOR RENOVATION OF FIRE STATION 1

## 1. Appeal Trash Citation # 46577 1203 N. Lincoln Unit A

Daniel Dixon, City Legal asked appellant to state his case. Gavin Powell appeared on behalf of Brent Abbott stated appeal. Powell stated that he and his roommates had moved in 8/23/20 and had not received warnings, just received the fine. Norm Mosier, Housing and Neighborhood Dev. explained history of warning and violations that had been given on this property. Dixon explained the wording of the Violation. See meeting packet for details.

**Board Comments:** Hollingsworth asked that since this was the first Violation they had received since moving in on 8/23/20, could the violation be changed to a warning? Adam Wason, confirmed lease starting on 8/23/20. Mosier, stated if they could keep the property clean the Violation could be reduced to a Warning. Cox Deckard clarified that the fine for the Cans at Curb could not be dealt with by the Board only the Trash Violation. Dixon Confirmed. Palazzo suggested marking Trash Bins with each unit number.

Hollingsworth made a motion to change Violation to a Warning. Palazzo seconded the motion. Motion is passed.

## 2. Appeal Trash Citation #46566 416 N. Lincoln Apt. 2

Sam Lyon, Appellant, appeared to state appeal. Explained that there is 8 units in the Apartment Building and only 2 trash cans. Lyon did not understand why he is the only person to receive a Violation. Mosier, HAND, explained the history of his visits to the property.

See meeting packet for details.

**Board Comments**: Hollingsworth asked if the trash can was actually the Appellant's bin. Cox Deckard clarified that the trash bins were used as communal trash bins. Hollingsworth questioned is they had a Citation before. Mosier said they had not.

Hollingsworth asked why this was a fine. Mosier explained it was because he had personally spoken to someone at the apartment. Hollingsworth made a motion to deny the Appeal at 416 N. Lincoln. Palazzo seconded the motion. Motion is passed.

## PETITIONS & REMONSTRANCES

- 1. Approval of Minutes October 13, 2020
- 2. Resolution 2020-54: Approve Disposal of Surplus Property Parking Enforcement
- 3. Approve Extension of Resolution 2020-28: Temporary Closure of Kirkwood to Expand Existing Seating Encroachments
- 4. Approve Outdoor Lighting Service Agreement for Atwater Ave. from Highland to Mitchell with Duke Energy
- 5. Approve Outdoor Lighting Service Agreement for Showers Complex Phase I and II with Duke Energy
- 6. Approve 2021 Service Agreements for Maintenance and Repair at City Hall Facilities
- 7. Approval of Payroll

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

Neil Kopper, Planning and Transportation, presented the Memorandum of Understanding with City of Bloomington Utilities for Construction Cost Sharing on the 7<sup>th</sup> Street Bike Lane Improvements Project. See meeting packet for details.

**Board Comments:** Hollingsworth asked when construction would start. Kopper answered that it should start in summer of 2021. Hollingsworth made a motion to approve Memorandum of Understanding with City of Bloomington Utilities for Construction Cost Sharing on the 7<sup>th</sup> Street Bike Lane Improvements Project. Palazzo seconded. Motion is passed.

## **CONSENT AGENDA**

## **NEW BUSINESS**

Approve MOU with CBU for Construction Cost Sharing on the 7<sup>th</sup> Street Bike Lane Improvements Project Neil Kopper, Planning and Transportation, presented Preliminary Engineering Contract with VS Engineering, Inc. for the 1<sup>st</sup> Street Reconstruction Project. See meeting packet for details.

**Board Comments:** Hollingsworth asked when Engineering work will start. Kopper responded that the Notice to Proceed will have to wait until funding is approved next week, but VS has already scheduling to get started. Cox Deckard followed up that this design will have to work closely with the final design of the redevelopment of that property and that it would be ongoing throughout the process. Hollingsworth made a motion to Approve Preliminary Engineering Contract with VS Engineering, Inc. for the 1<sup>st</sup> Street Reconstruction Project. Palazzo seconded. Motion is passed.

Roy Aten, Planning & Transportation, presented Construction Inspection Contract with American Structurepoint, Inc. for the Jackson Creek Trail Phase II Project. See meeting packet for details.

**Board Comments:** Palazzo made a motion to Approve Construction Inspection Contract with American Structurepoint, Inc. for the Jackson Creek Trail Phase II Project. Hollingsworth seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Request for Right-of-Way at 319-320 W 3<sup>rd</sup> Street by Gilliate General Contractors. See meeting packet for details.

**Board Comments:** Hollingsworth commented that there are a lot of different dates in this project. Asked if inclusive dates are November 2, 2020- July 1, 2021? Tom with Gilliate confirmed. Hollingsworth questioned appropriate signage. Tom with Gilliate confirmed that all signage is prepared. Cox Deckard thanked Gilliate for including in the design a walkaround. Hollingsworth made a motion to Approve Request for Right-of-Way use at 318-320 W 3<sup>rd</sup> Street by Gilliate General Contractors. Palazzo seconded. Motion is passed.

Jennifer Lloyd, City Legal, presented Approve Amendment to Purchase Agreement with E-One for Aerial Fire Apparatus. See meeting packet for details. Approve Preliminary Engineering Contract with VS Engineering, Inc. for the 1<sup>st</sup> Street Reconstruction Project

Approve Construction Inspection Contract with American Structurepoint, Inc. for the Jackson Creek Trail Phase II Project

Approve Request for Rightof-Way use at 318-320 W 3<sup>rd</sup> Street by Gilliate General Contractors

Approve Amendment to Purchase Agreement with E-One for Aerial Fire Apparatus **Board Comments:** Hollingsworth asked if delivery is expected in January 2021. Lloyd Confirmed. Hollingsworth made a motion to Approve Amendment to Purchase Agreement with E-One for Aerial Fire Apparatus. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, presented Approve Renewal of Contracts for Primary and Secondary Asphalt Suppliers with Milestone Contractors, L.P. and E&B Paving, Inc. See meeting packet for details.

**Board Comments:** Hollingsworth questioned if this is for the next year. Wason confirmed that it is for 2021. Palazzo made a motion to Approve Renewal of Contracts for Primary and Secondary Asphalt Suppliers with Milestone Contractors, L.P. and E&B Paving, Inc. Hollingsworth seconded. Motion is passed.

Adam Wason, Public Works, presented Approve Cooperation Services Agreement Program Partnership with Big Boys Moving, LLC in conjunction with Made Up Minds. See meeting packet for details.

## **Board Comments:**

Hollingsworth asked if Big Boys Moving, LLC is local. Wason confirmed. Hollingsworth asked if project will start right now or in 2021. Wason said that the project would start now, but the City will encumber funds for 2021 to continue the project for 14 to 16 months. Palazzo asked if the goal will be to transition employees to City employees. Adam responded that it is a possibility. Hollingsworth made a motion to Approve Cooperation Services Agreement Program Partnership with Big Boys Moving, LLC in conjunction with Made Up Minds. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, presented Approve Cooperation Services Agreement Program Partnership with Centerstone. See meeting packet for details.

**Board Comments:** Palazzo asked is all the positions are living wage positions. Wason confirmed. Palazzo made a motion to Approve Cooperation Services Agreement Program Partnership with Centerstone. Hollingsworth seconded. Motion is passed.

Approve Renewal of Contracts for Primary and Secondary Asphalt Suppliers with Milestone Contractors, L.P. and E&B Paving, Inc.

Approve Cooperation Services Agreement Program Partnership with Big Boys Moving, LLC in conjunction with Made Up Minds

Approve Cooperation Services Agreement Program Partnership with Centerstone Adam Wason, Public Works, talked about leafing season. Wanted to remind the public that leaves need to be in a piles. Asked that leaves be left out of the street, so as to not clog up the storm drains. Thanks to the staff of Public Works. Remind the public that we are not through COVID and to please continue to take precautions.

Jackie, City Legal, asked for authorization to use signature stamps of the Board for the Title Page that needed to be signed for Strand Associates. Title page shows what Strand completed in the Construction Inspection project. The Construction Inspection project had already been passed by the Board previously.

Hollingsworth asked about the refund of adoption fees. Wason confirmed that it is because of the 7-10 day period that is allowed to return animals. Cox Deckard wanted to clarify if certain expenses are related to COVID. Wason confirmed it was a loan program related to COVID. Hollingsworth made a motion to approve claims in the amount of \$1,027,615.72. Palazzo seconded. Motion is passed

Palazzo called for adjournment at 6:42 p.m.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

6

Attest to:

## STAFF REPORTS & OTHER BUSINESS

## **APPROVAL OF CLAIMS**

## ADJOURNMENT



## Board of Public Works Staff Report

Project/Event:	Resolution to uphold the Order to Repair
Petitioner/Representative:	HAND
Staff Representative:	Michael Arnold
Date:	10 November 2020

## Report:

23 March 2018 29 March 2018 03 July 2018 12 December 2018 29 January 2019
11 March 2019
19 April 2019
28 April 2019
24 May 2020
06 September 2019
04 November 2019
23 March 2020
23 July 2020
29 July 2020
31 July 2020
18 August 2020
01 September 2020
28 September 2020
05 October 2020
20 October 2020

**Received Complaint** Sent Order to Repair Sent Past Due Letter **Right of Entry Request Re-sent Right of Entry Request Received Signed Right of Entry** Contractor site visit set Order to Repair Expired Walk-thru property Order to Remove written Sent Order to Remove **Resolution Tabled** Board Upheld Order to Remove Rescind Order to Remove Sent Order to Repair Received Request for Hearing

23 March 2018 - HAND received a complaint regarding this property and the state of deterioration of the roof and the patio roof.

29 March 2018- An Order to Repair the structure was issued for the property.

03 July 2018 - No action was taken to repair the structure so a reminder letter was sent regarding the Order to Repair.

12 December 2018 - No action was taken so a 'Right of Entry, Indemnification and Hold Harmless Agreement' was sent to the owner.

19 December 2018 – Phone conversation with Kathy Mobley and Doris Sims regarding the Right of Entry letter

29 January 2019 – No action on the letter so a second 'Right of Entry, Indemnification and Hold Harmless Agreement' was sent to the owner.

11 March 2019 – Received the signed 'Right of Entry, Indemnification and Hold Harmless' agreement

19 April 2019 – Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

28 April 2019 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

24 May 2019 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

06 September 2019 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

04 November 2019 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

23 March 2020 – Order to Repair Expired

The registered owner died and there are now four owners listed for the property. Charles Mobley, a new recorded owner, requested a walk thru of the property to evaluate the condition of the structure

23 July 2020 – Met on site with Charles Mobley and walked thru the structure

After review of the file and the condition of the structure and the site, it was determined that Orders to Remove should be issued for this property

31 July 2020 – Sent Order to Remove

18 August 2020 – Resolution to uphold the Order to Remove was tabled due to Legal questions regarding the ownership and the estate. It was agreed that the property would be sealed in accordance with Title 17.

01 September 2020 – Order to Remove was upheld by the Board of Public Works.

28 September 2020 – Due to Court cases and legal issues being unresolved, HAND and City Legal decided to rescind the Order to Remove and to issue an Order to Repair.

05 October 2020 – Mailed the Order to Repair to recorded owners as well as Catherine Dawn Mobley and the Estate of Thomas Eugene Mobley.

20 October 2020 – Received request for hearing regarding the Order to Repair from the attorney representing Catherine Dawn Mobley and the Estate of Thomas Eugene Mobley.

**Recommend** Approval Denial by: Michael Arnold

28 September 2020

Catherine Dawn Mobley and the Estate of Thomas Eugene Mobley 605 W  $6^{\text{th}}$  St Bloomington IN 47404

## UNSAFE BUILDING ORDER TO REPAIR

RE: Structure(s) located at 1209 W 11<sup>th</sup> St., Bloomington, Indiana 47404 Legal description of relevant property: 013-36580-00 Abels Lot 12

Records obtained by the City of Bloomington ("City") indicate that you have an interest in the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **REPAIR THE STRUCTURE(S)** at the above-referenced property within **60** days, to wit: commencing on the date of receipt of this Order to Repair. This Order expires two years from date of receipt/or posting on site.

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

- **1.** Contact Monroe County Building Department to determine if a Building Permit is required for the work to be completed.
- 2. If repairs require altering the structure (i.e. changing the roof pitch or removing the porch roof), then the property shall be required to go through the Historic Preservation Commission Demolition Delay process.
- **3.** Repair the roof, including but not limited to, the failing portion on the northwest section of the structure
- 4. Repair the rear porch to be structurally sound. This includes, but is not limited to, the structural supports, the roof structure and the deteriorated roofing materials
- 5. Repair all deteriorated portions of the foundation where mortar and/or stone/block/brick are missing
- 6. Repair all flooring and deteriorated structural supports for the flooring
- 7. Clean and sanitize the interior of the structure and remove the excessive trash and debris from the structure
- 8. Repair or remove the deteriorated shed/accessory structure
- 9. Remove all abandoned/inoperable vehicles from the premises
- **10. Structure to remain sealed to prevent unauthorized entry**
- 11. Contact Housing and Neighborhood Development upon completion

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REPAIR** is being issued as a result of inspection(s) conducted by HAND on 23 July 2020 and a result of the Order to Remove dated 01 August 2020 being rescinded. The inspection(s) revealed that the property is:

X In an impaired structural condition that makes it unsafe to a person or property;

- $\Box$  A fire hazard;
- **X** A hazard to the public health;
- $\Box$  A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
   ; and/or
- □ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The Order to Repair becomes final ten(10) days after notice is given (given is defined to mean the person to whom the Order was issued actually received the notice). The law does not require a hearing prior to this Order being issued.

As a person with an interest in this property you *may* request a hearing regarding this Order. Any request for a hearing must be in writing, be submitted to the HAND Department (401 N. Morton Street, Bloomington, Indiana 47404), and be submitted within ten (10) days of receipt of this Order. If a proper request for a hearing is received, the hearing will be held by the City of Bloomington's ("City") Board of Public Works ("Board") during one of the Board's regularly scheduled meetings. You will be provided the date, time and location of the Board's hearing. If you request a hearing either you or your legal counsel may present evidence, cross-examine witnesses, and present arguments.

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

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

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

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

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




























### BOARD OF PUBLIC WORKS RESOLUTION 2020-53 Unsafe Order for 1209 West 11<sup>th</sup> Street, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Repair** the property located at 1209 West 11<sup>th</sup> Street, Bloomington, Indiana ("Property") because said property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND has issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of November 10, 2020.

## NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now

- Affirms the Order issued by HAND on October 5, 2020.
- Rescinds the Order issued by HAND on October 5, 2020.
- Modifies the Order issued by HAND on October 5, 2020. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions:

### So Ordered this 10<sup>th</sup> Day of November, 2020.

By: \_\_\_\_

Kyla Cox Deckard, President of the Board

)

STATE OF INDIANA ) ) SS:

COUNTY OF MONROE

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_\_, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

WITNESS, my hand notarial seal this	day of	, 20
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My Commission Expires: \_\_\_\_\_

Notary Public Signature

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

Printed Name of Notary



# Board of Public Works Staff Report

Project/Event:	Request from Indiana University for sidewalk closures on North Indiana Avenue and East 8 <sup>th</sup> Street
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Melissa Bagga – Indiana University
Date:	November 10 <sup>th</sup> , 2020

**Report:** Indiana University is replacing retaining walls and the adjacent sidewalks at the northeast corner of N Indiana Ave and E 8<sup>th</sup> St. To complete this work they are requesting a sidewalk closure on the east side of N Indiana Ave from E 8<sup>th</sup> St to E 9<sup>th</sup> St. As part of this closure they will also be closing the right lane of Indiana from E 7<sup>th</sup> St to E 8<sup>th</sup> St to install a pedestrian walk around. IU is also requesting to close the sidewalk along the north side of E 8<sup>th</sup> St from N Indiana Ave to N Fess Ave. This will be done with a pedestrian detour to the south side of E 8<sup>th</sup> St. The closures will be in place from November 5<sup>th</sup>, 2020 through December 23<sup>rd</sup>, 2020.

Indiana University has supplied maintenance of traffic plans for all of the work.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Indiana University for the temporary sidewalk closures.

Recommend Approval Denial by

Paul Kehrberg



CAPITAL PROJECTS

November 3, 2020

Via Electronic Delivery

Board of Public Works City of Bloomington 401 North Morton Street, #120 Bloomington, IN 47404

RE: N. Indiana and 8th St. requested lane restrictions and sidewalk closure, . 8th St. IU Project # 20181041 Mathers Museum Retaining Wall Replacement

Dear Board Members,

Indiana University is executing a retaining wall replacement project at the corner of 8<sup>th</sup> and Indiana and will also be replacing City sidewalk adjacent to the retaining wall. In order to facilitate the project, IU is respectfully requesting the temporary closure of the east lane of North Indiana Ave. between E. 7<sup>th</sup> St and E. 9<sup>th</sup> St. in accordance with the attached Management of Traffic Plan. We are also requesting sidewalk closure on Indiana Ave. from 8th St to 9th St and along the northside of 8th St from Indiana Ave. to Fess Ave. IU is requesting these closures from November 5, 2020 through December 23, 2020.

IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions closure referenced above from November 5, 2020, through December 23, 2020.

Kind regards,

Bart

Melissa Bagga, PLA Landscape Architect Project Manager 812-855-2859 mbagga@iu.edu





# **City of Bloomington**

Public Works Department

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

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

Location: <u>601 E 8<sup>th</sup> street</u>	11/5/20 (From)	12/23/20 (To)	
Type of Closure (check all that a	pply): Maintenance of Traffic (	MOT) Plan Required for ALL e 2 or more Traffic Lanes Alley	
□Sidewalk/Multius	e Path/Trail 🛛 🗆 Bike La	ne Parking Lane	
Reason for Closure: XWo	ork on Sidewalk/Multiuse Pa	th/Trail Uwork in Street	New York Control of Co
□Loading and Unloading □Ut	ility Work	Event 🛛 Work on Private Property	
□Other: _			
<b>Date(s) of Closure:</b> From <u>11/5/20</u> > 2. weeks?(	$\frac{1}{12/23/20} \xrightarrow{\text{To} 12/23/20} \frac{12/23}{20}$	20 Start Time: 7 : 0 a.m. p End Time: 4 : 0 a.m. (n	).m.
<b>Overnight Closure Required:</b>	Pres 🗆 No		<u>س</u>

The applicant hereby certifies and agrees as follows:

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

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### **Applicant Information:**

Name or Organization:Indiana Uni Contact Person (Printed Name):J. Doug Sc	iversity	
Contact Person (Printed Name): J. Doug So	anders	
Contact Email: jdsandere indiana. edu	Contact Phone No.:_ $P$	12-855-1940
Signature:	Date: _	11/2/20
For Administration Use Only		. ,
Approved By:	BPW Staff Director	Date:_
Staff Representative:	Phone#: _	Date:_

Form Updated 2019-03-14



# **City of Bloomington**

**Public Works Department** 

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

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

Location: <u>601 E 8<sup>th</sup> street</u>	11/5/	20(From)	12/23/20 (To)	
	11 that analysis M.	Non-the Contract of the Contract of Contract of the Contract of Contra		and a construction of the sur-
Type of Closure (check a □Complete	e Street Closure XO			□Alley
	/Multiuse Path/Trail	Bike Lane	Parking Lane	
<b>Reason for Closure:</b>	XWork on Sidewa	lk/Multiuse Path/Trail	) UWork in Street	
$\Box$ Loading and Unloading	□Utility Work	□ Special Event	□ Work on Private Prop	perty
□ Other: _			a.	
Date(s) of Closure: From > 2.	$\frac{11/5/20}{\text{weeks?} \times \text{Yes}} \frac{1}{2}$	$r_{0}$ 12/23/20 $\frac{2/23}{2}$	Start Time: 7 : 0	e.m/p.m.
<b>Overnight Closure Requ</b>	ired: Pres	□No	End lime: 7 : 00	a.m. (n.m)

The applicant hereby certifies and agrees as follows:

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

### **Applicant Information:**

Name or Organization:_ Indiana University
Contact Person (Printed Name): JJoug Sanders
Contact Email: jd Sander & indiand. edu Contact Phone No .: F12 - P55-1940
Signature: _ Bland hander Date: _ 11/2/20
For Administration se Only

Approved By: \_

BPW Staff Director

1

Date:\_

Staff Representative:

Phone#:

Date:

Form Updated 2019-03-14



# Board of Public Works Staff Report

Project/Event:	Resolution 2020-55 - Mobile Vendor in Right of Way
Petitioner/Representative:	Maria Gonzalez, Owner of Pili's Party Taco LLC
Staff Representative:	Marnina Patrick
Meeting Date:	November 10, 2020
Staff Representative:	Marnina Patrick

Maria del Pilar Gonzalez, owner of Pili's Party Taco LLC has applied to renew her Mobile Vendor License to operate Pili's food truck #1. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Mexican food.

This application is for one year from November 11, 2020, through November 10, 2021.

Staff is supportive of the request.

**Recommend Approval Denial by** Marnina Patrick

Truck #1



## **MOBILE VENDOR LICENSE APPLICATION**

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

1. License	Length and	I Fee Appli	cation				
Length of							1
License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information			
Name:	Maria del Pilar González		
Title/Position:	Owner		
Date of Birth:	08/31/75		
Address:	2215 S. POCKPOIT Rd.		
City, State, Zip:			
E-Mail Address:	Blooming for IN 47403. Pilis party faco eHotmail.com.		
Phone Number:	Mobile Phone: \$122190539		

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

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

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4. Company Infor	mation				
Name of Employer:					
Address of Employer:					
City, State, Zip:			(		
Employment Start Date:			End Date (If k	(nown):	
Phone Number:					
Website / Email:					
Company is a:	Limited Liability Corporation (LLC)	Corporation	☐ Partnership	Sole Proprietor	☐ Other:

### **5. Company Officer Information**

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

Name Marva del Pilar Concilee	Address 2215 5. Rockport RJ. Bloomington IN 47401
	· · · · · · · · · · · · · · · · · · ·

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

Date of incorporation or organization:	08-22-16
State of incorporation or organization:	08-22-16
(If Not Indiana) Date qualified to transact business in state of Indiana:	08-2216

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

Planned hours of operation:	11:00 AN to 3 AUL	5, 11:00 am - 11:00 put to
Place or places where you will conduct business (If private property, attach written permission from property owner):	109:3. Walnut. 57. Bl	s, 11:00 am - 11:00 pu 04 100 MAGTON IN 971103
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌	No
(If Yes) Provide details		

<ul> <li>A copy of the Indiana registration for the vehicle</li> <li>Copy of a valid driver's license</li> <li>Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license</li> <li>Proof of an independent safety inspection of all vehicles to be used in the business</li> <li>Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:         <ul> <li>Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul> </li> <li>Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.</li> <li>A copy of the business's registration with the Indiana Secretary of State.</li> <li>A copy of the Employer ID number</li> <li>A signed copy of the Standards of Conduct Agreement</li> <li>Fire inspection (if required)</li> <li>Picture of truck or trailer</li> <li>Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler</li> </ul>	8. Yo	u are required to secure, attach, and submit the following:
<ul> <li>Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license</li> <li>Proof of an independent safety inspection of all vehicles to be used in the business</li> <li>Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:         <ul> <li>Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul> </li> <li>Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.</li> <li>A copy of the business's registration with the Indiana Secretary of State.</li> <li>A signed copy of the Prohibited Location Agreement</li> <li>A signed copy of the Standards of Conduct Agreement</li> <li>Fire inspection (if required)</li> <li>Picture of truck or trailer</li> <li>Copy of all applicable permits required by the Monroe County Health Department,</li> </ul>	Ø,	A copy of the Indiana registration for the vehicle
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<ul> <li>Picture of truck or trailer</li> <li>Copy of all applicable permits required by the Monroe County Health Department,</li> </ul>	1	A signed copy of the Standards of Conduct Agreement
Copy of all applicable permits required by the Monroe County Health Department,		Fire inspection (if required)
Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler	2	Picture of truck or trailer
		Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloom	nington Use Only		
Date Received: 11/02/2020	Received By: Marnina Patrick	Date Approved: 11/05/2020	Approved By: Larry Allen

## ....

State Form 48099 (R5/7-17) INDIANA CERTIF Approved by State Board of Accounts 2016	ICATE OF VEHICLE REGISTRATION	
		<ol> <li>INSTRUCTIONS FOR APPLYING PLATE DEC/</li> <li>Verify plate number and decal match.</li> <li>Do not attempt to apply decal if temperature is t -10 degrees Fahrenheit.</li> <li>Clean and dry plate before affxing new decal.</li> <li>Remove decal by bending corner of card under along dotted line.</li> <li>Next, lift up corner of decal where card is crease</li> <li>Decal is fragile peel decal off slowly.</li> <li>Place decal in the upper right corner of your lice plate.</li> <li>Rub or press firmly around edges of decal after a</li> </ol>
PILIS PARTY TACO LLC 2215 S ROCKPORT RD BLOOMINGTON, IN 47403	578 3/3 o 0-	「 ∨ — ∨ > Ⅰ > >

#### BATCH# 9633955 SEQUENCE# 578 3/3

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# STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner Bureau of Motor Vehicles 100 North Senate Avenue Indianapolis, Indiana 46204

### Certification of Driver's Record

For:

IVAN ALEJANDRO MACEDA VELA DOB: 02/27/1982 STATUS: VALID as of 11/06/2018 NUMBER of DOCUMENTS: 1

I, Mark E. Dehn, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

Male

Mark E. Dehn, Director of Driver Records





## STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue Indianapolis, Indiana 46204 Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

## Indiana Official Driver Record

As of 11/06/2018 2:18 pm

\*\* NOTE: The BMV only retains supporting documentation for a period of 10 years \*\*

IVAN ALEJANDRO MACEDA VELA 2303 E 2ND ST APT 7 BLOOMINGTON, IN 47401-5304	License number: 3139-10-8480 License type: OPERATOR License expires: 07/30/2020 License status: VALID SR22: Not needed
Birth date: 02/27/1982 Gender: MALE	Current points: 2 Social Security #:
Physical Description: Height: 5'9" Weight: 165	ibs Hair color: BROWN Eye color: BROWN Donor: T
Endorsements: None	
Pending Endorsements: None	
Restrictions: TEMPORARY	
Pending Restrictions: None	
Suspension Information (* indicates active sus (** indicates closed/ex specialized driving p No Suspensions were found.	xpired active suspensions stayed pursuant to
Pending Suspension Information	
No Pending Suspensions were found.	
<b>Disqualification Information (* indicates active</b> No Disqualifications were found.	disqualifications)
Pending Disqualification Information	
No Pending Disqualifications were found.	
Out of State Withdrawal Information No OOS Withdrawals were found.	
Convictions (* indicates active points)	

Driver numb	er:	3139-10-8480	IVAN ALEJANDRO MAC	EDA VELA			DOB: 02/2	27/1982
Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[*]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

......

Mailing Addresses

.........

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

### Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

#### **Credential Issuance**

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083
Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020
Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472
Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015
Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238
Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

### Remarks

No Remarks were found.

\*\*\*\*\*

\* End of Driver Record \*

## **CITY OF BLOOMINGTON**

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTOR'S NAME D DATE OF INSPECTION TAXICAB COMPANY VEHICLE YEAR <u>1999</u> VIN <u>1966HP32R2</u>	<u>enis Perez</u> 9128 120 _ маке <u>С</u> ћа	2 220 evrolet	INSPECTOR'S	PHONE # (812) 334-8285 PHONE # (812) 334-8285
	PASS	FAIL	COMMENTS	
LIGHTS (Front & Rear)	<u> </u>			
FLASHERS	<u> </u>			
REFLECTORS		00ml	NCTON	
HORN			MOTOR	
WINDSHIELD WIPERS			-	
MIRRORS	_ <u>/</u>			
SEATBELTS	_/			
BUMPER HEIGHT	<u> </u>			
ALL WINDOWS				
MUFFLER	_ <u>/</u>			
TIRES	V			
BRAKES				
DOORS	V			
GENERAL CONDITION OF VEHICLE				

Attach this completed Inspection Sheet with your permit or renewal application and remit to: City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Bloomington, Indiana 47404 812-349-3419

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Additional Comments by I	nspector:	x		
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		<u> </u>	A	
		in the second	1 Acres 1	
	K RLOO	MING	TON	DINDIANA
		5/		
Inspector Signature	under			
Date: 10-1-2	020			
Date				
	1			-

Attach this completed Inspection Sheet with your permit or renewal application and remit to: City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Bloomington, Indiana 47404 812-349-3419



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on												
this certificate does not confer rights to												
PRODUCER				CONTACT Beth Jones								
First Insurance Group				PHONE (812) 331-3230 FAX (A/C, No):								
1405 N. College Avenue				E-MAIL ADDRESS: bethj@figprotects.com								
			INSURER(S) AFFORDING COVERAGE NAIC #									
Bloomington		IN 47404	INSURER A : Burns&Wilcox									
INSURED			INSURER B : Progressive Ins									
Pilis Party Taco LLC			INSURER C :									
1507 W Arlington Rd			INSURER D :									
No. 1975 - 22				INSURER E :								
Bloomington			IN 47404	INSURE								
COVERAGES CERTIFICATE NUMBER: CL2010506835 REVISION NUMBER:												
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOWHAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR LTR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
								000,000				
CLAIMS-MADE 🗙 OCCUR							PREMISES (Ealoccurrence) V	0,000				
							MED EXP (Any one person) \$ 5,0					
A	Y		CL1804510B		04/13/2020	04/13/2021		000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGOREGATE	00,000				
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$ In C	luded				
OTHER:							\$					
							COMBINED SINGLE LIMIT \$ 1,0	00,000				
ANY AUTO					04/13/2020	04/13/2021	BODILY INJURY (Per person) \$					
AUTOS ONLY 🔼 🔼 AUTOS			06078224-3	0			BODILY INJURY (Per accident) \$					
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE \$	4 16 10 16				
							Uninsured motorist \$ 10	0,000				
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$					
EXCESS LIAB CLAIMS-MADE							AGGREGATE \$					
DED RETENTION \$					0		\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER					
	NIA						E.L. EACH ACCIDENT \$					
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$					
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.												
CERTIFICATE HOLDER				CANC	ELLATION							
City of Bloomington 401 N. Morton St, Ste 130		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE										
Bloomington			IN 47402			B	The					

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ADDITIONAL COVERAGES										
Ref #	Descriptior Uninsured	n motorist combined si	ngle limit	Coverage Code UMCSL	Form No.	Edition Date				
Limit 1 1,000,0	00	Limit 2	Limit 3	Deductible Amount Deduc		ctible Type	Premium			
Ref #	Descriptior Medical pa				Coverage Code MEDPM	Form No.	Edition Date			
Limit 1 5,000		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	I		
Ref #	Descriptior Underinsur	n ed motorist combine	d single limit	Coverage Code UNCSL	Form No. Edition Date					
Limit 1 1,000,0	00	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	1		
Ref #	Descriptior	ו	-			Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium			
Ref #	Descriptior	1				Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	L ctible Type	Premium			
Ref #	Descriptior	1				Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	L Ctible Type	Premium			
Ref #	Descriptior	1	Coverage Code	Form No.	Edition Date					
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium			
Ref #	Descriptior	1			Coverage Code	Form No.	Edition Date			
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium			
Ref #	Descriptior	1			Coverage Code Form No.		Edition Date			
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium			
Ref #	Descriptior	1	Coverage Code	Form No.	Edition Date					
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium			
Ref #	Descriptior	1	1			Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
OFADTLCV Copyright 2001, AMS Services, Inc.										

### John Hamilton Mayor CITY OF BLOOMINGTON

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

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

### **RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

Signature

Date Release Signed



2215 S ROCKPORT RD

PILIS PARTY TACO LLC 2215 S ROCKPORT RD

BLOOMINGTON, IN 47403-3339

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX

000130

AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

BLOOMINGTON, IN 47403-3339

#### REGISTERED RETAIL MERCHANT CERTIFICATE Indiana Department of Revenue Government Center North

Indianapolis, Indiana 46204 (317) 233–4015 CONTROL NUMBER 1900155869115

TID: 0159485118 LOC: 001 FID: 32–0503571/0 ISSUED: 04/01/2019 EXPIRES: 03/31/2021

THIS LICENSE: IS NOT TRANSFERRABLE TO ANY OTHER PERSON. IS NOT SUBJECT TO REBATE. IS VOID IF ALTERED.

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, it shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 49CD6AB2–2FA0–0186–E053–0A1318407D86.

With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees, food and beverage tax, and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

Department of the Treasury Internal Revenue Service Ogden, UT 84201

In reply refer to: Aug 26, 2016 32-0503571 0444190358 LTR 147C

PILIS PARTY TACO LLC MARIA GONZALEZ SÓLE MBR 2215 S ROCKPORT RD BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence 1001866411 Customer Service Representative John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

### DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418

f. 812.349.3520

## **Prohibited Location Agreement**

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

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

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

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

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

Vendor: Name: Signature: Date:

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

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

## **Standard of Conduct Agreement**

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

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

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

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

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

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

Vendor: Name: Signature: Date: 10-05-2

## City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

## Temporary Food Vendor

**Date:** 10/12/2020

Business Name: Pilis Party Taco

Address: 1507 W ARLINGTON RD TRCK 1 Bloomington, IN 47404 Phone: HOME 812-219-0539

#### The following permit has been issued:

**Permit No.** 20-0185

**Type:**FOOD Temporary Vender/Cooking

Issued Date: 10/12/2020 Effective Date: 10/12/2020 Expiration Date: 10/12/2021

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.

Digitally signed by Timothy H Clapp 10/12/2020

Inspector: Tim Clapp

Date



Mobile Fo	ood Service Establishm	ent			
Mon	roe County Health Department				
SHOE 1965 COL	Bloomington, IN 47404-3989 812-349-2542				
ER DEPARTMEN 2361 W. RA	PILI'S PARTY TACOS # 1 MARIA DEL PILAR GONZALEZ PPEL AVENUE - ONE WORLD KITCHEN SHARE BLOOMINGTON, IN 47404	2020			
Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.					
Issued JAN 28 2020 By Momes W May pro <u>PERMIT EXPIRES FEBRUARY 28, 2021</u>					
This License Is Not Transferable to Any Other Individual or Location					

## CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2020-55

## Mobile Vendor in Public Right of Way Pili's Party Taco LLC for Truck #1

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

WHEREAS, Pili's Party Taco LLC ("Vendor") intends to seek renewal of a Mobile Vendor License under Bloomington Municipal Code 4.28 for its Truck #1; and

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, from November 11, 2020, through November 10, 2021.

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

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

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

than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

## ADOPTED THIS 10<sup>th</sup> DAY OF NOVEMBER, 2020.

## **BOARD OF PUBLIC WORKS:**

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2020-55** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

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

Maria del Pilar Gonzalez, Owner Pili's Party Taco LLC



# Board of Public Works Staff Report

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Maria del Pilar Gonzalez, owner of Pili's Party Taco LLC has applied to renew her Mobile Vendor License to operate Pili's food truck #2. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Mexican food.

This application is for one year from November 11, 2020, through November 10, 2021.

Staff is supportive of the request.

**Recommend Approval Denial by** Marnina Patrick





## **MOBILE VENDOR LICENSE APPLICATION**

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

1. License	Length and	Fee Appli	cation				
Length of							R
License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information					
Name:	Marva Sel Pilar Genzalez				
Title/Position:	Owner				
Date of Birth:	08-3175				
Address:	32/S S. ROCKPORT Rd.				
City, State, Zip:	BLOOMINGTON IN 47403.				
E-Mail Address:	Pilisparty toco @ Hotmail.com				
Phone Number:	Mobile Phone: 8172190539.				

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

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

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## **4.** Company Information

				and a second second second second	the second second second stand and second
Name of Employer:					
Address of Employer:					
City, State, Zip:					
Employment Start Date:			End Date (If k	nown):	
Phone Number:					
Website / Email:					
Company is a:	Limited Liability Corporation (LLC)	Corporation	☐ Partnership	Sole Proprietor	☐ Other:

## **5.** Company Officer Information

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

Address Name Marra del Pilar Controller 2715 5 ROCKPOH Rd Bloomington 11 41403

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

Date of incorporation or organization:	08/22/16	
State of incorporation or organization:	08/22/16	
(If Not Indiana) Date gualified to transact		

qualified to transact business in state of Indiana:

08/22/18

2

7. Description of pro	oduct or servi	ice to be sold and a	ny equipment to be used	
Planned hours of operation:	11:00a	a llippe	qui	
Place or places where you will conduct business (If private property, attach written permission from property owner):	1095.	Walnuts.	st Bloommyon	MN 97983
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach		- -	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌		NA	
(If Yes) Provide details				

8. Yo	u are required to secure, attach, and submit the following:
$(\mathbf{X})$	A copy of the Indiana registration for the vehicle
E	Copy of a valid driver's license
D	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
	Proof of an independent safety inspection of all vehicles to be used in the business
	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
	• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
I,	A copy of the business's registration with the Indiana Secretary of State.
Ø	A copy of the Employer ID number
Ø	A signed copy of the Prohibited Location Agreement
K	A signed copy of the Standards of Conduct Agreement
$(\Box)$	Fire inspection (if required)
Ø	Picture of truck or trailer
Ø	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

## For City Of Bloomington Use Only

Date Received: 11/02/2020	Received By: Marnina Patrick	Date Approved: 11/05/2020	Approved By: Larry Allen

10 22 01/ EXPIRATION DATI 01/31/21 CURRENT YEAR TAX PRIOR	E DATÉ PUR DATE COUNTY 30/20 08/10/18 53 - MONR E MUNICIPALITY VE BIOOMINGTON EXTAX EX CREDIT DAV CREDIT NET EX 12.00 0.00 0.00 12.0 EXTAX EX CREDIT DAV CREDIT NET EX 0.00 0.00 0.00	CLE YEAR         MAKE         MODEL         VEHICLE IDENTICATION NUMBER         TYPE         COLOR           98         CHE         P30         1GBHP32R2W3304910         VA         WHI/           x         CO. WHEEL/SUR         MUN. WHEEL/SUR         STATE RED FEE         ADMIN FEE         TOTAL           25.00         0.00         45.35         0.00         82.35	INSTRUCTIONS FOR APPLYING PLAT 1. Verify plate number and decal match. 2. Do not attempt to apply decal if temper -10 degrees Fahrenheit. 3. Clean and dry plate before affixing new 4. Remove decal by bending corner of ca
	RE	STRATION LICENSE TYPE SENERAL TRUCK NEW FORMAT Legal Address 2215 S ROCKPORT RD BLOOMINGTON, IN 47403	<ul> <li>along dotted line.</li> <li>5. Next, lift up corner of decal where card</li> <li>6. Decal is fragile peel decal off slowly.</li> <li>7. Place decal in the upper right corner of plate.</li> <li>8. Rub or press firmly around edges of dec</li> <li>V</li> </ul>
	PILIS PARTY TACO LLC 2215 S ROCKPORT RD BLOOMINGTON, IN 474	3 576 1/3 o 0-	>   >

Received in ESD OCT 2 8 2020





# STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner Bureau of Motor Vehicles 100 North Senate Avenue Indianapolis, Indiana 46204

## Certification of Driver's Record

For:

IVAN ALEJANDRO MACEDA VELA DOB: 02/27/1982 STATUS: VALID as of 11/06/2018 NUMBER of DOCUMENTS: 1

I, Mark E. Dehn, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

Malech

Mark E. Dehn, Director of Driver Records



## **BUREAU OF MOTOR VEHICLES**

100 North Senate Avenue Indianapolis, Indiana 46204 Telephone: (888) 692-6841



## Eric J. Holcomb, Governor

**STATE OF INDIANA** 

Peter L. Lacy, Commissioner

## Indiana Official Driver Record

As of 11/06/2018 2:18 pm

\*\* NOTE: The BMV only retains supporting documentation for a period of 10 years \*\*

	•	•
IVAN ALEJANDRO MACEDA VELA 2303 E 2ND ST APT 7 BLOOMINGTON, IN 47401-5304	License number: License type: License expires: License status: SR22:	3139-10-8480 OPERATOR 07/30/2020 VALID Not needed
Birth date: 02/27/1982 Gender: MALE	Current points: Social Security #:	2
Physical Description: Height: 5'9" Weight: 165lbs	s Hair color: BRO\	NN Eye color: BROWN Donor: T
Endorsements: None		
Pending Endorsements: None		
Restrictions: TEMPORARY		
Pending Restrictions: None		
Suspension Information (* indicates active suspe (** indicates closed/exp specialized driving priv No Suspensions were found.	ired active suspens	ions stayed pursuant to
Pending Suspension Information		
No Pending Suspensions were found.		
Disqualification Information (* indicates active di No Disqualifications were found.	isqualifications)	
Pending Disqualification Information No Pending Disqualifications were found.		
Out of State Withdrawal Information		

#### Convictions -- (\* indicates active points)

Driver number:		3139-10-8480	IVAN ALEJANDRO MAC	DOB: 02/27/1982				
Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[*]	Speeding 60/45		BROWN CIRCUIT / 07C011708IF000568			No	No

\_\_\_\_\_

## **Mailing Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

#### Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

#### **Credential Issuance**

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Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083	
Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020	
Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472	
Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015	
Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238	
Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015	

## Remarks

No Remarks were found.

#### \*\*\*\*\*\*

\* End of Driver Record \*

## CITY OF BLOOMINGTON

**Received in ESD** 

007 2 2 2020

# MOBILE VENDOR INSPECTION CHECK SHEET

company performing inspection ( INSPECTOR'S NAME Denis Aguila	armichael	Truck & 1	Automotive Service Inc
INSPECTOR'S NAME Lenis 490114	Percz	NSPECTOR'S	PHONE # $(0 \pi \lambda) = 0 - 0 = 0 = 0$
DATE OF INSPECTION 10/13/202	1		
TAXICAB COMPANY			
VEHICLE YEAR 1998 MAKE Cheu	rolet	MODEL	ρ-30
VIN 1GBHP32R2W3304910	P		
	·		

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	$\checkmark$		
FLASHERS			
REFLECTORS	V		
HORN	V_		
WINDSHIELD WIPERS	<u></u>		
MIRRORS	<u></u>		
SEATBELTS			
BUMPER HEIGHT	/		
ALL WINDOWS	1		
MUFFLER	V		
TIRES	<u></u>		
BRAKES	<u></u>	-	
DOORS	V		
GENERAL CONDITION OF VEHICLE	<u> </u>		

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

Department of Economic and Sustainable Development 401 N. Morton St. Suite 150 Bloomington, Indiana 47404 812-349-3419

*	
	Received in ESE
Additional Comments by Inspector:	
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	- Service Control - Service Control - Service - Se
Inspector Signature	
Date: 10 / 13 / 2020	
	et with your permit or renewal application and
	nomic and Sustainable Development 401 N. Morton St.
Bloo	mington, Indiana 47404 812-349-3419

12



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to								
this certificate does not confer rights to								
PRODUCER				CONTA NAME:	Boar office	s		
First Insurance Group				PHONE (A/C, No	p. Ext); (812) 3	31-3230	FAX (A/C, No):	
1405 N. College Avenue				E-MAIL ADDRE	hothi@fig	protects.com		
					IN	SURER(S) AFFOF		NAIC #
Bloomington			IN 47404	INSURE	RA: Burns&V	Vilcox		
INSURED				INSURE	RB: Progress	sive Ins		
Pilis Party Taco LLC				INSURE	RC:			
1507 W Arlington Rd				INSURE	RD:			
No. 1975 - 22				INSURE	RE:			
Bloomington			IN 47404	INSURE	RF:			
			NUMBER: CL201050683				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT, EXCLUSIONS AND CONDITIONS OF SUCH PC	REME AIN, TH DLICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTR/	ACT OR OTHEF IES DESCRIBE CED BY PAID CI	R DOCUMENT N D HEREIN IS S LAIMS.	MITH RESPECT TO WHICH THIS	
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HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE \$	
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER	
	N/A						E.L. EACH ACCIDENT \$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.								
CERTIFICATE HOLDER				CANC	ELLATION			
City of Bloomington 401 N. Morton St, Ste 130				THE	EXPIRATION D	OATE THEREOI TH THE POLIC'	SCRIBED POLICIES BE CANCELL F, NOTICE WILL BE DELIVERED IN Y PROVISIONS.	
Bloomington			IN 47402	Aomo		Pa	ANS_	

The ACORD name and logo are registered marks of ACORD

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	ADDITIONAL COVERAGES							
Ref #	Descriptior Uninsured	n motorist combined si	Coverage Code UMCSL	Form No.	Edition Date			
Limit 1 1,000,0	00	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
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OFADT	LCV	1	1				Copyright 2001, AN	AS Services, Inc.

## John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130

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

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

#### **RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

Date Release Signe



PILIS PARTY TACO LLC

2215 S ROCKPORT RD

PILIS PARTY TACO LLC 2215 S ROCKPORT RD

BLOOMINGTON, IN 47403-3339

BLOOMINGTON, IN 47403-3339

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX

000130

AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

## REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue Government Center North Indianapolis, Indiana 46204 (317) 233–4015

## CONTROL NUMBER 1900155869115

TID: 0159485118 LOC: 001

FID: 32-0503571/0

## ISSUED: 04/01/2019 EXPIRES: 03/31/2021

THIS LICENSE: IS NOT TRANSFERRABLE TO ANY OTHER PERSON. IS NOT SUBJECT TO REBATE. IS VOID IF ALTERED.

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

310000100002000130000259

(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, it shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 49CD6AB2–2FA0–0186–E053–0A1318407D86.

With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees, food and beverage tax, and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

Department of the Treasury Internal Revenue Service Ogden, UT 84201 and and

In reply refer to: Aug 26, 2016 32-0503571 0444190358 LTR 147C

PILIS PARTY TACO LLC MARIA GONZALEZ SOLE MBR 2215 S ROCKPORT RD BLOOMINGTON IN 47403

#### Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence 1001866411 Customer Service Representative

## John Hamilton Mayor CITY OF BLOOMINGTON

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

## DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418

f. 812.349.3520

## **Prohibited Location Agreement**

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

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

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

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

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

Vendor: Name: Signature: Date:

## **John Hamilton** Mayor CITY OF BLOOMINGTON

## DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418

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

f. 812.349.3520

## **Standard of Conduct Agreement**

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

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

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- $\in$  A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the € provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - The trash and recyclable receptacles shall be emptied sufficiently often to allow 0 disposal of litter and waste by the public at any time;
  - The trash and recyclable receptacles on the mobile food vendor unit shall not be 0 emptied into trash or recyclable receptacles owned by the City of Bloomington;
  - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

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

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

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

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

Vendor: Name: Signature: Date:

## City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

## Temporary Food Vendor

**Date:** 10/22/2020

Business Name: Pilis Party Taco 2

Address: 1507 W ARLINGTON RD Truck 2 Bloomington, IN 47404 Phone: CELL 812-219-0539

#### The following permit has been issued:

**Permit No.** 20-0187

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/21/2020 Effective Date: 10/22/2020 Expiration Date: 10/22/2021

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.

10/21/2020

Inspector: Tim Clapp

Date





 $\mathcal{C}$ 

## CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2020-56

## Mobile Vendor in Public Right of Way Pili's Party Taco LLC for Truck #2

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

WHEREAS, Pili's Party Taco LLC ("Vendor") intends to seek renewal of a Mobile Vendor License under Bloomington Municipal Code 4.28 for its Truck #2; and

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, from November 11, 2020, through November 10, 2021.

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

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

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

than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

## ADOPTED THIS 10<sup>th</sup> DAY OF NOVEMBER, 2020.

## **BOARD OF PUBLIC WORKS:**

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2020-56** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date:

Maria del Pilar Gonzalez, Owner Pili's Party Taco LLC

## Board of Public Works Staff Report

Project/Event:	Application for Renewal of Shared-Use Motorized Scooter Operator License
Petitioner:	Bird Rides, Inc.
Staff Representative:	Michael Rouker, City Attorney Jennifer Lloyd, Assistant City Attorney Alex Crowley, Director Economic and Sustainable Development
Date:	November 10, 2020

**Report**: Bird Rides, Inc. has been operating a shared-use motorized scooter business in Bloomington since September, 2018. When the City instituted a licensing process in Fall, 2019, Bird applied for, and successfully received a one-year license. This application is for a renewal of that license by the Board of Public Works.

City Legal has reviewed the application and finds that it responds to the City's requirements. The application does not substantively differ from the one that was approved last year, except that the per-ride fee has increased from \$0.27/minute to a range of \$0.39 - \$0.49/minute, amount determined by demand, utilization, and additional City fees and charges.

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

Recommend 🛛 Approval

D en ial by Jennifer Lloyd

**Board of Public Works** Staff Report



# **Bloomington** Board of Public Works



Shared-Use Motorized Scooter Operator License Application
public right to inspection under I.C. § 5-14-3-4(a)(4)

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To The Bloomington Board of Public Works:

Thank you for reviewing Bird's application to be a Shared-Use Motorized Scooter Operator in Bloomington. We are grateful to be included in the selection process, and eager to continue providing sustainable first and last mile transportation options for your residents, students, and visitors.

Since we began serving the City in 2018, nearly 30,000 Bloomington residents and visitors (on average 288 unique riders per day) have taken more than 225,000 rides on Birds. That's more than 184,000 miles traveled.

Guided by the rules and regulations set forth by Ordinance 19-09, we would like to lay out the principles that will guide our service in Bloomington. During our future operations in Bloomington, we commit to:

- Work in close coordination with Bloomington's Administration, Council, and community on all aspects of this e-scooter sharing program.
- Abide by all rules and regulations set forth by the City during this program.
- Respect the City's local control, regulation, and management of the public right of way.
- · Continue and further strengthen our close relationship with Indiana University.

We look forward to building on our relationship with Bloomington and demonstrating our growth as a company.



#### **The Bird Difference**

Founded in 2017, Bird provides accessible, affordable, and convenient electric micro-mobility vehicles to cities around the world. Our electric vehicles complement existing transportation infrastructure, and reduce traffic and congestion.

Bird's micro-mobility vehicles are ideal for the first and last mile between public transportation and a rider's final destination, whether it be home, work, class, or out for leisure. We were the first company in the world to obtain a permit to operate a shared e-scooter service. Since launching our operations, we have continuously refined how people move around the world. To date, more than 70 million Bird rides have taken place in over 150 cities and universities globally.

Bird was the only transportation company to receive the 2018 Global Sustainable Development Goal Award for breaking down barriers and integrating profit with purpose. In April 2019, we released a comprehensive safety report where our findings highlighted that cities with strong existing bike infrastructure and a commitment to replacing car trips, much like Bloomington, enjoy safer streets after implementing a scooter sharing program. These and other initiatives showcase our commitment to the safety of the riders and communities we serve.

#### Bird offers each of the following things to the City at no cost:

Safest vehicle track record in the industry	Bird has a track record of more than 70 million rides with a reported injury rate at a fraction of one-percent. Bird's two lines of custom-built scooters, designed and developed in California by our expert vehicle engineering team, have not been subject to any recalls or reports of breakage while riding, or operating system hacks that have plagued other operators.			
Responsible and safe operations	Bird has and will always put the safety of vulnerable road users first. <b>Our Warm-Up Mode</b> softens scooter acceleration, allowing riders to slowly progress to full speed while receiving additional education. Valuable community feedback from survey data inspired Warm-Up mode, nearly 75% of e-scooter riders sought a slower tutorial option. To prevent impaired riding, Sober Start requires passing cognitive quizzes to unlock e-scooters. We will distribute free helmets in Bloomington at community events, in partnership with local businesses and institutions like IU, and through promotions in our app.			
	<complex-block></complex-block>			
Professional local fleet team	Our fleet team has a proven record of success in adjusting operations to deal with inclement weather as well as major events in cities. Further, our team has a multitude of ways for officials and customers to reach us both day and night.			
Robust rebalancing	Our local street team re-balances vehicles multiple times throughout the day to best meet the transportation needs of residents and visitors. In addition, we use machine learning to predict where clustering (the build up of large numbers of vehicles) is likely to occur and deploy a team to the area in advance of vehicle clustering.			
Sustainability	We are committed to using only low-to-zero emission vehicles for charging and maintenance. Our vehicles last longer than any others on the market. On average, the lifespan of many of our vehicles is 18-36 months with proper maintenance. We expect that our latest models will last even longer.			
Complement and increase public transit use	In an effort to increase adoption and usage of public transportation, Bird provides last-mile access to transit, expands catchment areas, and effectively partners with transit providers to make multimodal travel more seamless, such as through trip planning integration and incentivized station parking.			
Accessible and equitable	We are prepared to offer the most generous equity program of any provider: a plan for riders living on low incomes that provides the first 50 rides of 30 minutes or less free of charge every month. This will guarantee eligible Bloomington residents a reliable commute option and greater access to opportunity overall. Our Access program exceeds Bloomington's requirement that operators 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.			

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#### **Bloomington and Bird: progressing together**

While the shift to micro-mobility solutions comes with growing pains, the outcome is incredible - on average, 30 percent of Bird rides are trips that would have otherwise been taken by car. We will continue to provide Birds that are safe, affordable, equitably distributed, and accessible for riders of all abilities. We will put specific emphasis on ensuring economically disadvantaged neighborhoods (and groups such as students on budgets) are aware of Bird's low-income plans. We will also hold events to teach Bloomington riders how to safely Bird, and how to keep the public right of way accessible for everyone.

In addition to the best dockless e-scooter partner, Bloomington deserves the best possible e-scooter product. **Bird vehicles are the safest on the market**; you can tell from our safety record, which stands apart from other operators. Other e-scooter companies have recalled vehicles for issues that we have never had. The reason for this comes down to the way our vehicles are built and tested. We design and test our vehicles in-house to make sure that safety stays at the forefront of every product we make. Bird's vehicles, electrical systems, and batteries comply with stringent U.S. and international safety standards, and have received globally recognized safety certifications.

Bird has always put the safety of vulnerable road users first. Bird has distributed more than 70,000 free helmets in cities around the world and we will continue to distribute helmets in Bloomington both through local partnerships and through our in-app helmet request feature.

Thank you again for the opportunity to continue serving Bloomington. We hope to partner with you to prove that e-scooters can help make Bloomington more sustainable, mobile, and livable.

Respectfully submitted,

SIC.Gr

Samuel S. Cooper Sr. Manager, Government Partnerships in Government Partnerships

#### 1. Application and License Information

Bird agrees not to operate as a shared-used motorized scooter operator in the City of Bloomington without first obtaining a license from the Board of Public Works.

#### 2. Applicant Information

Name of Company	Bird Rides, Inc.
Address of Company	406 Broadway #369
City, State, Zip	Santa Monica, CA 90401
Phone Number	1-866-205-2442 24
Website	www.bird.co
Email	hello@bird.co
Social Media Website	Twitter: @BirdRide Instagram: @Bird https://www.bird.co/bloomington

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

Name of Company:	
Address of Company:	
City, State, Zip:	
Phone Number:	
Website:	
Email	
Social Media Website	
Addresses/Handles:	
Company is a(n):	LLC _XCorporationPartnershipSole ProprietorOther

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

Date of Incorporation or Organization:	04-27-2017
State of Incorporation or Organization:	Delaware
(If not Indiana) Date qualified to transact	
business in the State of Indiana:	6/21/2018
Employer Identification Number	821399939

#### 5. Prior licenses

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

<u>X</u> Yes

No

If Yes, provide details:

Bird has a tremendous track record with cities in which it has been granted a permit. Bird has never had a permit revoked with the exception of the following:

The only instance where it could be construed that Bird's permit was revoked is with the City of Charlottesville, VA. Bird was granted permission to operate in Charlottesville as part of their pilot program in January 2019. Bird removed its vehicles from Charlottesville in mid-June 2019 to replace its older units with updated models. In August 2019, the City revoked Bird's ability to participate in the pilot program through its conclusion in December 2019. The City of Charlottesville invited Bird to re-apply to its permanent dockless program once enacted.

#### 6. Descriptions, Pricing, and Service

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

Scooter Make	Scooter Model	Color
Bird	Bird Zero	Black and White
Bird	Bird One	Black and White

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

Pricing is clearly communicated to riders via the app. Riders can view pricing for their current location under the app's "Payments" tab.

Any updates to the pricing structure are formally communicated to riders before their next ride through a push notification or banner. Riders get a receipt that displays the final ride price at the end of each trip. This information is also available in their ride history.

Bird offers the following pricing plans in Bloomington:

Plan	Schedule of rates	
Standard	\$1 to unlock, plus \$0.39-\$0.49 per minute based on demand, utilization, and additional city fees and charges	
Bird Access (for eligible low-income individuals)	50 rides each month of 30 minutes or less for free. Participants have an unlimited number of rides for an additional \$5 a month.	
Red, White and Bird (for active-duty U.S. Service Members and veterans)	\$1 unlock fee waived; \$0.39 per minute.	
Semester membership	A subscription plan that provides a 10% usage-based discount to Indiana University- Bloomington students.	
Bird rentals	A new offering that gives people an annual or monthly access to a Bird for a flat rate of \$200/year (\$99/semester) or \$39/month.	

#### **Bird Access**

Bird Access is our low-income assistance plan, which provides free and discounted rides to qualifying riders on a monthly basis. Anyone currently enrolled in or eligible for a city, state, or federal assistance program (including, but not limited to, Medicaid, SNAP/ LINK, discounted utility bills, discounted bus passes, etc.) will qualify for Bird Access.

Bird Access participants can continue using Birds once they've reached the 50 free rides at the low cost of \$5 a month. This guarantees eligible riders will have an affordable commute option, and ensures all riders have access to our transportation alternatives. Subscribing individuals will be covered for one year from their enrollment date, at which time they can submit to requalify for another year. Bird's Access program exceeds Bloomington's requirement that Bird 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.

To apply, eligible riders are required to email their full name, phone number and proof of eligibility to access@Bird.co. Approval will take approximately two to three business days. Bird will work with the City and community organizations to identify appropriate qualification indicators for Bird Access.

#### **Red, White, and Bird**

Bird will offer our Red, White, and Bird program in Bloomington. Designed to increase the accessibility of our service to U.S. military members and veterans, the program will allow eligible riders to unlock and ride Birds without the initial \$1 base fee every time they ride.

To enroll, eligible riders will be required to email their U.S. military identification or proof of military service, along with their full name and phone number to <u>one@bird.co</u>. Approval will take approximately two to three business days.

#### **Semester Membership**

We will offer a subscription plan (or pre-load) that will provide a 10% usage-based discount to Indiana University-Bloomington students. We offer a number of benefits associated with usage and membership. Some examples include:

· Discounts based on the number of trips purchased.

• Discounted or free rides based on the neighborhood where the ride begins, providing promotional opportunities specific to the Bloomington community.

- Promotions from integrated local businesses and community organizations that serve the Bloomington community.
- Multi-modal payment system discounts, such as discounts for using as a last-mile solution for transit.

#### **Annual Memberships: Bird Rentals**

#### Helping the community

For qualifying Indiana University-Bloomington students, faculty, and staff, we will offer the above Bird Access plan that provides the first 50 rides up to 30 minutes per month free of charge.

Bird is also partnering with community organizations in cities across the nation to make Bird Rentals available at an affordable rate to underserved communities and transit deserts that need last-mile transportation solutions the most. Bird Rentals is a new offering that gives people annual or monthly access to a Bird for a flat rate of \$200/year (\$99/semester) or \$39/month. With personal rentals, commuters can enjoy the freedom of unlimited environmentally friendly rides to go anywhere they want, when they want. A waitlist for all students is available at www.campus.bird.co.

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

Bird prioritizes the safety of our riders, vehicles, and the communities we serve. For this reason, the scooters we operate in Bloomington are continually checked to ensure safety and the highest functionality.

#### i. Safety inspection program

Our safety inspection process is outlined below:

Frequency with which each vehicle is checked for safety

Bird personnel inspects each vehicle for safety daily on the street as well as weekly in our service center. To guarantee that these daily and weekly checks happen, Bird uses a system that tracks the exact time of maintenance for every vehicle. To maintain vehicles and ensure safe operations, Bird performs the following:

Pre-launch safety testing	Each Bird undergoes a 102-point quality assurance inspection, including a hands-on validation test to examine braking and steering.		
Safety maintenance	Our field team inspects every device daily on the street as well as weekly in our service center. To guarantee that these daily and weekly checks happen, Bird uses a system that tracks the exact time of maintenance for every vehicle. We also use algorithms and machine learning to identify devices that ma require attention proactively, and perform preventative inspections when necessary.		
Service location maintenance & repair	Each vehicle is inbounded by our team, then inspected, triaged, and tagged. Vehicles move through the logistic warehouse repair flow, receiving service from Fleet Managers who specialize in specific repair points until they pass quality assurance protocols.		
Cleaning regime and hygiene proposals in light of Covid-19	In compliance with all government guidelines, we use safety glasses, masks and gloves, along with enhanced cleaning protocols, including but not limited to sanitizing vehicles every time they are serviced or charged, and conducting daily in-field sanitization on high-touch surfaces including bells, throttles and handlebars. Bird uses government approved disinfectant that forms an antimicrobial coating, bonding to surfaces and killing 99.99% of germs, keeping surfaces hygienic up to 30 days.		

#### **Predictive maintenance**

Bird has a proprietary system that allows us to predict when vehicles will be in need of repair and isolate them for service. Using a variety of algorithms and machine learning techniques, we proactively identify vehicles that may require service or attention. Bird's predictive capability preemptively marks vehicles in the Bird system so they are removed from the rider map immediately, and dispatches our local team to inspect the vehicle and make repairs as necessary.

#### **Periodic maintenance**

Bird also uses a time-guided system to ensure that every vehicle is inspected and serviced each week, even if it is not identified for predictive maintenance or otherwise flagged by the Bird team or a rider. As mentioned above, our vehicles will be fully inspected and serviced at least once a week in our service center. Bird tracks exactly when a vehicle last received maintenance to ensure our vehicles are safe and high-functioning. If a vehicle needs service, Bird dispatches a local team member to retrieve the vehicle to bring it in for maintenance.

#### **Cleaning maintenance**

Bird upholds stringent minimum standards for cleaning. In addition to routine maintenance, our local team cleans vehicles once a week. We also clean the vehicles whenever they enter a service center. During a process we call Bird Baths, vehicles are wiped down and vehicle parts are cleaned.

#### ii. Ensuring compliance with the City's safety requirements

Bird will ensure compliance with 100% of the City's safety requirements as listed in Section 10 of Pg. 5 of the Application, and from BMC 15.58, as described below.

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

A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.

B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.

C. All scooters must be equipped with a bell, horn, or other lawful signaling device.

D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.

E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.

F. The following items must be displayed on each scooter:

- a. The required 24-hour phone number stated in this application;
- b. The Operator's website;
- c. Mobile application information for the Operator;

d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to

pedestrians, and are required to follow proper parking procedures.

## **Bird**One

- Bell
- 2 Unique ID
- ③ Front light
- 4 Brakes
- 5 Logo
- 6 Solid tires
- 7) Decal
- (8) Kickstand
- (9) Rear Brake light



UNIQUE ID



SAFETY DECAL



License Required No Riding on Sidewalks No Double Riding 18+ Years Old

HELLO@BIRD.CO 1-866-205-2442



G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.

H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.

I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.

J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).

K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

All shared-use motorized Bird scooters are compliant with all applicable American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards. If additional organizations similar to those listed establish standards applicable to shared-use motorized scooters, and the Board of Public Works requires that all shared-use motorized scooters comply with said additional standards, Bird will comply.

#### Safety Standard Compliance

Our vehicles are subjected to rigorous testing at our Research and Development lab and verified test labs in the USA, APAC, and the EU. Bird's vehicles, electrical systems, and batteries comply with all applicable U.S. and International standards, and have received globally recognized safety certifications.

The Bird One vehicle has the following certifications:

- UL 2271 (US Battery Standard for Light Electric Vehicles)
- UL 2272 is in progress
- UL 1642 Certification
- IP67 battery waterproofing
- FCC 47 CFR Part 15
- Flammability Test Report
- Material Safety Data Sheet (MSDS)
- Battery CB (IEC/EC 62133-2:2017)
- UN 38.3 (Battery Safety certification for Transportation)
- RCM (Regulatory Compliance Mark for telecommunications Equipment)

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):

#### i. Local staffing plan

#### **Identifying and Recruiting Fleet Managers**

When it comes to hiring staff, Bird is focused on creating meaningful employment opportunities in the City of Bloomington. Through our Bloomington Fleet Management Program, Bird engages with locally-owned and operated businesses, logistics partners and entrepreneurs—many of which have been forced to consider closing their doors or reducing their workforce due to COVID-19—to provide a meaningful revenue opportunity. We identify and recruit our Fleet Managers directly from the community, only executing contracts with applicants who are able to successfully demonstrate the ability to manage a portion of Bird's fleet. Our Bloomington Fleet Managers are known in their communities. They're forces for good with reputations for hiring locally and going the extra mile to serve their neighborhood. When we execute a contract with a Fleet Manager, Bird commits to providing long-term support, resources and real opportunities for revenue. Additionally, we offer support and guidance relating to any initially required operational set up to ensure a smooth ramp-up.

While Bird continues to maintain certain in-house staff and operations, our goal is to make a lasting positive impact on the communities we serve, specifically by deepening our local roots and working toward our company-wide goal of prioritizing opportunities for traditionally underserved communities, minorities, women, differently-abled populations and other groups at risk of exclusion from social or financial opportunities.

Identifying and Recruiting Fleet Managers Strong local knowledge and a deep understanding of each city's unique infrastructure and neighborhood complexities are key to the success of an efficient and city-friendly scooter operation. We recruit our Bloomington Fleet Managers directly from the community, focusing on providing opportunities to small, locally-owned businesses and entrepreneurs impacted by COVID-19. However, before partnering with a prospective Fleet Manager, they undergo rigorous vetting to ensure they meet and exceed our standards for operational excellence.

When searching for local partners, we assess candidates based on the following criteria:

- Whether they are a trusted member of the local community with strong references.
- How they staff their teams (more long-term arrangements with opportunities for advancement as opposed to short-term, temporary work) and whether they intend to pay a real living wage.
- · Commitment to provide the safest and most reliable service Commitment to hiring locally.
- Commitment to developing or expanding any existing diversity and inclusivity policies in recruitment and retention.
- Existing local infrastructure (e.g., warehouse facility or other work space with ample charging and storage) certified for safe use by local workplace safety standards.
- Commitment to use renewable energy to charge vehicles.
- · Commitment to use zero emission vehicles for deployment, rebalancing and collection.
- Experience managing logistics or operations, with a strong preference for shared micromobility.

We only partner with Fleet Managers to complement our operations if they are able to demonstrate real commitment to running a sustainable and city-friendly operation, and ensuring the highest safety and quality standards for Bird, the community and, most importantly, our riders. During the initial engagement process, we inform candidates of the Key Performance Indicators (KPI) and Service Level Agreements (SLA) they will be required to meet in order to remain in partnership with Bird

#### **Organizational Structure and Staffing**

Bird's operations team oversees our work in Bloomington, supported by Fleet Managers sourced from our Bloomington Fleet Manager program and on-boarded directly from the community. These local efforts will be supported by Bird's central teams, and with tools and best practices honed over millions of rides.

Team Roles Responsibilities		Employment Type	Expected Number of Roles
Operations Leadership (General Manager, Operations Associates)	Oversee field and service location teams. Liaise with local stakeholders and broader community. 24-hour contact for City staff for all questions and concerns related to deployment, charging, rebalancing and fleet operations in the City. Operations leadership liaises internally with our Engagement Managers to ensure all City concerns are addressed and resolved swiftly.	Full-Time, in- House.	3
Engagement Manager Manages all Bloomington Program Fleet Managers. 24-hour point of contact for Fleet Managers. Ensures Fleet Manager compliance with local rules and regulations. Sets KPIs and SLAs and schedules regular check-ins with Fleet Managers to track progress.		Full-time, in- House	1
Bloomington Program Fleet Managers	Deploy, rebalance and collect Birds for charging and/or maintenance.	Contractor	4
Service Location Team (Drivers and Mechanics)Maintain, clean and charge Birds at central maintenance hubs. Provide support (maintenance, IT, backend support) to Fleet Managers during service center drop-in hours.		In-House	4
Customer Service (Central Bird Team)	Collect and help remediate requests from riders or the public.	Full-time, in- House.	100

#### **Daily Operations Cycle**

Riders will be able to rent and ride Bird scooters throughout the day. Bird will maximize the availability of scooters through a threephased daily operational cycle, outlined below. We will closely monitor operations using automated tools, multichannel feedback, and hands-on field support. When issues occur, our field staff will quickly remediate them. Our cycle works as follows:

Time	Objectives	Activities
Morning	Distribute Devices	Stage devices at nests (small groupings of fully charged and recently-inspected vehicles), which are strategic deployment areas spread equitably across the service area.
Daytime	DaytimeRebalance and RespondMonitor service using automated tools, feedback channels, and an on-the-group Rebalance devices as needed and remove any low-battery or damaged devi	
Evening	Charge and Maintain	Inspect devices and collect those that require maintenance for delivery to local service center. Collect and charge devices with low charge.



6



Move the clean vehicle to a designated sanitised area.

E



Disinfect all workstation surfaces before and after sanitising each vehicle.



Dispose of your gloves after each use, then immediately wash your hands. Wash your hands for 20 seconds using warm water and soap before breaks, before/after eating, after using the bathroom, and after sneezing/coughing.

5



#### ii. Contractors utilized to perform services related to scooters

Bird's contractors include Fleet Managers, or logistics partners, from the Bloomington community. Fleet Managers collect and recharge scooters with depleted batteries as needed, as well as stage Birds in nests each morning to be rented throughout the day. Fleet Managers also maintain and repair damaged Birds, ensuring our fleet is safe and high-functioning, and patrol the streets of Bloomington ensuring that our fleet is tidy and well-maintained.

public right to inspection under I.C. § 5-14-3-4(a)(4)

#### iii. Operational plan

Compliance with safety regulations in C.ii.

Bird can remotely lock down any scooter in the fleet upon any report that the scooter is not operating properly. Bird removes damaged scooters from the app so riders are unable to start a ride until the vehicle has been inspected and repaired. Bird upholds stringent minimum standards for cleaning. In addition to routine maintenance, our field team cleans vehicles once a week. We also clean the vehicles whenever they enter a service center. During a process we call Bird Baths, vehicles are wiped down and vehicle parts are cleaned. As part of our maintenance routine, Bird follows a strict cleaning plan. This tiered system consists of regular checks, in-field cleanings, and as-needed service. Scooters in Bloomington will be measured against Bird's cleaning standards, defined by:

- Clean contact points Handlebars, throttle, brake lever, and bell are cleaned with antibacterial solution at a minimum of once a week.
- Graffiti-free Frame and all vehicle components are cleaned and free from visible markings, like graffiti and tags.
- Otherwise attractive Overall, the vehicle is free from excessive dust or dirt, and is visually welcoming to riders and the public.

#### **Distribute Devices**

Bird believes that dockless mobility works best when the needs of all road users are considered. We stage Birds each morning at nests, which are strategic parking areas selected to enhance mobility while keeping the right-of-way clear.



#### **Nests**

Nests are generally within sidewalk furniture zones, near bike rack areas, or in designated street parking areas (please see the picture below). We ensure that each nest meets all local requirements, including the appropriate distance from entrances, corners, transit platforms, and emergency equipment, as well as requisite sidewalk width.

Nests are virtual and dynamic, meaning they can be changed and repositioned at any time to best meet a community's needs.

#### **Populating Nests**

Each morning, and throughout the day, our field team rebalances or delivers fully-charged scooters to nests, guided by the Bird app and in compliance with the City's deployment guidelines. Bird's operations platform automatically determines which nests to populate each day based on local mobility patterns and any zonal requirements, ensuring broad coverage across the service area.

To complete a 'drop', field team members must take an in-app photo of the staged scooters to ensure they are appropriately placed and clear of the right-of-way. Bird validates these photos in real time. Bird optimizes for sustainability when coordinating drops by directing our field team to the closest nests to reduce vehicle miles traveled (VMT).

#### Rebalancing

"Rebalancing" refers to addressing vehicle clustering as well as tipped devices, ADA blockages, and disabled scooters.

Bird rebalances our vehicles throughout the day. Since scooters will often cluster in areas that receive high ridership, such as near Indiana University or along E. 3rd St., our local field team relocates scooters from over-concentrated areas to ensure that our fleet is balanced throughout our operating zones.

Bird commits to relocating any scooter upon notification by the City, University, a business owner, a resident, or a visitor. We will monitor and rebalance our fleet throughout the day to ensure that scooters are widely available, in good repair, and out of the public right-of-way.

#### **Preferred Parking Zones**

Bird uses geofencing technology to create designated parking zones. This technology is particularly useful in high-traffic areas.

#### Signage and Ground Markings

In addition to showing riders these parking spaces in our app, we can add physical signage on a designated parking space, allowing riders to easily identify where to park and quickly learn new behavior patterns. We believe these stencils could be strong options in the City's designated Dismount Zone.

Below are two possible approaches we would consider implementing, depending on the City's preference. We envision these options as playing an important role in dismount zones. These solutions can be used separately or in combination with other parking solutions.

#### **Stencil Parking and Parking Mats**

Bird has designed a stencil that has a 75cm width x 55cm height decal and separate corners so it can be adjusted to fit any space. We also designed a "parking mat" to fit 5 scooters that measures 120cm x 185 cm. These designated scooter-parking areas promote lawful and neat parking and are particularly useful in busy corridors and neighborhoods, as well as during high-traffic community events.

We have implemented stencils in cities across the country, as well as in collaboration with private organizations, like Salesforce Tower in Indianapolis.



#### **Operational Emergency Plan**

When it may not be safe for our riders or the community to have Birds active, we suspend service, and in some cases remove Birds from the right-of-way for temporary storage. Bird uses multiple channels to monitor service status, and to track any conditions that would necessitate a suspension in operations.

#### **Event Monitoring**

Channel	Description
Weather MonitoringBird has a central team that monitors expected weather patterns across cities, and notifies local teams about significant events. When warranted, we can keep Birds indoors in anticipation of an oncoming weather event	
Emergency MonitoringBird proactively monitors government, media, and social media channels to identify potential emergency and designates a point of contact for local law enforcement should they need to make contact.	
Large Events	Through our relationships with the cities and communities in which we operate, we stay up to date on large events that may necessitate a service augmentation or suspension. When warranted, we develop an operational plan in conjunction with local stakeholders.

#### **Disabling Service**

When warranted, our Operations team will instantly disable service by making scooters unavailable for rent in the Bird app. Concurrently, our operations team will instruct Fleet Managers to not release Birds. Depending on the nature of the emergency, our network of Fleet Managers can be dispatched to collect scooters from the service area and store them until the event clears. When riders open the Bird app during such a closure, they will be notified about the suspension of operations.



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.

**Bird**Zero







**Bird**One



public right to inspection under I.C. § 5-14-3-4(a)(4)

All shared-use motorized Bird scooters are compliant with all applicable American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards. If additional organizations similar to those listed establish standards applicable to shared-use motorized scooters, and the Board of Public Works requires that all shared-use motorized scooters comply with said additional standards, Bird will comply.

All motorized Bird scooters are programmed so they cannot operate at a speed greater than fifteen (15) miles per hour.



All shared-use motorized Bird scooters are assigned a unique identification number. Each vehicle's unique identification number correlates with company records and is visible to the user and to nearby pedestrians.

Each vehicle prominently features customer service contact information in easy to read ADA accessible font (18pt–48pt), visible from a distance of three feet, and includes:

- Our company name
- Website address
- Email address
- Toll-free phone number for our 24-hour service center Bird's website is included on each scooter. Please see above.

Each shared use motorized Bird includes information on how to download the mobile application. Please see the photo below:



Each shared-use motorized scooter has signage that riders are required to wear helmets. Please see the photo below:

Each Bird visibly displays information about local traffic laws, and that users are required to obey said laws. Please see the image below:

Each Bird visibly displays that riders shall yield to pedestrians' right-of way. Please see the image below:

Each Bird visibly displays verbiage that explains riders shall follow proper parking procedures. Please see the image below:

All Bird shared-use motorized scooters are equipped with a bell.

All Bird scooters have a front light that emits a white light. While the scooter is in motion, the front light illuminates the road in front of the rider, and is visible from a distance of 500 feet in front of and from the sides of each Bird.

All Bird scooters have a rear red reflector exhibiting a light that is visible from a distance of at least 500 feet to the rear.

All Bird scooters have a brake that enables the operator to make the braked wheels skid on dry, level, and clean pavement.

Bird commits to meeting any and all additional standards required by the Board of Public Works.

Bird understands that if we deploy a scooter in violation of this Section, we will be subject to the penalties set forth in Section 1.01.130 of the Municipal Code. We also understand that if we violate this Section, we may be penalized with the revocation of our license in accordance with Section 15.58.150.



#### 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:

Bird's 24-hour customer service number is 1-866-205-2442. We can also be reached by email at hello@bird.co.

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):

The following is the Bloomington-specific webpage on Bird's website as required by BMC 15.58.120(c): URL: <u>https://www.bird.co/bloomington</u>. Bird will educate users on legal scooter parking and legal scooter use on the Bloomingtonspecific website, within our mobile application, and as part of its mandatory, semi-annual outreach programs. Bird provides the following information on the Bloomington-specific website:

- (1) The City's local regulations governing legal shared-use motorized scooter use;
- (2) The City's local regulations governing legal shared-use motorized scooter parking;
- (3) The City's affordability and accessibility requirements; and
- (4) Best practices concerning safe and courteous shared-use motorized scooter use.

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

Bird will make available, at no charge and at a local location, helmets that may be procured by shared-use motorized scooter users.

#### Bird's local helmet distribution strategy

At Bird, we put safety above growth. Bird has already worked with IU's Student Wellness Center to distribute hundreds of free helmets and will continue to do so. We previously discussed with Mary Catherine Carmichael, Director of Public Engagement, ways we can further amplify Bird's engagement efforts in Bloomington regarding responsible riding, and we will also consider conducting a safety campaign related to free helmet giveaways.

Bird is also exploring potential partnerships with helmet manufacturers to deploy innovative low-cost products and distribution options. We will also work with local businesses to provide free helmets for distribution.

# <image>

#### Incentivizing helmet use

Bird is committed to safety. We are proud of the work we have done as the first shared mobility company to spearhead proactive helmet use and responsible riding campaigns. We know how important it is for riders to protect themselves while riding on busy urban streets. In the past year and a half, Bird has given away more than 70,000 free helmets across dozens of markets.

Bird has and will continue to work closely with community organizations and government agencies to create features that address responsible riding issues. Through partnerships with the City and other key community groups, Bird will lead safety initiatives to educate riders about the importance of wearing helmets while riding.

Free helmets are always available in the Bird mobile app or by going to: <u>https://birdhelmets.myshopify.com</u>. Through the app, users simply need to click on the "Safety" section and they will be taken to a website with an "Order Helmet" button. Helmets are available in Small, Medium, and Large. Our in-app free helmet feature is key to ensuring that anyone in Bloomington who wishes to obtain a helmet can have one.

Also, in accordance with local regulations, we will make helmets available for free locally in Bloomington at local businesses and at IU.

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:

#### Outline of safety campaigns:

Bird has conducted safety demonstrations at Indiana University targeting new and returning students as well as residents of highly-trafficked areas. Safety demonstrations include education on all local regulations governing shared-use motorized scooter use and parking, as well as Bloomington's affordability and accessibility requirements. Each Bird safety event demonstrates best practices regarding safe and courteous use of our e-scooters and Bird users are able to obtain free helmets and ride credit. At these events, members of the IU Police Department also sat with Bird representatives while we interacted with students to help educate them on proper campus rules and regulations to help improve overall Bird etiquette at IU. All Bird safety events conform to all government COVID-19 guidelines.



Bird also collaborated with IU's Student Wellness Center to produce a "Scooter Safety Week." Students produced a safety video with Bird's help and each day during this safety week highlighted a different safety tip, focusing on the idea of peer-to-peer education regarding safe scooter use practices.











We are happy to provide IU or IUPD references, upon request.

#### **Proposed schedule**

We recommend conducting two week-long safety campaigns in the Spring of 2020 and Summer of 2020. Bird will educate users on legal scooter parking and legal scooter use as part of its mandatory, semi-annual outreach programs. Among other topics, the campaign will cover:

- The City's local regulations governing legal shared-use motorized scooter use;
- The City's local regulations governing legal shared-use motorized scooter parking;
- The City's affordability and accessibility requirements; and
- · Best practices concerning safe and courteous shared-use motorized scooter use.

#### a. Dates and hours of each safety campaign to be held during the term of this license;

Please refer to the table below for details on dates, hours and proposed staffing levels:

Date	April 13th, 2021	April 14th, 2021	April 15th, 2021	April 16th, 2021	April 17th, 2021
Time	10AM to 4PM				
Staffing (b. Proposed staffing levels for each campaign)	1-2 Bird Representatives				
Date	August 24th, 2021	August 25th, 2021	August 26th, 2021	August 27th, 2021	August 28th, 2021
Time	10AM to 4PM				
Staffing (b. Proposed staffing levels for each campaign)	1-2 Bird Representatives				

b. Proposed staffing levels for each campaign;

Please see the table above.



c. A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;

While this content may change over the coming months, currently we plan to use "S.H.A.R.E." educational content for the campaign. Bird will make responsible riding simple and achievable by providing attendees with five essential S.H.A.R.E. tips:



Safe riding. Navigate traffic and bike lanes with care.

- Heightened awareness. Anticipate what others might do.
- Always alert. Save the selfies and music for after the ride.
- · Respect for pedestrians. Yield and keep walkways accessible.
- Every voice matters. Get involved to help your city reshape its streets.

This public campaign will will provide attendees and passersby an immersive and interactive educational experience. In partnership with local organizations, businesses, and health and safety experts, Bird will showcase the fundamentals of safe road use for non-car users. This includes:

- Micro-mobility vehicle basics
- Helmet fittings

•

- Tutorials of local rules of the road
- Parking best practices



The education content presented will cover among others the following topics:

- Bloomington's local regulations governing legal share-use motorized scooter use;
- Bloomington's local regulations governing legal share-use motorized scooter parking;
- Bloomington's affordability and accessibility requirements; and
- Best practices concerning safe and courteous shared-use motorized scooter use including:
  - Only one rider at a time
  - You must wear a helmet while riding
  - You must be 18 or older, with a valid driver's license
  - Ride in bike lanes
  - Safety check
  - Park responsibly
  - Follow all local traffic laws including stop signs

#### d. The planned method of dissemination for campaign information and materials

For both of these campaigns, we will look to partner with both the City of Bloomington and Indiana University in order to reach as broad of an audience as possible. We look forward to discussing the best ways to disseminate this information, including potential social media posts, email blasts, and flyers. We will also push out this information through the Bird app and explore targeted social media posts through the Bird twitter account.

#### 8. Insurance

Please see Attachment B for proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company's insurance is primary.

#### 9. Indemnification

Bird agrees to the City's indemnification requirements.

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

As mentioned on Pg. 10, Bird will adhere to the requirements listed in Section 10 of the Application. We understand that failure to comply with the requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

#### **11. License Fees and Deployment Allowances**

Bird acknowledges and will abide by the following:

- 1. 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.
- 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.

Bird understands that the amount of the fee shall be fifteen cents (\$0.15) per ride taken, but that we may execute the attached Shared Use Bicycle Agreement and receive a reduced fee of ten cents (\$0.10) per ride.

Bird understands that 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:

- 1. In the months of April through October: 4 rides per day per scooter;
- 2. In the months of November through March: 2 rides per day per scooter.

Bird understands that 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 Bird'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.

Bird 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**

- 1. A GPS or GIS-based map depicting the proposed service area of your scooters.
- 1. 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.
- 1. 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:
- iii. Dates and hours of each safety campaign to be held during the term of this license;
- iv. Proposed staffing levels for each campaign;
- v. A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
- vi. The planned method of dissemination for campaign information and materials.
  - 1. An insurance certificate that is compliant with Section 8 of this Application.
  - 2. 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.

Jonathan Adler

Printed Name

DocuSigned by: Jonathan adler 363F43E245E44AB

Signature

Bird Rides, Inc.

Name of Company

Director Title

Date



## Appendix



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.

Jonathan Adler

Printed Name

— DocuSigned by: Jonathan Adur — 363F43E245E44AB...

Signature

Bird Rides, Inc.

Name of Company

lor

11/4/2020

Date

Title

Director

ATTACHMENT B

# Certificate of Liability Insurance

ACORD <sup>®</sup> C	ERTIF	ICATE OF LIA		URANC	Е [		(MM/DD/YYYY) 14/2020
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	<b>POLICIES</b>
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject	is an ADD t to the te	DITIONAL INSURED, the prime and conditions of the prime and conditins of the prime and conditions of the prime and	ne policy, certain p	olicies may			
this certificate does not confer rights	to the cer	tificate holder in lieu of s	uch endorsement(s	).			
PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100			NAME: PHONE (A/C, No, Ext):		FAX (A/C, No)	:	
CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111			E-MAIL ADDRESS:				1
							NAIC#
CN120046401GAWUE-20-21 INSURED			INSURER A : Apollo Syr				23035
Bird Rides, Inc. 406 Broadway #369			INSURER B: Liberty Mu				N/A
Santa Monica, CA 90401-2314			INSURER C : Syndicate INSURER D : Zurich Am				16535
			INSURER E :	encan mourance	Company		10000
			INSURER F :				
COVERAGES CEI	RTIFICATI	E NUMBER:	SEA-003621231-22		REVISION NUMBER:	0	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES.	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE	ст то	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	тs	
A X COMMERCIAL GENERAL LIABILITY		B0509BOWCN2000078	02/01/2020	02/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s s	5,000,000
					MED EXP (Any one person)	s	N/A
					PERSONAL & ADV INJURY	s	5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	5,000,000
X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	5,000,000
OTHER:		AS2-631-510760-010	07/11/2020	0711110001	COMBINED SINGLE LIMIT	\$	
		AS2-031-310/00-010	0//11/2020	07/11/2021	(Ea accident)	\$ \$	1,000,000
X ANY AUTO					BODILY INJURY (Per person)	-	
AUTOS ONLY AUTOS HIRED NON-OWNED					BODILY INJURY (Per accident PROPERTY DAMAGE	s	
AUTOS ONLY AUTOS ONLY					(Per accident)	s	
A X UMBRELLA LIAB X OCCUR		BOWCN2000277	02/01/2020	02/01/2021	EACH OCCURRENCE	\$	5,000,000
EXCESS LIAB CLAIMS-MAD					AGGREGATE	\$	5,000,000
DED RETENTION \$						\$	
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC454048000 01 (MA)	08/11/2020	08/11/2021	X PER OTH- STATUTE ER		
D ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	WC454047600 01 (AOS)	08/11/2020	08/11/2021	E.L. EACH ACCIDENT	s	1,000,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYE	= \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C Technology Errors & Omissions/ Cyber Liability		W2639E200201	03/01/2020	03/01/2021	Limit		10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC City of Bloomington is included as an Additional Insured					ed)		
CERTIFICATE HOLDER			CANCELLATION				
City of Bloomington ATTN: Corporation Counsel 401 N. Morton Street Bloomington, IN 47404		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
			AUTHORIZED REPRESE of Marsh Risk & Insura				
			Nicole Sivieri		nive ro	~	3

ACORD 25 (2016/03)

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#### AGENCY CUSTOMER ID: CN120046401

LOC #: San Francisco



### ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH RISK & INSURANCE SERVICES POLICY NUMBER		MED INSURED Bird Rides, Inc. 406 Broadway #369 Santa Monica,CA 90401-2314
CARRIER NAI	C CODE	
	EF	FECTIVE DATE:
ADDITIONAL REMARKS		

 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

 FORM NUMBER: \_\_\_\_\_25\_\_\_\_\_

 FORM TITLE: \_\_\_\_\_Certificate of Liability Insurance

The General Liability, Umbrella Liability, and Cyber Liability policies evidenced above are subject to self-insured retentions for various perils insured.

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BLANKET ADDITIONAL INSUREDS WITH PRIMARY AND NON-CONTRIBUTORY WORDING

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

is currently in effect or becomes effective during the term of this Coverage Part; and
 was executed prior to:

- (a) the "bodily injury" or "property damage"; or
- (b) the offense that caused the "personal and adve1tising injury",

for which such additional insured seeks coverage.

However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

 a higher limit of insurance than required by such contract or agreement; or
 coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

 such person or organization's financial control of a Named Insured; or
 premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

> If placed via PPL this box will not be signed

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#### C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" as grantor of a franchise to the Named Insured.

#### D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

#### E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such land, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage", or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

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H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising ink-11y" caused by:

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

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CONTRACT NUMBER		
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2. The coverage granted by this paragraph does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

J. Vendor

Any person or organization but only with respect to such person or organization's liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

- a. "bodily injury" or "property damage" for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
- b. any express warranty unauthorized by the Named Insured;
- any physical or chemical change in any product made intentionally by such person or organization;
- repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
- g. products which, after distribution or sale by the Named Insured, have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
- h. "bodily injury" or "property damage" arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - the exceptions contained in Subparagraphs d. or f. above; or
  - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This Paragraph J. also does not apply:
  - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
| MARSH LTD         |               |               |
|-------------------|---------------|---------------|
| CONTRACT NUMBER   |               |               |
| B0509BOWCN2000078 | BOWRING MARSH | Page 57 of 98 |

- to any of "your products" for which coverage is excluded by endorsement to this Coverage Part; nor
- c. if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded by endorsement to this Coverage Part.
- K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization: 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor

2. for "bodily injury" or "property damage" included within the "products-completed operations hazard" except to the extent all of the following apply:

- a. this Coverage Part provides such coverage;
- the written contract or agreement described in the opening paragraph of this Additional Insureds Endorsement requires the Named Insured to provide the additional insured such coverage; and
- c. the "bodily injury" or "property damage" results from "your work" that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

ADDITIONAL INSURED — PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The following paragraph is added to SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, item 4 Other Insurance:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

All other terms and conditions of this policy remain unchanged.

If placed via PPL this box will not be signed

Contract Leader

Policy Number: AS2-631-510760-010 Issued by: Liberty Mutual Fire Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

#### Schedule

#### Name of Person(s) or Organizations(s):

Name of Person or Organization: Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy

### **Regarding Designated Contract or Project:**

Any written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



# Thank you





Envelope Id: 77A5CF2107A44F5DA4DF54786D25F987 Subject: Please DocuSign: Bird\_Bloomington 2020 Reduced 11.04.2020.pdf Source Envelope: Document Pages: 40 Signatures: 2 Certificate Pages: 5 Initials: 0 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Signer Events Jonathan Adler jonathan.adler@bird.co Director, Policy Programs Security Level: Email, Account Authentication (None)

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Agent Delivery Events

Intermediary Delivery Events

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Carbon Copy Events

Perry Holmes

perry.holmes@bird.co

Bird

Security Level: Email, Account Authentication (None)

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Sam Cooper

scooper@bird.co

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

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Holder: Christopher Larkin christopher.larkin@bird.co

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Envelope Sent	Hashed/Encrypted	11/4/2020 3:41:25 PM	
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### How to contact Bird:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: prakes@bird.co

### To advise Bird of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at prakes@bird.co and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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ii. send us an e-mail to prakes@bird.co and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari <sup>™</sup> 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

### **Required hardware and software**

Enabled Security	Allow per session cookies
Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Bird as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Bird during the course of my relationship with you.

### Board of Public Works Staff Report

Project/Event:	Application for Renewal of Shared-Use Motorized Scooter Operator License
Petitioner:	Neutron Holdings, Inc. d/b/a Lime
Staff Representative:	Michael Rouker, City Attorney Jennifer Lloyd, Assistant City Attorney Alex Crowley, Director Economic and Sustainable Development
Date:	November 10, 2020

**Report**: Neutron Holdings, Inc., d/b/a Lime has been operating a shared-use motorized scooter business in Bloomington since September, 2018. When the City instituted a licensing process in Fall, 2019, Lime applied for, and successfully received, a one-year license. This application is for a renewal of that license by the Board of Public Works.

City Legal has reviewed the application and finds that it responds to the City's requirements. The application does not substantively differ from the one that was approved last year, except that the per-ride fee has increased from \$0.25/minute to \$0.32/minute; the company has also added Day Pass and Unlock Pass purchase options.

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

Recommend  $\boxtimes$  Approval

Denial by Jennifer Lloyd

**Board of Public Works** Staff Report



## LIME + BLOOMINGTON Shared-Use Motorized Scooter Operator License Application

October 30th, 2020 Neutron Holdings, Inc. d/b/a Lime Bloomington, IN





### Shared-Use Motorized Scooter Operator License Application

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

### 1. Application and License Information

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

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

### 2. Applicant Information

Name of Company	Neutron Holdings, Inc. dba Lime
Address of Company	85 2nd Street
City, State, Zip	San Francisco, CA 94105
Phone Number	1-888-LIME-345
Website	li.me
Email	support@li.me
Social Media Website	Facebook/Twitter: @limebike

3. <u>Company Information (complete duplicate fields only if different from above)</u>

### N/A

Company is a(n): \_\_\_\_LLC\_X\_Corporation \_\_\_\_Partnership \_\_\_\_Sole Proprietor \_\_\_\_Other

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

Date of Incorporation or Organization:	January 3, 2017	
State of Incorporation or Organization:	Delaware	
(If not Indiana) Date qualified to transact		
business in the State of Indiana:	June 15, 2017	
Employer Identification Number	4870517	

### 5. Prior licenses

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

revoked?

\_\_\_Yes<u>X</u>No

If Yes, provide details:

N/A

### 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.

### LIME VEHICLE SPECIFICATIONS

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

	Gen 2.5	Gen 3
Photo		
Dimensions	<ul><li>1020mm length</li><li>1308mm height</li></ul>	<ul><li> 1163mm length</li><li> 1207mm height</li></ul>
Weight	18kg	23.5kg
Brakes	<ul> <li>Dynamic brake on front wheel</li> <li>Drum brake on rear wheel</li> <li>Bicycle-style brake lever on handle bars</li> </ul>	<ul> <li>Dynamic brake on rear wheel</li> <li>Drum brake on front wheel</li> <li>"Step" foot brake on rear wheel/fender</li> <li>Bicycle-style brake lever on handle bars</li> </ul>
Maximum Load	100kg	100kg
Lights	<ul> <li>Front white LED, visible up to 500 ft</li> <li>Red rear LED, visible up to 600 ft</li> </ul>	<ul> <li>Front white LED, visible up to 500 ft</li> <li>Red rear LED, visible up to 600 ft</li> </ul>
Bell	Mounted on handle bar next to brake lever. Activated by thumb	Mounted on handle bar next to brake lever. Activated by thumb lever



	lever	
Power Source	9.6 Ah - 36 V internal battery	15.9 Ah - 36 V internal battery
Maximum Assisted Speed	15 mph, electronically limited	15 mph, electronically limited
Certifications	<u>UL 2272</u> - Standard for Electrical Systems for Personal E-Mobility Devices	<u>UL 2272</u> - Standard for Electrical Systems for Personal E-Mobility Devices

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

### **RATE SCHEDULE**

Our current rental rates for Bloomington are as follows:

Standard Rate: \$1.00 to unlock +\$0.32/min + tax

**Lime Access:** (our low-income program) \$.50 to unlock + \$0.07/min

Lime Day Pass: \$11.99 for unlimited 30-min rides for 24 hours

**Unlock Pass:** \$5.99/month waives the unlock fee for all rides for the month

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

### SAFETY

Lime completes both proactive and reactive maintenance on our vehicles. Regular and routine maintenance of our fleet allows our Operations Team to provide the most reliable and safe local service to community members. Our process starts with a full inspection at the warehouse by a Lime trained and certified mechanic. The following are all inspection triggers:

• Preventative Maintenance: In order to ensure the maximum safety of our riders,

- vehicles are inspected on a regular rotation. If a vehicle has not had an inspection in seven days, it is flagged for immediate retrieval to the warehouse for service.
- Rebalancing: Our Operations Team inspects each vehicle that is being rebalanced from one location to another.
- **Deployment:** Vehicles collected by our team are inspected and any maintenance is performed before morning deployment.
- **Customer Service Reports:** Any issue reported to our Customer Service line by riders or Juicers is flagged for retrieval and inspection.
- In-app Rider Reports: Vehicles that are poorly rated for three rides in a row or vehicles



marked in the app as damaged are immediately flagged for retrieval and repair.

- **Self-Diagnostics**: Once deployed, our e-scooters are self-diagnosing, running health checks over 1,000 times per second and automatically notifying us upon certain events that can signal faulty, damaged, or vandalized vehicles. Vehicles are immediately deactivated and serviced upon any diagnostic flags, or if it receives two consecutive low in-app ratings. Our e-scooters can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize.
- We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.

**Maintenance Mode:** Any vehicle flagged for inspection or repair is automatically placed in "maintenance mode." The local Operations Team is notified and the e-scooter cannot be rented until it has been inspected. We will retrieve the vehicle within two hours.

All e-scooters that are brought back to the warehouse go through a three-step maintenance protocol:

- 1. Entry diagnosis
- 2. Repair and reconditioning of used spare parts
- 3. Quality Control/Redeployment

**Field Attention:** Throughout the day, our Operations Team monitors our fleet in real time. Vehicles are proactively repositioned for tidiness and rebalancing to address any improperly parked vehicles and comply with the City's distribution and rebalancing requirements. In the evening, e-scooters are retrieved by our Operations Team and Juicers for charging and repair/maintenance if needed, preventing low-battery or broken vehicles from cluttering the streets.

### Cleaning & Sanitation / COVID-19 Response:

We have enhanced our cleaning methods in accordance with regional guidelines, frequently disinfecting our vehicles, including before redeployment, when rebalancing a scooter, and whenever they return to the warehouse. Our vehicles and infrastructure are cleaned and sanitised upon each inspection to ensure good condition.

We communicate clear safety advice on preventing COVID-19 to our customers and Lime staff complete certified COVID-19 training. All warehouse staff are also fully outfitted with personal protective equipment and the workplace is disinfected after every shift.

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):

### **LIME BLOOMINGTON**

As in 2020, Lime Bloomington will continue to be managed by JP Holwerda, Operations Manager and Crew Cypher, General Manager. The continuity of leadership will enable Lime to provide the highest level of service to the City. Our Bloomington Operations Team has two operations specialists and two mechanics. All team members will be W-2 employees. Wages for our team members in Bloomington are typically \$15-20/hour with performance-based raises, overtime, and cost of living increases. In addition, all workers have access to health insurance.



**Operations Manager:** The Operations manager, JP Holwerda, oversees the Operations Team and the Lime warehouse. He is responsible for hiring the local team, and ensuring that the team adheres to the City's regulations regarding device requirements, deployment, and parking conditions. He also supports our community outreach and engagement efforts, and serves as a primary local point of contact that the City can contact in case of any emergency or urgent issue.

**Operations Specialists:** Operations Specialists are responsible for being in the field managing our fleet. They are available to address fleet issues within two hours. Their primary responsibilities include: patrolling to make sure the vehicles are properly parked; rebalancing the vehicles; addressing any complaints; ensuring vehicles are charged; and retrieving vehicles that require maintenance.

**Mechanics:** Mechanics are responsible for conducting all maintenance, repairs and cleaning of scooters. Mechanics ensure that all vehicles deployed are in good working order and are safe for our riders. All mechanics receive hands-on training and are provided with safety equipment and tools in order for them to effectively carry out their role. All mechanics must pass the Lime Mechanic Proficiency test after training before completing their onboarding process.

**Juicers:** In addition to our full-time locally-hired staff, our operational efforts will also be supported by Lime "Juicers." As 1099 independent contractors, Juicers are members of the community who pick up scooters when the battery is low, recharge the scooters, and then deploy them. Being a Juicer allows local residents to make money in their spare time.

**Operational Plan:** Lime will provide an initial deployment of 350 scooters and adjust the fleet size in accordance to rider demand levels. As winter approaches, Lime Bloomington is prepared to pause operations until weather meets safe riding conditions and resume operation in early 2021.

Based on our experience and data from this past year, we plan to deploy our vehicles to zones that match customer demand. Scooter deployments happen each morning between 5 a.m.

and 8 a.m., as our Operations Specialists and Juicers deploy freshly charged vehicles to predetermined "hotspots"--areas of high demand--throughout the Deployment Zone. Hotspots have a small geographic digital radius similar to the size of a parking spot. Throughout the day, we deploy Operations Specialists and Juicers to reposition mis-parked vehicles, "rebalance" vehicles to maximize utilization and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or vehicles that have migrated outside the Service Area.

Our proprietary Hotspot Optimizer is a predictive algorithm that accounts for historical demand for each hour of each day. We use this data to identify where to place vehicles to best meet local needs, and the number of vehicles to deploy at each location.





Key to our operational strategy is to work with Indiana University to comply with all parking regulations on campus. We will not deploy scooters on campus and parking is only allowed at bike racks on campus. To meet this objective we have placed hang tags on every scooter deployed in Bloomington, notifying riders of appropriate parking regulations.

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



### **OPERATIONAL AREA MAP**

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:

### 1-888-LIME-345

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: https://www.li.me/locations/bloomington

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

Lime is dedicated to improving safety for our riders and non-riders across the City of Bloomington. We will work closely with the Mayor's Office and micromobility advocacy groups such as the Bloomington Bicycle Club to distribute free helmets to residents. Our distribution plan for 2021 is to identify a local small business (TBD) that is easily accessible where helmets will be available for pick-up. We will also engage students at Indiana University Bloomington by hosting a quarterly Pop-Up Helmet Giveaway on campus and nearby at Woodlawn Field.

Finally, through our Lime Safety Portal, we have an online store which sells discounted helmets from Cosmo Connected that provide visual signalling on the helmet itself. The helmet indicates the deceleration and indicates when scooter riders turn right or left. We plan to promote accessibility to helmet usage throughout the duration of our operations in Bloomington.

- 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.

### **SAFETY + OUTREACH PLAN**

Lime uses online and offline marketing and community engagement tools, hosts in-person events, and partners with community stakeholders to reach the broadest possible audience. We proactively connect with people traditionally underrepresented in micromobility and those that may not be familiar with scooter riding. Throughout Lime's operations in Bloomington, we plan to continue our rider and non-rider engagement to ensure that proper riding is a top priority in the city.



Due to the ongoing pandemic, we have limited in-person engagement and have developed creative solutions for meeting people where they are--at home for the most part. To assist with flattening the curve, Lime has implemented a **Digital First Ride Academy**, which provides an hour-long safety course virtually for those who may be uncomfortable meeting in groups.

And as students arrive on campus in the spring, we will increase our offering of Digital First Ride Academies to ensure students are included in Lime's safety education campaign.

Here is Lime's proposed schedule of Safety Campaign events:



### (1) March/April 2021

Lime will work closely with the Public Works Board and the Department of Parks and Recreation to participate in the Annual Bloomington Street Fair and coordinate with the City's Community Events Manager to make arrangements for safe, in-person events during the week of Lime's Spring launch. During safety weeks, Lime will advertise locally regarding Bloomington specific operating and parking requirements. At the safety events, Lime will clearly and visibly post operating and parking requirements along with safe riding practices, information about obtaining helmets and how users can qualify and apply for reduced fares. All information posted will also be available in print form for event attendees.

### (2) August/September 2021

During the second Safety Week, Lime will partner with the Bloomington Bicycle Club and Indiana University Bloomington to welcome students to campus and educate them on proper riding, parking and obeying the City's local rules and traffic regulations. We will market the event through the University's social media channels and through email and print to existing riders and students. Educating students on how to park is a top priority as we will enforce bike rack parking around campus to enhance safety.



Beyond in-person programming, Lime's community engagement goes beyond education and outreach to

support strong communities and safe streets in the cities we serve. Braze, an in-app communications platform, permits us to send messages based on many different triggers like rider action (end of ride), geographic area (notice of entering or leaving a geofenced zone), day or time, special events (First Ride events), etc. We can also post



information across the top of the home screen for a period of time or permanently. We will post a banner with Bloomington's scooter rules permanently on our home screen.

We have a number of ways to ensure riders receive continual education throughout the course of our operations in Bloomington and we are committed to exploring new opportunities to engage riders and non-riders to improve safety across the city.



### 8. Insurance

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

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

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

See next page.

### **INSURANCE**

CERTIFICATE OF INSURANCE DOES NOT CONSTITUTION	ONLY AND EXTEND OR	CONFERS N	O RIGHTS	UPON THE CERTIFICAT	POLICIES BELOW.
PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. PORTANT: If the certificate holder is an ADDITIONAL INSURED, IBROGATION IS WAIVED, subject to the terms and conditions of tificate does not confer rights to the certificate holder in lieu of such endor	of the policy,				
JCER	CONTACT				
Risk Insurance Services West, Inc.	NAME: PHONE		283-7122	FAX (800)	363-0105
Francisco CA Office	(A/C. No. I	att: (000)	103-7122	FAX (A/C. No.): (800)	362-0103
Market Street	E-MAIL ADDRESS	5:			
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	S 640 .			PREMISES (Ea occurrence) MED EXP (Any one person)	\$15,000
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GENLAGGREGATE LIMIT APPLIES PER				GENERAL ADGREGATE	\$2,000,000
V POLICY PRO-				PRODUCTS - COMP/OP AGG	1210001001
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X ANY AUTO				BODILY INJURY ( Per person)	1
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If yes, describe under DESCRIPTION OF OPERATIONS below				EL DISEASE-POLICY LIMIT	
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of Bloomington is included as Additional Insured in ac	cordance wi	th the pol	1cy provis	ions of the General	Liability and
LIAbility policy. would the General Liability Policy be cancelled before t	the expiration	on date th	ereof, the	policy provisions w	ill govern how
ce of cancellation may be delivered to certificate hold	iers in acco	maance wit	n the poly	cy provisions or eacl	portcy.
TIFICATE HOLDER	CANCELLAT	ION			
	EXPIRATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
City of Bloomington	AUTHORIZED REP	RESENTATIVE			
401 North Morton Street Bloomington IN 47404 USA		Ann Rich Insurance Services West Inc.			

**P**<sup>†</sup>

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### 9. Indemnification

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

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, agrees to release, hold harmless and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which is licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- C. The undersigned shall, and hereby does indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suites, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
- D. The undersigned understands this release binds him/herself, the applicant shared-use motorized scooter Operator, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.

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

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

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.
- C. All scooters must be equipped with a bell, horn, or other lawful signalling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.



- F. The following items must be displayed on each scooter:
  - a. The required 24-hour phone number stated in this application;
  - b. The Operator's website;
  - c. Mobile application information for the Operator;

d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.

- G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.
- H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.
- I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).
- K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

### 11. License Fees and Deployment Allowances

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

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

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



- a. In the months of April through October: 4 rides per day per scooter;
- b. In the months of November through March: 2 rides per day per scooter.

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

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

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

### 12. Summary of Required Attachments

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

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

Kristin Kaiser Printed Name

<u>North America Regional Manager</u> Title



<u>October 30, 2020</u> Date

Signature

Neutron Holdings, Inc. dba Lime\_\_\_\_\_ Name of Company



### **ATTACHMENT A - SPECIAL EVENT AGREEMENT**

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

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

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

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

Kristin Kaiser Printed Name

<u>North America Regional Manager</u> Title

Signature

<u>October 30, 2020</u> Date

### ATTACHMENT B - SHARED USE BICYCLE AGREEMENT

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

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

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

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

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

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

No person shall park a bicycle:

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

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

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

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

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

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



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

Kristin Kaiser Printed Name <u>North America Regional Manager</u> Title



Signature

October 30, 2020 Date





### Board of Public Works Staff Report

Project/Event:	Service Agreement with Precision Concrete
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	November 10, 2020

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 1,000 trip hazards.

Precision Concrete repaired approximately 1,000 sidewalk trip hazards from previous agreement in the downtown area. Public Works/Street Division has additional funding available to complete more work and Precision Concrete can provide the service in 2020.

☑ Precision Concrete Cutting

\$ 50,000

Staff recommends to award a Service Agreement for 2020 to Precision Concrete, Inc.

Recommend	Approval by Joe	VanDeventer
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Board of Public Works Staff Report

### AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND PRECISION CONCRETE, INC.

This Agreement, entered into on this 10<sup>th</sup> day of November, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Precision Concrete, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair services of the following types: remove trip hazards from uneven sidewalks and other concrete walkways within the City. 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, 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 Joe Van Deventer, Director of Street Operations, 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. ŖĮ,

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. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amountnot to exceed Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article I. The invoice shall be sent to: Joe Van Deventer, 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. <u>Appropriation of Funds</u> 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. <u>Schedule</u> 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. <u>Termination</u> 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. <u>Identity of the Contractor</u> 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. <u>Ownership of Documents and Intellectual Property</u> 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. <u>Independent Contractor Status</u> During the entire term of this Agreement, Contractorshall 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 behalfof employees.

Article 11. <u>Indemnification</u> 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. <u>Insurance</u> 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 of work under this Agreement.

Article 13. <u>Conflict of Interest</u> 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. <u>Waiver</u> 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. <u>Severability</u> 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. <u>Assignment</u> 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. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> 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. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. <u>Compliance with Laws</u> 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

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governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newlyhired 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. <u>Notices</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Public Works, Attn: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Precision Concrete, Inc., Attn: Bonnie K Bonkowski, 1896 Goldeneye Drive, Holland, MI 49424.

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

Article 23. <u>Integration and Modification</u> 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. <u>Non-Collusion</u> 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: <u>Renewal</u> 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 currentterm.

#### **CITY OF BLOOMINGTON**

#### PRECISION CONCRETE, INC.

Philippa M. Guthrie, Corporation Counsel

Bonnie K Bonkowski, Chief Financial Officer

### CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

#### EXHIBIT A E-VERIFY AFFIDAVIT

)SS: COUNTY OF

### **AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_\_of \_\_\_\_\_\_(job title) (company name)

- 2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3),
- 4. The undersigned herby 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 \_\_\_\_\_\_, 2020.

Notary Public's Signature

My Commission Expires:

Printed Name of Notary Public

County of Residence:

Commission #:
#### 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	•	, 2020.	
		TOTOTON	CONCRETE	TNC

PRECISION	CONCRETE, INC.
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Commission #:



# Board of Public Works Staff Report

Project/Event: Contract with Ann-Kriss, LLC for Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 10, 2020

This contract is carpentry, drywall, painting, fencing, and masonry repairs at various facilities maintained by Public Works Facilities Division.

Staff recommends awarding the contract to Ann-Kriss, LLC not to exceed \$25,000.00.

Respectfully submitted,

Souff

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

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND ANN-KRISS, LLC.

This Agreement, entered into on this 10<sup>th</sup> day of November, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Ann-Kriss, LLC ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities ("Services") for a set price of Forty- Five Dollars (\$45) per hour Monday-Friday 7:00 am-6:00 pm for one person, with an additional Twenty Dollars (\$20) for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Sixty-Seven Dollars and Fifty Cents (\$67.50) for one person, with an additional Thirty Dollars (\$30) per hour for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, 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.** <u>Standard of Care</u> 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.** <u>Responsibilities of the Department</u> 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.** <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. <u>Appropriation of Funds</u> 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. <u>Schedule</u> Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

**Article 7.** <u>Termination</u> 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.** <u>Identity of the Contractor</u> 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. <u>Ownership of Documents and Intellectual Property</u> 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. <u>Independent Contractor Status</u> 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.** <u>Indemnification</u> 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.** <u>Insurance</u> 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. <u>Conflict of Interest</u> 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. <u>Waiver</u> 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.** <u>Severability</u> 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 Agreement be determined void.

**Article 16.** <u>Assignment</u> 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. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> 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. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. <u>Compliance with Laws</u> 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its

employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 21.** <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newlyhired 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. <u>Notices</u> 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: Ann-Kriss, LLC, 736 S. Morton St., 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.** <u>Integration and Modification</u> 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.** <u>Non-Collusion</u> 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:** <u>Renewal</u> 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

# **<u>CITY OF BLOOMINGTON</u>**

# Ann-Kriss, LLC

Philippa M. Guthrie, Corporation Counsel

Dave Padgett, Owner

# CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

## **EXHIBIT A** E-VERIFY AFFIDAVIT

STATI	E OF INDIANA ) )SS:			
COUN	)35. TY OF)			
		AFFID	AVIT	
	The undersigned, being duly	sworn, hereby a	ffirms and says th	hat:
1.	The undersigned is the		of	
2.	The company named herein t	hat employs the ed with or seekin	undersigned:	(company name) n the City of Bloomington to provide
3.	The undersigned hereby states	s that, to the best	of his/her knowl	vices to the City of Bloomington. edge and belief, the company named as defined at 8 United States Code
4.				elief, the company named herein is
Signatu	ure			
Printec	l Name			
	E OF INDIANA	) )SS:		
COUN	TY OF	)		
	me, a Notary Public in and for knowledged the execution of th			
Notary	Public's Signature		My Commis	sion Expires:
Printec	l Name of Notary Public		County of R	esidence:
Comm	ission #:			

#### 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	, 2020.	
		Ann-Kriss, LLC	
	By:		
STATE OF INDIANA	)		
STATE OF INDIANA	) SS: )		
		aid County and State, personally appeared foregoing this day of	
Notary Public's Signature		My Commission Expires:	
Printed Name of Notary P	ublic	County of Residence:	
Commission #:			



Board of Public Works Staff Report

**Project/Event**: Service Contract with Economy Termite & Pest Control, Inc. for Pest Control Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 10, 2020

This contract is for pest control services at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Spartan Mechanical, LLC not to exceed \$9,500.00.

Respectfully submitted,

Bouff

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

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND ECONOMY TERMITE AND PEST CONTROL, INC.

This Agreement, entered into on this 10<sup>th</sup> day of November, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Economy Termite and Pest Control, Inc. ("Contractor").

**Article 1.** <u>Scope of Services</u> Contractor shall perform repair and maintenance services of the following types: Treatments for current pest infestations and preventative treatments to prevent pest infestations, removal of pests from facilities, inspections of facilities. These services will be performed at City facilities ("Services") for a set price of One Hundred Dollars (\$100.00) per hour, at any time or any day, including holidays. 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>, 2021, 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.** <u>Standard of Care</u> 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. <u>Responsibilities of the Department</u> 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.** <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00). 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.** <u>Appropriation of Funds</u> 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. <u>Schedule</u> 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.** <u>Termination</u> 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.** <u>Identity of the Contractor</u> 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. <u>Ownership of Documents and Intellectual Property</u> 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. <u>Independent Contractor Status</u> 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.** <u>Indemnification</u> 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.** <u>Insurance</u> 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. <u>Conflict of Interest</u> 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. <u>Waiver</u> 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.** <u>Severability</u> 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 Agreement be determined void.

Article 16. <u>Assignment</u> 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. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> 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. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

Article 20. <u>Compliance with Laws</u> 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.** <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newlyhired 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. <u>Notices</u> 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: Economy Termite & Pest Control, Inc., 2625 W. Bolin Ln., 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.** <u>Integration and Modification</u> 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.** <u>Non-Collusion</u> 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: <u>Renewal</u> 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**

Economy Termite & Pest Control, Inc.

Philippa M. Guthrie, Corporation Counsel

Mike Sterrett, Owner

# CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

#### **EXHIBIT A** E-VERIFY AFFIDAVIT

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 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 herby 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	, 2020.

\_\_\_\_\_

Notary Public's Signature

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

Printed Name of Notary Public

County of Residence:

#### 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	, 2020.	
	]	Economy Termite & Pest Control, Inc.	
	By:		
	-		
STATE OF INDIANA	) ) SS:		
COUNTY OF	)		
		d County and State, personally appeared pregoing this day of	
		My Commission Expires:	
Notary Public's Signature			
		County of Residence:	
Printed Name of Notary Pub	olic		



Board of Public Works Staff Report

**Project/Event:** 2021 Service Agreement with Nature's Way, Inc. for Plant Maintenance at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 10, 2020

This contract is for plant maintenance at City Hall.

Staff recommends awarding the contract to Nature's Way, Inc. not to exceed Four Thousand Thirty-Nine Dollars and Twenty Cents (\$4,039.20).

Respectfully submitted,

JD Souff

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

### AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND NATURE'S WAY, INC.

This Agreement, entered into on this 10<sup>th</sup> day of November, 2020, by and between the City of Bloomington Public Works Department (the "Department"), and Nature's Way, Inc. ("Contractor").

**Article 1.** <u>Scope of Services</u> 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, 2021, 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.** <u>Standard of Care</u> 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.** <u>**Responsibilities of the Department**</u> 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.** <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Thirty-Nine Dollars and Twenty Cents (\$4,039.20). 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. <u>Appropriation of Funds</u> 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. <u>Schedule</u> Contractor shall perform the Services depending on Department needs.

Article 7. <u>Termination</u> 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.** <u>Identity of the Contractor</u> 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. <u>Ownership of Documents and Intellectual Property</u> 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. <u>Independent Contractor Status</u> 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.** <u>Indemnification</u> 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.** <u>Insurance</u> 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. <u>Conflict of Interest</u> 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. <u>Waiver</u> 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.** <u>Severability</u> 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. <u>Assignment</u> 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. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> 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. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

Article 20. <u>Compliance with Laws</u> 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.** <u>E-Verify</u> 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. <u>Notices</u> 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 St., 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.** <u>Integration and Modification</u> 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.** <u>Non-Collusion</u> 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. <u>Renewal</u> 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**

# NATURE'S WAY, INC.

Philippa M. Guthrie, Corporation Counsel

Beth Matney, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kvla	Cox	Deckard.	President,	Board	of Public	Works
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## EXHIBIT A

## E-VERIFY AFFIDAVIT

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

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

## AFFIDAVIT

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

- 1. The undersigned is the \_\_\_\_\_\_of \_\_\_\_\_\_. (job title) (company name)
- 2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned herby 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	
COUNTY OF	)SS: )
Before me, a Notary Public in and for said C acknowledged the execution of the foregoing	

Notary Public's Signature

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

\_\_\_\_, 2020.

\_\_\_\_\_ and

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

Printed Name of Notary Public

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

#### EXHIBIT B

STATE OF	)
	) SS:
COUNTY OF	)

## NON-COLLUSION AFFIDAVIT

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

### **OATH AND AFFIRMATION**

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

Dated this day of	, 2020.	
	NATURE'S WAY, INC.	
By:	Signature	
	Printed Name	
STATE OF	_) ) SS:	
COUNTY OF	) 55: _)	
Before me, a Notary Public in and for sa acknowledged the execution of the fore	aid County and State, personally appeared, 2020.	and
Natara Dublic's Signature	My Commission Expires:	_
Notary Public's Signature	Commission Number:	_
	County of Residence:	
Printed Name of Notary Public		



Board of Public Works Staff Report

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

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 10, 2020

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

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

Respectfully submitted,

Souff

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

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

This Agreement, entered into on this 10<sup>th</sup> day of November, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Umphress Masonry, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform masonry repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain masonry at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Fifty-Five Dollars (\$55.00) per hour per person Monday-Friday 7:00 am-4:00 pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of Eighty-Two Dollars and Fifty Cents (\$82.50) per person. Work done at any time on Sundays or Holidays will performed at the rate of One Hundred Ten Dollars (\$110.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31<sup>st</sup>, 2021, 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.** <u>Standard of Care</u> 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.** <u>Responsibilities of the Department</u> 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.** <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5.** <u>Appropriation of Funds</u> 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.** <u>Schedule</u> Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

**Article 7.** <u>Termination</u> 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.** <u>Identity of the Contractor</u> 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. <u>Ownership of Documents and Intellectual Property</u> 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. <u>Independent Contractor Status</u> 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.** <u>Indemnification</u> 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. <u>Insurance</u> 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.** <u>Conflict of Interest</u> 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. <u>Waiver</u> 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.** <u>Severability</u> 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 Agreement be determined void.

Article 16. <u>Assignment</u> 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. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> 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. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission.

The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. <u>Compliance with Laws</u> 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.** <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newlyhired 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. <u>Notices</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

Contractor: Umphress Masonry, Inc., 8377 West Hinds Road, Bloomington, Indiana 47403.

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

**Article 23.** <u>Integration and Modification</u> 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.** <u>Non-Collusion</u> 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: <u>Renewal</u> This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

# **CITY OF BLOOMINGTON**

**Umphress Masonry, Inc.** 

Philippa M. Guthrie, Corporation Counsel

Dave Umphress, President

# CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

#### **EXHIBIT A** E-VERIFY AFFIDAVIT

STATE OF INDIANA )

)SS:

## AFFIDAVIT

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

)

- 1. The undersigned is the \_\_\_\_\_\_of \_\_\_\_\_\_(job title) (company name)
- 2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned herby 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	, 2020.

Notary Public's Signature

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

Printed Name of Notary Public

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

#### EXHIBIT B

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

#### NON-COLLUSION AFFIDAVIT

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

#### **OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

#### **Umphress Masonry, Inc.**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_\_\_\_, 2020.

Notary Public's Signature

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

Printed Name of Notary Public

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

# **REGISTER OF PAYROLL CLAIMS**

# Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Transfer	Amount
10/23/2020	Payroll				429,943.70
					429,943.70
		ALLOWAN	CE OF CLAIMS		
claim, and exc total amount o	ept for the claims not al	lowed as shown on	ister of claims, consisting of the register, such claims ar		
Kyla Cox Deck	kard President	Beth H. Hollings	sworth Vice President	Dana Palazzo Secretar	у
	y that each of the above th IC 5-11-10-1.6.	e listed voucher(s) o	r bill(s) is (are) true and cor	rect and I have audited same	in
		Fiscal Officer			



# Board of Public Works Staff Report

Project/Event:

Petitioner/Representative: Staff Representative: Date: Adams Street Sidewalk and Intersection Improvements Change Orders #8 Planning and Transportation Department Russell White 11/10/2020

Report: On December 10, 2019, the Adams Street Sidewalk and Intersection Improvements Project was awarded to Milestone Contactors LP. This contract includes construction of a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. This project includes traffic signal equipment at Adams Street and Avenue Kirkwood and physically protected bicycle lanes. This change order is required to alter the unit price sheet to include a line item for Liquidated Damages to coincide with the cost as specified in the contract. We will be applying 16 days of Liquidated Damages totaling \$8,000 because the contractor missed the scheduled completion date. The adjusted total contract sum would be \$1,259,079.10.



**Recommendation and Supporting Justification:** This change order is required to alter the unit price sheet to include a line item for Liquidated Damages to coincide with the cost as specified in the contract. We will be applying 16 days of Liquidated Damages totaling \$8,000 because the contractor missed the scheduled completion date. The adjusted total contract sum would be \$1,259,079.10. Staff recommends approval of change order #8 for the Adams Street Sidewalk and Intersection Improvements Project.

**Recommend** Approval Denial by:

Russell White

Board of Public Works Staff Report

# **Milestone**



Mr. Russell White,

Milestone is reaching out requesting additional days on the Adams St. job. During the duration of this job we had a few change orders that was presented to the city and expected. When submitting the change orders, we did not ask for additional days at the time due to the time crunch needed to do the work. The first change order that was requested by the city was for the Block Retaining wall. This Change order was requested by the city on March 10th, 2020. After getting the request from the city, and then having to go onsite and look at the Limestone blocks, then getting with the Masons that would have performed the work, it was on March 24<sup>th</sup> that we sent in the Change order. This processed slowed us down from the start. Milestone knew that with the amount of vehicle traffic and foot traffic on this location that we would have to start early and give ourselves extra days to get this job completed on time. It wasn't until after we started the job that we received information on what the city wanted to do with the retaining wall. With that said Milestone had to change directions on what work we were going to start on, and where we were going to start on the project. This in fact pushed us behind schedule from the start. After receiving the information that the city wasn't going to do the Limestone block wall, we had to get with the designer about the over dig that was submitted by Milestone from the Block Retaining wall supplier before we could get started on the wall. Also, during construction Milestone had formed up, and poured the "Pork Chop Island". It was after it was poured that the city's fire dept. requested a meeting about the island. They were afraid the turn they were going to have to make was not doable in their fire trucks. After we had the onsite meeting, and the fire trucks were able to drive the routes, it was determined that the island would have to change some. It took a few days for the designer to go back and draw up the changes that were needed. This also in fact pushed Milestone's schedule back 4-5 days. After these 2 changes we passed us and we were on course to try to get back on schedule, Milestone had to remove our equipment, and not work on a Saturday due to a peaceful protest in the city. Milestone removed the equipment and halted worked so that none of our equipment or employees would be in harm's way. Also, the project at the end was delayed by Duke Energy. Hummel Electric finished up what they could on the new traffic signal and then contacted Duke Energy to get the new power services connected so Hummel Electric could finish the traffic signal and make it operable. When Hummel Electric first contacted Duke Energy to come onsite and install the new power from the pole to the meter base, Duke told them it would be 7-10 days. When Hummel didn't hear from Duke as time was getting closer for them to be onsite, they then contacted Duke again. This time duke said they do not have the proper paperwork from the city for them to hook up the new service. There was a lot of going back and forth with Duke before they finally realized they in fact had all the proper paperwork. Duke then responded that it would be an addition 2 weeks before they could be onsite because their subcontractor that does the work is tied up. This was so near the completion date that Milestone and Hummel's hands were tied and knew at this time we weren't going to finish by completion date. It was at this time Milestone tried to get everything they could completed and get the project opened up. Milestone knew that the job would not be 100% complete but wanted to ease the pain to the traveling public with opening the road. Milestone is requesting that the City of Bloomington not charge us with any Liquidated Damages. With all that went on during the construction of the Adams's St. Project protest, COVID 19, change orders, and Duke Energy Milestone feels that we made every good faith effort for this project to be completed on time.

Thanks, Dwight Cline (Project Manager)



# **City of Bloomington Planning and Transportation Department**

RE: City of Bloomington Response to release of Liquidated Damages request letter received from Milestone on Sept. 25, 2020.

**Milestone Statement #1:** "During the duration of this job we had a few change orders that was presented to the city and expected. When submitting the change orders, we did not ask for additional days at the time due to the time crunch needed to do the work."

**City Response:** The City, through its Board of Public Works, has chosen to limit the number of days that a notification of a time extension can be received from the Contractor. Recently the City has extended that time frame from 10 days to the current 20 days, as specified in General Conditions of Construction Section 12.00. Receiving these notifications in a timely manner is critical for the City so that any delays in the completion date can be addressed and further notifications can be distributed to the other Project stakeholders. As specified in the Contract Documents, Section VI, General Conditions for Construction 12.00 Change of Contract Time states "The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and Engineer within twenty (20) days of the occurrence of the event giving rise to the claim." The City did not receive any requests for additional days that comply with this requirement.

**Milestone Statement #2:** "The first change order that was requested by the city was for the Block Retaining wall. This Change order was requested by the city on March 10<sup>th</sup>, 2020. After getting the request from the city, and then having to go onsite and look at the Limestone blocks, then getting with the Masons that would have performed the work, it was on March 24<sup>th</sup> that we sent in the Change order. This processed slowed us down from the start. Milestone knew that with the amount of vehicle traffic and foot traffic on this location that we would have to start early and give ourselves extra days to get this job completed on time. It wasn't until after we started the job that we received information on what the city wanted to do with the retaining wall. With that said Milestone had to change directions on what work we were going to start on, and where we were going to start on the project. This in fact pushed us behind schedule from the start. After receiving the information that the city wasn't going to do the Limestone block wall, we had to get with the designer about the over dig that was submitted by Milestone from the Block Retaining wall supplier before we could get started on the wall."

**City Response:** November 25<sup>th</sup>, 2019 Addendum #2 was issued to all potential bidders. In that addendum question #2 states: If we elect to start prior to April 1, will our 120 days to complete begin or does the 120 days not start until April1? The posted answer clarified The Contractor will have 120 calendar days from the Notice-to-Proceed (NTP) to complete the project. We anticipate issuing the NTP shortly after the execution of the contract. However, and in accordance with SS 101.73, no work days will be charged during the months of December, January, February, or March. Work days will be charged starting April 1<sup>st</sup> 2019, but the contractor may start early if they choose to do so. During the February 19th: 2:00 PM pre-construction meeting the City and the contractor discussed the retaining wall. (From that meeting notes. XII Other; Working on wall design Working on wall design Milestone response was Contractor has not ordered any materials for the wall. City asked they hold off as we are working on a wall design.) The City did not receive any request for additional days related to the wall.

\_City Hall
**Milestone Statement #3:** "Also, during construction Milestone had formed up, and poured the "Pork Chop Island". It was after it was poured that the city's fire dept. requested a meeting about the island. They were afraid the turn they were going to have to make was not doable in their fire trucks. After we had the onsite meeting, and the fire trucks were able to drive the routes, it was determined that the island would have to change some. It took a few days for the designer to go back and draw up the changes that were needed. This also in fact pushed Milestone's schedule back 4-5 days. After these 2 changes we passed us and we were on course to try to get back on schedule."

**City Response:** 05.01.2020 email from City about possible island change. 05.01.2020 email from contractor no concrete crew on site for a week should give city time to redesign island. 05.08.2020 redesign turned over to contractor. This redesign was presented at the BPW Meeting June 23 and approved. Work on the island reconstruction was not delayed for the BPW Meeting. The City did not receive any request for additional days related to this work.

**Milestone Statement #4:** "Milestone had to remove our equipment, and not work on a Saturday due to a peaceful protest in the city. Milestone removed the equipment and halted worked so that none of our equipment or employees would be in harm's way."

**City Response:** City does not believe days can be added for this event. Protest was at City Hall and did not affect any other projects in the area. A different project downtown on Kirkwood was not disrupted by protest. The City did not receive any request for additional days related to this event.

**Milestone Statement #5:** "Also, the project at the end was delayed by Duke Energy. Hummel Electric finished up what they could on the new traffic signal and then contacted Duke Energy to get the new power services connected so Hummel Electric could finish the traffic signal and make it operable. When Hummel Electric first contacted Duke Energy to come onsite and install the new power from the pole to the meter base, Duke told them it would be 7-10 days. When Hummel didn't hear from Duke as time was getting closer for them to be onsite, they then contacted Duke again. This time duke said they do not have the proper paperwork from the city for them to hook up the new service. There was a lot of going back and forth with Duke before they finally realized they in fact had all the proper paperwork. Duke then responded that it would be an addition 2 weeks before they could be onsite because their sub-contractor that does the work is tied up. This was so near the completion date that Milestone and Hummel's hands were tied and knew at this time we weren't going to finish by completion date."

**City Response:** A meeting was held on April 14<sup>th</sup> on site meeting with a Duke Energy Engineer to discuss new service for signals. Russell White gave Duke Engineer contact to Milestone site supervisor and advised Duke needed a week lead to install service line, but advised giving at least 2 weeks.

**Milestone Statement# 6**: "It was at this time Milestone tried to get everything they could completed and get the project opened up. Milestone knew that the job would not be 100% complete but wanted to ease the pain to the traveling public with opening the road. Milestone is requesting that the City of Bloomington not charge us with any Liquidated Damages. With all that went on during the construction of the Adams's St. Project protest, COVID 19, change orders, and Duke Energy Milestone feels that we made every good faith effort for this project to be completed on time."

**City Response:** The City understands the concerns presented here but in no way was the contractor directed to hold up the project and miss the completion date to open the facilities. Furthermore, the City did not receive any notifications from Milestone of any construction delays as they were occurring, nor did the City receive any updated schedules that indicated that the project was being delayed and therefore may miss its current completion date. The failure to notify the City of any delays that were known by Milestone, as required in the contract documents, denied the City the opportunity to avoid or mitigate project delays. The City does not support this request for release from Liquidated Damages. However, after closer examination of the timeline of work tasks completed after the required completion date, the City will agree to adjust the substantial completion date to August 15<sup>th</sup>, which will reduce the Liquidated Damages from 19 days to 16 days.

# **CHANGE ORDER**

			Requested By:
Project Name:	Change Order Number:	8	Owner x
			Engineer
Adams Street Sidewalk	Date of Change Order:	Thursday, October 22, 2020	Contractor
			Field
Contractor:	Engineer's Project #:		Other
Milestone Contractors LP	NTP Date:	Wednesday, February 19, 2020	
4755 W Arlington Road	Allowable Calendar Days	120 (includes holiday's)	
Bloomington, Indiana 47404	Original Completion Date	Thursday, July 30, 2020	

		The Contract is changed as follows:		
(Include, w	where applicable, and undisputed amount att	ibutable to previously executed Construction Change Directiv	ies)	
tem #	DESCRIPTION	Quantity	Unit Price	Item Total
1	109-08359 LIQUIDATED DAMAGES	16.00 DOL	/ -\$500.00	(\$8,000.00)
2			/	\$0.00
3			/	\$0.00
4			/	\$0.00
5				\$0.00
6 7 ###	<i>"</i>			\$0.00
7 ### 8	#			\$0.00 \$0.00
o 9				\$0.00
The original Contract Sum: The net change by previously authorized Change Orders: The Contract Sum prior to this Change Order was: The Contract Sum will be changed by this Change Order in the amount of: The new Contract Sum including this Change Order will be: The Contract Time will be changed by: The date of Substantial Completion as of the date of this Change Order therefore is:			  Thursday	\$1,259,943.00 \$7,136.10 \$1,267,079.10 (\$8,000.00) \$1,259,079.10 0 days y, July 30, 2020
(Note: Th	been agreed upon by both the Owne	the Contract Sum or Contract Time which have been authori r and Contractor, in which case a Change Order is executed t LID UNTIL SIGNED BY THE ENGINEER, CONTRAC	to supersede the Construction Cha	
	been agreed upon by both the Owne	r and Contractor, in which case a Change Order is executed t	to supersede the Construction Cha TOR AND OWNER	
Planr	been agreed upon by both the Owne NOT VA	r and Contractor, in which case a Change Order is executed t LID UNTIL SIGNED BY THE ENGINEER, CONTRAC	to supersede the Construction Cha TOR AND OWNER Board o	nge Directive.)
Planr	been agreed upon by both the Owne NOT VA	Ar and Contractor, in which case a Change Order is executed in LID UNTIL SIGNED BY THE ENGINEER, CONTRACT Milestone Contractors LP CONTRACTOR 4755 W Arlington Road	to supersede the Construction Cha TOR AND OWNER Board o	nge Directive.) f Public Works
Planr	been agreed upon by both the Owner NOT VA	ar and Contractor, in which case a Change Order is executed in LID UNTIL SIGNED BY THE ENGINEER, CONTRAC Milestone Contractors LP CONTRACTOR	to supersede the Construction Cha TOR AND OWNER Board o 401 North	nge Directive.) f Public Works OWNER
Planr	been agreed upon by both the Owner NOT VA	Ar and Contractor, in which case a Change Order is executed in LID UNTIL SIGNED BY THE ENGINEER, CONTRACT Milestone Contractors LP CONTRACTOR 4755 W Arlington Road Bloomington, Indiana 47404	to supersede the Construction Cha TOR AND OWNER Board o 401 Norti	nge Directive.) f Public Works OWNER n Morton Street

SIGNATURE

SIGNATURE

SIGNATURE

FORM 10-1001



## Board of Public Works Staff Report

Project/Event:	Downtown Alleys Project Change Order #1
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Russell White
Date:	11/10/2020
•	

#### **Report:**

This project was awarded on September 15, 2020 to E & B Paving, LLC. The Notice to Proceed was issued on September 16, 2020. Work began on or about September 17, 2020. This contract includes the reconstruction of paved alleyways in the downtown Bloomington area. The original contract amount for this project was \$661,200.00. This change order is required for the contractor to relocate existing power conduits that supply power to the lighting for the north end of the square below the new proposed concrete grade. If approved this change order will result in an increase of \$3,360.00. The adjusted total contract sum would be \$664,560.00. No days are being added with this change order.

**Recommendation and Supporting Justification:** Change order #1 will result in an increase of \$3,360.00. The adjusted total contract sum would be \$664,560.00. Staff recommends approval of change orders # 1 for the Downtown Alleys Project.

**Recommend** Approval Denial by:

Russell White



#### City of Bloomington Planning and Transportation Department Engineering Division

Field Order No. 2

Date of Issuance:	04/25/2020	Effective Date:	09/25/2020
Owner:	City of Bloomington	Owner's Contract No:	
Contractor:	E & B Paving	Contractor's Project No:	
Project Engineer:		Project Manager:	Russell White
Project:	Downtown Alleys		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	City Electrical condui	ts in Alley B1	
	Specificatio	on(s)	Drawing(s) / Detail(s)
Description:			our (4) 2" conduits and replacement with 4 each with locator wires installed below the proposed concrete
Attachments	E and B proposal docum	ent	
	ISSUED:		RECEIVED:
By:		By:	
	Russell White		Contractor (Authorized Signature)
Title:	Project Manager	Title:	
Date:	09/25/2020	Date:	
Copy to: Proje	ect file		
			DL

City Hall



September 23, 2020

Mr. Russell White City of Bloomington

Re: Bloomington Downtown Alley Repaving, 2" Conduit Removal and Replacement

Mr. White,

Our price to complete the removal of the existing set of 4 each 2" conduits and replacement with 4 each of new 2" Sch 40 Conduits at a lower elevation to facilitate installation of new concrete pavement is \$7.00 per lineal foot of 2" conduit installed.

This pricing is based upon the existing wires in the conduits being disconnected at the building to allow for removal with the existing concrete pavement it is currently encased in. Additionally, pulling of wires and reconnection of wires at each end of the conduit run is not included and would need to be performed by others.

Please let us know ASAP if this proposal is acceptable so we can proceed accordingly.

Sincerely,

Garrett Gough Estimator/Project Manager

AN EQUAL OPPORTUNITY EMPLOYER

2520 W. INDUSTRIAL PARK DRIVE, BLOOMINGTON, IN 47404 PHONE 812-334-7940 www.ebpaving.com



## City of Bloomington, Indiana Change Order Details Downtown Alley Repaying Project

Description	Reconstruction of paved alleyways in the downtown Bloomington area.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Pending
Date Created	10/26/2020
Туре	Changed Conditions
Change Order Description	During excavation of ally A1 and B1 it was discovered that the electrical conduits powering the downtown street lights were previously installed with less than a foot of cover. The conduits were required to be lowered in order for installation of the concrete alleys in A1 and B1 to continue. A field order was issued for relocation of the conduits. This change order will add an item to the contract for the installation of electrical conduits. Field Order #2 specified the following:
	<ol> <li>Proceed with the relocation of electrical conduits in alleys A1 and B1 as indicated in your letter dated September 23rd, 2020, with the following additions</li> <li>Contractor shall install pull-rope in each conduit.</li> <li>Conduits shall be buried to a depth lower than the sub-grade.</li> <li>Contractor shall install marking tape above the conduits.</li> </ol>

5. Contractor shall only install three conduits.

Awarded Project Amount	\$661,200.00
Authorized Project Amount	\$661,200.00
Change Order Amount	\$3,360.00
<b>Revised Project Amount</b>	\$664,560.00

#### **New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Base Bid					
0030	805-08214	LFT	480.000	\$7.000	\$3,360.00
CONDUIT, PVC, 2 IN. SCHEDULE 40					

Reason: Relocate existing electric supply lines below proposed subgrade.

	Funding Details			
	Base Bid Award	480.000	\$7.000	\$3,360.00
1 item				Total: \$3,360.00

### **Funding Summary**

Fund Package	Original Amount	Authorized Amount	Pending Change	<b>Revised Amount</b>
Base Bid Award	\$661,200.00	\$661,200.00	\$3,360.00	\$664,560.00
1 fund package	\$661,200.00	\$661,200.00	\$3,360.00	\$664,560.00

Change Order Details:

Downtown Alley Repaving Project

#### Attachments

Document	Name	Description		Submission Date
SKM_C45820092316290-1.pdf	SKM_C45820092316290-1.pdf	Latter from E & B addressing the 2" conduit use grade in Alley B1	d for the power relocation below sub	10/26/2020 03:37 PM EDT
1 attachment				
	Not valie	d until signed by the Engineer, Contractor, and Ow	mer	
	Engineer	Contractor	Owner	
	Title	Title	Title	
	Date	Date	Date	



September 23, 2020

Mr. Russell White City of Bloomington

Re: Bloomington Downtown Alley Repaving, 2" Conduit Removal and Replacement

Mr. White,

Our price to complete the removal of the existing set of 4 each 2" conduits and replacement with 4 each of new 2" Sch 40 Conduits at a lower elevation to facilitate installation of new concrete pavement is \$7.00 per lineal foot of 2" conduit installed.

This pricing is based upon the existing wires in the conduits being disconnected at the building to allow for removal with the existing concrete pavement it is currently encased in. Additionally, pulling of wires and reconnection of wires at each end of the conduit run is not included and would need to be performed by others.

Please let us know ASAP if this proposal is acceptable so we can proceed accordingly.

Sincerely,

Garrett Gough Estimator/Project Manager

AN EQUAL OPPORTUNITY EMPLOYER

2520 W. INDUSTRIAL PARK DRIVE, BLOOMINGTON, IN 47404 PHONE 812-334-7940 www.ebpaving.com

ASPHALT AND CONCRETE PAVING CONTRACTORS



## **Board of Public Works Staff Report**

Project/Event:	Award Construction Contract for the Curve Warning Signs Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Russell White
Date:	11/10/2020

#### Report:

Summary of Contract: This contract includes the replacement/relocation of multiple traffic warning signs within the City of Bloomington. One quote was received for this project.

Ragel Inc. \$31,551.00

City Staff reviewed the quote and are recommending awarding the contract to Ragel Inc. the lowest responsible and responsive quoter, with a quote of \$31,551.00

Recommendation and Supporting Justification: City Staff reviewed the quote and are recommending awarding the contract to Ragel Inc. the lowest responsible and responsive quoter, with a quote of \$31,551.00.

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

## AGREEMENT

#### **CITY OF BLOOMINGTON**

#### PLANNING AND TRANSPORTATION DEPARTMENT

#### AND

#### **RAGEL Inc.**

#### FOR

#### WARNING SIGNS REPLACEMENT/RELOCATION

**THIS AGREEMENT,** executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and <u>Ragel Inc</u>, (hereinafter CONTRACTOR);

#### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **replacement/relocation of multiple traffic warning** signs within the City of Bloomington,, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

#### ARTICLE 1. TERM

**<u>1.01</u>** 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 sixty (60) 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 Quote, attached hereto as Attachment 'D'. 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.

**<u>3.03</u>** 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.

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

#### ARTICLE 4. RETAINAGE

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

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

**<u>4.02</u>** <u>**Retainage Amount**</u> 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.

**<u>4.03</u>** 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.

**<u>4.04</u>** Withholding Funds for Completion of Contract</u> 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 his or her 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 his or her officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

#### 5.02 Abandonment, Default and Termination

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

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

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03** <u>Default</u>: 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 Quote Documents.
- 4. The Invitation to Quoters.
- 5. The Instructions to Quoters.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

#### 5.05 Insurance

#### <u>5.05.01</u>

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:

Coverage		<u>Limits</u>
Α.	Worker's Compensation & Disability	Statutory Requirements
В.	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
С.	Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
	njury, personal injury, property damage, tual liability, products-completed operations,	and \$2,000,000 in the
General Aggregate Limit (other than Products/Completed Operations)		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. owned,	Comprehensive Auto Liability (single limit, 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 he or she is now and will maintain in good standing with such governmental agencies and that he or she will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

#### 5.08 Non-Discrimination

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

**5.08.02** CONTRACTOR certifies for themself and all his or her 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 he or she:

a. Has formulated his or her own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in his or her operations.

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

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

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

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

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

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

#### 5.09 Workmanship and Quality of Materials

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

**5.09.02** <u>OR EQUAL</u>: 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) feet 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 both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

**5.12.04** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 <u>et seq</u>. 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	Ragel Inc.	
Attn: Russell White	ATTN: Scott S. York, President	
401 N. Morton St., Suite 130	P.O. Box 444	
Bloomington, Indiana 47404	Newburg, Indiana 47629	

**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 he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her subcontractor is liable to the City for actual damages.

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

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

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

City of Bloomington Bloomington Board of Public Works

BY:	BY:	
Kyla Cox Deckard, President	Contractor Representative	
Deth II. Hellingewenth Menchen	Drinted Name	
Beth H. Hollingsworth, Member	Printed Name	
Dana Palazzo, Member	Title of Contractor Representative	
John Hamilton, Mayor of Bloomington		

#### ATTACHMENT 'A'

#### "SCOPE OF WORK"

#### Warning Signs Replacement/Relocation

This project shall include, but is not limited to the replacement/relocation of multiple traffic warning signs within the City of Bloomington.

#### ATTACHMENT 'B'

#### AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA )
) SS:

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

AFFIDAVIT

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

)

1. The undersigned is the \_\_\_\_\_\_ of

(job title)

(company name)

2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
		Ivieasure		Quantity	
Α.					
В.					
С.					
D.					
				Total	\$

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

Signature

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

Printed Name

STATE OF INDIANA	)		
	) SS:		
COUNTY OF	)		
Before me, a Notary Public	in and for said County	y and State, personally appeared	
and acknowledged the exec	cution of the foregoin	ng this day of	, 20
My Commission Expires:			
		Signature of Notary Public	
County of Residence:			
		Printed Name of Notary Public	
Commission #:			
*Quoters: Add extra	sheet(s), if needed.		

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

#### ATTACHMENT 'C'

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)
- 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 herby 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 and acknowledged the execution			
My Commission Expires:		ure of Notary Public	
	Signat		
County of Residence:		d Name of Notary Public	

#### ATTACHMENT 'D'

#### "Unit Prices"



City of Bloomington Planning and Transportation Department

	Letting Date: November 6th, 2020	
Proposal Schedule of Items (Unit Prices)	Page 1 of 1	

#### Project Title : City of Bloomington Warning Signs Replacement/Relocation

LINE	ITEM	DESCRIPTION	Approximate Quantity and UNITS Units	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1 lump sum	\$1,000.00	\$1,000.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1 lump sum	\$1,575.00	\$1,575.00
003	622-03672	TREE PROTECTION AND TRIMMING	1 lump sum	\$2,500.00	\$2,500.00
004	801-06775	MAINTAINING TRAFFIC	1 lump sum	\$8.575.00	\$8.575.00
005	802-04089	SIGN, SHEET, REMOVE	10 EACH	\$25.00	\$250.00
006	802-05704	SIGN POST, SQUARE TYPE 1 UNREINFORCED ANCHOR BASE	767 LFT	\$10.00	\$7.670.00
007	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	37 EACH	\$35.00	\$1,295.00
008	802-07060	SIGN, SHEET, RELOCATE	24 EACH	\$60.00	\$1.440.00
009	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	126 SFT	\$15.00	\$1,890.00
010	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	357 SFT	\$15.00	\$5.355.00
011	109-08359	LIQUIDATED DAMAGES	1 DOL	\$1.00	\$1.00
			τοται	PROJECT QUOTE:	\$31.551.00

Quoter acknowledges that

1. each Quote Unit Price includes an amount considered by Quoter to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, 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

Project/Event:	Award Construction Contract for the Maxwell Sidewalk Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Russell White
Date:	11/10/2020

#### Report

This contract includes the installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street. The estimated construction cost is \$121,198.82. We received 4 quotes for this project.

Monroe LLC	\$136,826.00
Groomer Construction Inc.	\$185, 144.34
Milestone Contractors LP.	\$196,500.00
E & B paving Inc.	\$194,194.00

City Staff reviewed the quotes and are recommending awarding the contract to Monroe LLC. the lowest responsible and responsive quoter, with a quote of \$136,826.00.

**Recommendation and Supporting Justification:** City Staff reviewed the quotes and are recommending awarding the contract to Monroe LLC. the lowest responsible and responsive quoter, with a quote of \$136,826.00.

Recommend Approval Denial by:

Russell White

## AGREEMENT

#### **CITY OF BLOOMINGTON**

#### PLANNING AND TRANSPORTATION DEPARTMENT

#### AND

#### Monroe LLC

FOR

#### Maxwell Street Sidewalk Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and <u>Monroe LLC</u>, (hereinafter CONTRACTOR);

#### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for *the installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street*, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

#### ARTICLE 1. TERM

**<u>1.01</u>** 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 one hundred twenty (120) 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

**<u>3.01</u>** 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 Quote, attached hereto as Attachment 'D'. 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.

**<u>3.03</u>** 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.

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

#### ARTICLE 4. RETAINAGE

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

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

**<u>4.02</u>** <u>**Retainage Amount**</u> 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 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.

**<u>4.03</u>** 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.

**<u>4.04</u>** Withholding Funds for Completion of Contract</u> 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 his or her 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 his or her officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

#### 5.02 Abandonment, Default and Termination

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

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

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03** <u>Default</u>: 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 Quote Documents.
- 4. The Invitation to Quoters.
- 5. The Instructions to Quoters.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

#### 5.05 Insurance

#### <u>5.05.01</u>

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:

Coverage		<u>Limits</u>
Α.	Worker's Compensation & Disability	Statutory Requirements
В.	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
С.	Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
	njury, personal injury, property damage, tual liability, products-completed operations,	and \$2,000,000 in the
General Aggregate Limit (other than Products/Completed Operations)		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. owned,	Comprehensive Auto Liability (single limit, 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 he or she is now and will maintain in good standing with such governmental agencies and that he or she will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

#### 5.08 Non-Discrimination

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

**5.08.02** CONTRACTOR certifies for themself and all his or her 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 he or she:

a. Has formulated his or her own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in his or her operations.

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

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

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

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

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

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

#### 5.09 Workmanship and Quality of Materials

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

**5.09.02** <u>OR EQUAL</u>: 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) feet 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 both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

**5.12.04** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 <u>et seq</u>. 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	Monroe LLC
Attn: Russell White	Attn: John Simpson, President
401 N. Morton St., Suite 130	4440 State Road 46 West
Bloomington, Indiana 47404	Nashville, Indiana 47448

**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 he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her subcontractor is liable to the City for actual damages.

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

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

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

City of Bloomington Bloomington Board of Public Works

BY:	BY:
Kyla Cox Deckard, President	Contractor Representative
Beth H. Hollingsworth, Member	Printed Name
Dana Palazzo, Member	Title of Contractor Representative
John Hamilton, Mayor of Bloomington	

# ATTACHMENT 'A'

"SCOPE OF WORK"

Maxwell Street Sidewalk Project

This project shall include, but is not limited to the installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street.

### ATTACHMENT 'B'

#### AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA )
) SS:

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

AFFIDAVIT

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

)

1. The undersigned is the \_\_\_\_\_\_ of

(job title)

(company name)

2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.

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

	Trench Safety Measure	Units of	Unit Cost	Unit	Extended Cost
		Measure		Quantity	
Α.					
В.					
С.					
D.					
				Total	\$

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

Signature

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

Printed Name

STATE OF INDIANA	)		
	) SS:		
COUNTY OF	)		
Before me, a Notary Public	in and for said Count	y and State, personally appeared	
and acknowledged the exec	ution of the foregoin	ng this day of	, 20
My Commission Expires:			
		Signature of Notary Public	
County of Residence:			
		Printed Name of Notary Public	
Commission #:			
*Quoters: Add extra	sheet(s), if needed.		

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

### **ATTACHMENT 'C'**

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 herby 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	)	
	or said County and State, personally appeared f the foregoing this day of	
My Commission Expires:	Signature of Notary Public	_
County of Residence:	Signature of Notary Public Printed Name of Notary Public	_
Commission #:		

# ATTACHMENT 'D'

"Unit Prices"



City of Bloomington Planning and Transportation Department

Proposal Schedule of Items (Unit Prices)

Letting Date: November 6th, 2020 Page 1 of 1

#### Project Title : Maxwell Street Sidewalk Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and UNITS Units	UNIT PRICE	BID AMOUNT
001	110-01001	Mobilization & Demobilization	1 lump sum	\$7,500.00	\$7,500.00
002	201-52370	Clearing of Right of Way	1 lump sum	\$17,500.00	\$17.500.00
003	604-06070(A)	Monolithic Concrete Curb & Sidewalk	14 SYS	\$75.00	\$1,050.00
004	604-06070	Concrete Sidewalk	469 SYS	\$80.00	\$37,520.00
005	605-06120	Concrete Curb - 6"	27 LFT	\$45.00	\$1,215.00
006	610-08446	Concrete Pavement for Drives - 6*	206 SYS	\$75.00	\$15,450.00
007	305-07468	PCCP Base Patching-8" (Pvmt Patch)	49 SYS	\$40.00	\$1.960.00
008	304-07490	HMA Patching (Pvmt. Patching)	5 TON	\$250.00	\$1.250.00
009	402-07451	HMA Wedge and Level	18 TON	\$250.00	\$4,500.00
010	621-06560	Mulch & Seed	440 SYS	\$10.00	\$4,400.00
011	604-07901	Handicap Ramp	49 SYS	\$300.00	\$14,700.00
012	715-91742	Relocate Water Meter	4 EACH	\$500.00	\$2.000.00
013	720-97008	Relocate Fire Hydrant	1 EACH	\$6.500.00	\$6.500.00
014	802-91122	Relocate Signs	3 EACH	\$400.00	\$1,200.00
015	205-06937	Temporary Silt Fence (Undistributed)	200 LFT	\$5.00	\$1,000.00
016	801-06775	Maintaining Traffic	1 lump sum	\$4,500.00	\$4,500.00
017	715-05118	Storm Sewers ADS N-12 Pipe Type 1 Circular	26 LFT	\$60.00	\$1.560.00
018	715-08250	12" - Storm Sewers Ductile Iron Pipe	35 LFT	\$90.00	\$3.150.00
019	720-45030	Storm Inlet E	1 EACH	\$3,500.00	\$3,500.00
020	305-07468	PCCP Base Patching-8" (Pvmt Patch)	8 SYS	\$40.00	\$320.00
021	304-07490	HMA Patching (Pvmt. Patching)	1 TON	\$250.00	\$250.00
022	109-08359	LIQUIDATED DAMAGES	1 DOL	<u>\$1.00</u>	\$1.00
023	808-06368	TRANSVERSE MARKING, REMOVE	12 LFT	\$50.00	\$600.00
024	808-06726	TRANSVERSE MARKING, PAINT, STOP LINE, WHITE, 24 IN.	12 LFT	\$100.00	\$1,200.00
025	622-05649	Deciduous Trees - 2 " Caliper	10 EACH	\$400.00	\$4,000.00
			то	TAL PROJECT QUOTE:	\$136,826

#### Bidder acknowledges that:

1. each Bid Unit Price includs an amount concidered by Bidder to be adequate to cover Contactor's overhead and profit for each seperatley identified item, and,

2. estimated quantities are not guaranteed, and are soley for the porpose 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.

#### **ESCROW AGREEMENT**

#### **Maxwell Street Sidewalk**

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

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

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

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

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

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

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

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

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

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

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

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

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

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

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

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

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

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

<u>If to Owner:</u> City of Bloomington Board of Public Works 401 N. Morton Street, Suite 130 Bloomington IN 47404 Attn: Neil Kopper, Interim Transportation and Traffic Engineer If to Escrow Agent: First Financial Bank 536 N. College Ave. Bloomington, IN 47404 Attn: Cindy Kinnarney

If to Contractor:	
Name:	
Address:	
City/State:	
Attn:	

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

#### OWNER:

City of Bloomington, Board of Public Works

By: \_\_\_

Kyla Cox Deckard, President

#### **CONTRACTOR:**

B	r				
-	۰.	 	 	 	

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

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

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

#### ESCROW AGENT:

First Financial Bank

Ву: \_\_\_\_\_

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

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

#### AUTHORIZATION TO RELEASE ESCROW FUNDS

\_(Date)

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

Attn: Cindy Kinnarney

Ladies and Gentlemen:

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

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

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

	Sincerely,
THE ESCROW PARTIES:	
The City of Bloomington	Contractor
By: Neil Kopper, Interim Transportation and Traffic Engineer	Ву:
	Printed Name:

Reviewed and Approved By:

Scott Robinson, Director Planning and Transportation Department

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

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

Escrow Agent First Financial Bank

Ву: \_\_\_\_\_

Printed Name and Title



# Board of Public Works Staff Report

Project/Event:	Award Construction Agreement for East Allen Street Traffic Calming Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	November 10 <sup>th</sup> , 2020

**Report:** This project will replace the temporary traffic calming measures on East Allen Street, from South Walnut Street to South Henderson Street. It will include the installation of four bump-outs, three of which will also serve as rain gardens. Quotes were opened at a virtual meeting on November 6th, 2020, the City received two quotes;

- E & B Paving, LLC \$62,262.00
- Milestone Contractors, LP \$67,000.00

with E & B Paving, LLC being the lowest responsive and responsible quoter. Construction is anticipated to begin in late winter or early spring 2021. Throughout construction some road closures to through traffic will be required, these will be restricted to only one block length with the intersections remaining open. Funding for this project is being provided through the Alternative Transportation Fund.

**Recommendation and Supporting Justification:** Staff has reviewed the quotes and agreement and we recommend approval of the construction agreement.

Recommend Approval Denial by:

Roy atten

Board of Public Works Staff Report

# AGREEMENT BETWEEN

#### BEIWEEN

#### **CITY OF BLOOMINGTON**

#### PLANNING AND TRANSPORTATION DEPARTMENT

#### AND

#### E & B PAVING, LLC

#### FOR

#### East Allen Street Traffic Calming

**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, LLC, (hereinafter CONTRACTOR);

#### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of traffic calming devices, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

#### ARTICLE 1. TERM

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

#### ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work 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 sixty (60) 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

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

<u>3.02</u> 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 Quote, attached hereto as Attachment 'D'. 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.

<u>3.03</u> 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.

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

### ARTICLE 4. RETAINAGE

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

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

**<u>4.02</u>** <u>Retainage Amount</u> 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 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 his or her 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 his or her officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

#### 5.02 Abandonment, Default and Termination

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

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

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03** <u>Default</u>: 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 option, 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 Quote Documents.
- 4. The Invitation to Quoters.
- 5. The Instructions to Quoters.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

#### 5.05 Insurance

#### <u>5.05.01</u>

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>Covera</u>	<u>ge</u>	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
В.	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
	njury, personal injury, property damage, tual liability, products-completed operations,	and \$2,000,000 in the
	Aggregate Limit (other than Products/Completed	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. owned,	Comprehensive Auto Liability (single limit, 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 he or she is now and will maintain in good standing with such governmental agencies and that he or she will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

#### 5.08 Non-Discrimination

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

**5.08.02** CONTRACTOR certifies for themself and all his or her 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 he or she:

a. Has formulated his or her own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in his or her operations.

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

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

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

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

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

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

#### 5.09 Workmanship and Quality of Materials

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

**5.09.02** <u>OR EQUAL</u>: 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) feet 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 both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

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

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

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

<u>5.14</u> <u>Written Notice</u> 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	E & B Paving, LLC
Attn: Roy Aten	Attn: Todd Hoops, Area Manager
401 N. Morton St., Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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

**5.16** Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her subcontractor is liable to the City for actual damages.

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

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

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

City of Bloomington Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Member

Printed Name

**Contractor Representative** 

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

#### ATTACHMENT 'A'

#### "SCOPE OF WORK"

East Allen Street Traffic Calming

This project shall include, but is not limited to, the removal of temporary traffic calming devices, installation of a traffic cushion, and the installation of four bump-outs.

#### ATTACHMENT 'B'

#### AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA ) ) SS:

COUNTY OF Monroe

#### AFFIDAVIT

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

1. The undersigned is the <u>Area Manager</u> of (job title)

E & B Paving, LLC

(company name)

2. The undersigned Is duly authorized and has full authority to execute this Quoter's Affidavit.

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
Α.	N/a	N/a	N/a	N/a	N/a
В.			· · · · · · · · · · · · · · · · · · ·		
C.					
D.					
				Total	\$ <u>N/a</u>

Method of Compliance (Specify)N/	a	
	B PAVINO	
FILL	SEAL )	20
Signature Todd Hoops	SEAL Bate: November 6	, 20 <u>20</u>
Printed Name		

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

Before me, a Notary Public in and for said County and State, personally appeared <u>Todd Hoops</u> and acknowledged the execution of the foregoing this <u>6</u> day of <u>November</u> <u>2020</u>.

My Commission Expires: 1/20/22

County of Residence: Monroe

Mary Elizabeth Van Skiver Printed Name of Notary Public

Signature of Notary Public

Commission #: 650384

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

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



Van Skiver

# ATTACHMENT 'C'

"E-Verify AFFIDAVIT"
STATE OF INDIANA )
)SS: COUNTY OF <u>Monroe</u> )
E-VERIFY AFFIDAVIT
The undersigned, being duly sworn, hereby affirms and says that:
1. The undersigned is the <u>Area Manager</u> of <u>E &amp; B Paving</u> , LLC
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; <b>OR</b>
<ul> <li>ii. is a subcontractor on a contract to provide services to the City of Bloomington.</li> <li>3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does</li> </ul>
<ol> <li>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).</li> </ol>
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and
participates in the E-verify program.
Signature / bod from
Todd Hoops
Printed Name
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.          Signature       Signature         Todd Hoops       SEAL         Printed Name       )         STATE OF INDIANA       )
)SS: COUNTY OF Monroe
· · · · · · · · · · · · · · · · · · ·
Before me, a Notary Public in and for said County and State, personally appeared <u>Todd Hoops</u>
and acknowledged the execution of the foregoing this <u>6</u> day of <u>November</u> , 20 <u>20</u> .
m sein Non'
My Commission Expires: 1/20/22
Signature of Notary Public
County of Residence: <u>Monroe</u> <u>Mary Elizabeth Van Skiver</u>
Printed Name of Notary Public
Commission #: 650384
MARY ELIZABETH VAN SKIVER
StAL Commission # 650384 My Commission 5
January 20, 2022

### ATTACHMENT 'D'

#### "Unit Prices"



City of Bloomington Planning and Transportation Department

Proposal Schedule of Items (Unit Prices)

Letting Date: <u>November 6th, 2020</u> Page 1 of 1

#### Project Title : East Allen Street Traffic Calming

LINE	ITEM	DESCRIPTION	Approximate Quantity and UNITS Units	UNIT PRICE	QUOTE AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1 LS	\$900.00	\$900.00
002	109-08359	LIQUIDATED DAMAGES	1 DOL	\$1.00	\$1.00
003	110-01001	MOBILIZATION AND DEMOBILIZATION	1 LS	\$3,000.00	\$3,000.00
004	201-52370	CLEARING RIGHT OF WAY	1 LS	\$12,300.00	\$12,300.00
005	301-12233	AGGREGATE NO 8, DOUBLE WASHED	12.7 TON	\$165.00	\$2,095.50
006	303-01180	COMPACTED AGGREGATE NO. 53	5 TON	\$75.00	\$375.00
007	304-07490	HMA PATCHING, TYPE B HMA ON 9 IN PCCP	14.2 SYS	\$465.00	\$6,603.00
008	502-06457	SPEED CUSHION, CONCRETE	4.7 SYS	\$175.00	\$822.50
009	604-06070	SIDEWALK, CONCRETE	20.5 SYS	\$150.00	\$3,075.00
010	605-06125	CURB, CONCRETE, MODIFIED, 34 IN	104.5 LFT	\$130.00	\$13,585.00
011	605-06125	CURB, CONCRETE, MODIFIED, 20 IN	69.1 SYS	\$75.00	\$5,182.50
012	616-06451	RIPRAP, UNIFORM, TYPE B	1.5 TON	\$345.00	\$517.50
013	616-12247	GEOTEXTILE FOR RIPRAP TYPE 1B	5 SYS	\$15.00	\$75.00
014	621-07762	COMPOST AMENDED SOIL, MODIFIED SOIL	30 CYS	\$155.00	\$4,650.00
015	720-07309	TRENCH DRAIN	20 LFT	\$305.00	\$6,100.00
016	801-06775	MAINTAINING TRAFFIC	1 LS	\$2,360.00	\$2,360.00
017	804-06770	DELINEATOR POST	4 EACH	\$155.00	\$620.00
				TOTAL PROJECT QUOTE:	\$62,262.00

#### Quoter acknowledges that:

1. each Quoted Unit Price includes an amount considered by Quoter to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, 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

Project/Event:	Request from Weddle Brothers for Temporary Road Closure of E 11 <sup>th</sup> St between Forrest Ave and Walnut Grove
Staff Representative:	Sara Gomez
Petitioner/Representative:	Weddle Brothers/Mike Hemmerling
Date:	November 10 <sup>th</sup> , 2020

**Report:** Weddle Brothers is requesting a temporary road closure of E 11<sup>th</sup> St between Forrest Ave and Walnut Grove as part of the IU Parking Garage/Office Building project. This request is to accommodate the placement of a large crane on 11<sup>th</sup> St for precast delivery and placement. The traffic control would be in place from November 30<sup>th</sup> 2020 to January 29<sup>th</sup> 2021.

Weddle Brothers has supplied maintenance of traffic plans for all work. Public notice to adjacent property owners was handled through an email with IU staff since it is all IU property.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Weddle Brothers for the temporary road closure of E 11<sup>th</sup> St.

Recommend 🛛 Approval 🗌 Denial by

Sara Gomez



Thursday, October 29th, 2020

Via Electronic Delivery

Board of Public Works City of Bloomington 401 North Morton Street Bloomington, IN 47404

# RE: 11th Street Road Closure Between Forest Ave, and Walnut Grove

Dear Board Members,

In association with the 11<sup>th</sup> Street Parking Garage/Office Building Project at I.U. (IU#20165057) Weddle Bros. Building Group is installing precast panel along the south side of the building, close to 11<sup>th</sup> St. Weddle Bros. Build Group is respectfully requesting a temporary road closure of 11<sup>th</sup> Street between Forest Ave., and Walnut Grove in accordance with the attached Management of Traffic Plan. Weddle Bros. Building Group is requesting this closure from November 30<sup>th</sup>, 2020 through January 29<sup>th</sup>, 2021.

Weddle Bros. Building Group will coordinate this closure with I.U. Capital Planning and Facilities. Therefore, Weddle Bros. Building Group respectfully requests that the Board of Public Works approves the 11<sup>th</sup> Street closure referenced above from November 30<sup>th</sup>, 2020 through January 29<sup>th</sup>, 2021.

Sincerely, Weddle Bros. Building Group, LLC

Michael A. Hemmerling, LEED<sup>®</sup>AP BD+C Vice President



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# **City of Bloomington**

**Public Works Department** 

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

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

# **Street or Traffic Lane Closure Permit Application**

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

Location: <u>1026 East 11th</u> (Street)	<u>) Street N. Fo</u>	(From)	N. Walnut Groc	ove Ave
1	11.07	The Traffic Lane $\Box 2 c$	•	□Alley
Reason for Closure:	□Work on Sidewal □Utility Work	k/Multiuse Path/Trail □Special Event	<b>GWork in Stree⊅</b> ☐Work on Private P	Property
Date(s) of Closure: From > 2 we Overnight Closure Require	eeks? Yes	o1/29/21 □No INo	Start Time: _ <mark>6</mark> : 3 End Time: _5: 0	$\smile$

The applicant hereby certifies and agrees as follows:

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

# **Applicant Information:**

Name or Organization: Weddle	Brothers Construction Companies
Contact Person (Printed Name):_	Dave Peterson

Contact Email:	dpeterson@weddlebro	S.COM Contact Phone No.:	812-340-9120
Signature:(	De Pt	Date.	10/29/20

For Administration Use Only Approved By: \_\_\_\_\_ Director Date: \_\_\_\_\_ BPW City Engineer Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_



Board of Public Works Staff Report

Project/Event:

Contract with Bruce Home Improvements, Inc. for Replacement of Overhead Doors at Fleet Maintenance Garage

Petitioner/Representative: Public Works Department

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

Meeting Date: November 10, 2020

This contract is for replacement of 10 overhead doors at Fleet Maintenance Garage. The overhead doors at Fleet Maintenance have outlived their useful lifespan and have become a constant maintenance issue.

Three quotes were solicited for the project and are as follows:

Bruce Home Improvements	\$59,326.00
Thomas Garage Door Sales	\$69,188.00
Crown	\$70.988.98

Staff recommends awarding the contract to Bruce Home Improvements for \$59,326.00.

Respectfully submitted,

JD Souff

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

# AGREEMENT

#### BETWEEN

#### CITY OF BLOOMINGTON

#### PUBLIC WORKS DEPARTMENT

#### AND

#### BRUCE HOME IMPROVEMENTS, INC.

#### FOR

#### REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE

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

#### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **overhead door replacement at Fleet Maintenance Garage**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

#### ARTICLE 1. TERM

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

#### ARTICLE 2. SERVICES

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

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

<u>2.03</u> CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.
#### ARTICLE 3. COMPENSATION

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

.<u>3.02</u>. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed <u>Fifty-Nine</u> <u>Thousand, Three Hundred Twenty-Six Dollars (\$59,326.00)</u>. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

#### ARTICLE 4. RETAINAGE

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

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

**4.02 Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow 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

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

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

#### 5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

#### 5.03. Successors and Assigns

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

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

#### .5.04. Extent of Agreement: Integration

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

- 1. This Agreement and its Attachments.
- 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- 3. All Addenda to the Quote Documents.
- 4. The Invitation to Quoters.
- 5. The Instructions to Quoters.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

#### 5.05. Insurance

#### <u>5.05.01</u>

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

. <u>Coverage</u>		. <u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
В.	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, ctual liability, products-completed operations,	and \$2,000,000 in the
Genera	I Aggregate Limit (other than Products/Completed	aggregate
Operat		\$1,000,000
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D. owned	Comprehensive Auto Liability (single limit, , 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.

<u>5.06</u>. <u>Necessary Documentation</u> 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. <u>Applicable Laws</u> CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

#### .5.08. .Non-Discrimination

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

#### .5.09. Workmanship and Quality of Materials

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

#### 5.11 Amendments/Changes

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

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

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

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

### 5.12 Performance Bond and Payment Bond

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

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

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

**5.12.04** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 .<u>et seq</u>.. 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. <u>Payment of Subcontractors</u> CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

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

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

TO CITY:

#### TO CONTRACTOR:

City of Bloomington	Bruce Home Improvements, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: James R. Bruce / President
P.O. Box 100 Suite 130	P. O Box 614
Bloomington, Indiana 47402	Clear Creek, Indiana 47426

.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 for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

#### 5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

BY:

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

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

City of Bloomington Bloomington Board of Public Works Bruce Home Improvements, Inc.

BY:

Kyla Cox Deckard, President

James R. Bruce, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

### ATTACHMENT 'A'

#### "SCOPE OF WORK"

### REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE

This project shall include, but is not limited to:

- 1. Contractor shall provide all materials and labor to replace 10 overhead doors.
- 2. The doors and openers shall consist of:
  - 2 @ 12'2"x12' chi 6342 or Wayne Dalton insulated rolling steel garage doors 1 right 1 left with GH503 openers
  - 4 @ 12'2"x14' Haas 2016 normal headroom angle mount to steel track with 1 full view window section insulated
  - 2 @ 12'2x12' Haas 2016 normal headroom track angle mount to steel track with 1 full view window section
  - 2 @ 12'2x12 Hass 2016 normal head room track with angle mount track with pass through door with 6 12x24 insulated windows
  - 2 @ Liftmaster T501 openers
  - 6 @ Liftmaster H503 openers
- 3. Contractor will properly dispose of all scrap materials.

### ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; C	COST RECOVERY

STATE O	F INDIANA	)	
		) SS:	
COUNTY	OF	_)	
		AFFIDAVIT	
The und	ersigned, being duly sworn	, hereby affirms and says that:	
1	The undersigned is the		of
		(job title)	
	,		<b>·</b>
		(company name)	
2.	The undersigned is duly au	uthorized and has full authority to execute this Qu	oter's Affidavit

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
Α.					
В.					
C.					
D.					
				Total	\$

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

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

Signature

Printed Name

	7		
STATE OF INDIANA	)		
	) SS:		
COUNTY OF	)		
Before me	e, a Notary Public in and for s	said County and State, personally appeared	
	·	and acknowledged the execution of the foregoing this	day
of	, 20		
My Commission Ex	pires:		
,		Signature of Notary Public	
County of Residend	ce:		
,		Printed Name of Notary Public	
Commission #:			
*Quoters:	Add extra sheet(s), if needec	i.	

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

#### ATTACHMENT 'C'

#### "E-Verify AFFIDAVIT"

) STATE OF INDIANA )SS:

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

#### E-VERIFY AFFIDAVIT

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

- \_\_\_\_ of \_\_\_\_\_ 1. The undersigned is the \_\_\_\_\_ (company name)
- a. (job title)
- 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).
- The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and 4. participates in the E-verify program.

Signature	
-----------	--

Printed Name

STATE OF INDIANA	)
	)SS:
COUNTY OF	)

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

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

Notary Public's Signature

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

Printed Name of Notary Public

**Commission Number** 

#### ATTACHMENT D

#### NON-COLLUSION AFFIDAVIT

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

#### OATH AND AFFIRMATION

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

Ŧ

Dated this	day of		, 20	
		(Name	of Organization)	
		Ву:		
		(Name	and Title of Person Signir	1g)
STATE OF INDIANA		)		
COUNTY OF		) SS: )		
Subscribed and s	worn to before	me this	day of	, 20
My Commission Expires: _				
			Notary Public Signature	ž
Resident of	County			
			Printed Name	
Commission Number				



Invoice Date Range 10/28/20 - 11/13/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-tape, markers, notepads		11/13/2020	18.97
	Account 52110 - Office Supplies Totals			\$18.97
Account 52210 - Institutional Supplies		Transactior	IS	
4136 - C. Specialties, INC	01-cat carriers for adoptions (400)-inc. s/h		11/13/2020	982.00
313 - Fastenal Company	01-trash bags, bleach, paper towels, soap-10/22/20		11/13/2020	442.75
313 - Fastenal Company	01-laundry detergent-10/15/20		11/13/2020	72.99
4586 - Hill's Pet Nutrition Sales, INC	01-feline/canine/kitten/puppy food-10/16/20		11/13/2020	527.27
4586 - Hill's Pet Nutrition Sales, INC	01-prescription food-canine/feline-10/16/20		11/13/2020	248.20
4586 - Hill's Pet Nutrition Sales, INC	01-Credit-undelivered food-10/6/20		11/13/2020	(13.59)
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-9/25/20		11/13/2020	155.82
4633 - Midwest Veterinary Supply, INC	01-CR-3Q-Partnership Program Rebate-10/9/20		11/13/2020	(190.50)
4633 - Midwest Veterinary Supply, INC	01-syringes-10/13/20		11/13/2020	154.60
4633 - Midwest Veterinary Supply, INC	01-antiparasitics, surgery collars-10/16/20		11/13/2020	234.41
4633 - Midwest Veterinary Supply, INC	01-milk replacer-10/8/20		11/13/2020	66.27
4633 - Midwest Veterinary Supply, INC	01-vet collar, antibiotics, antifungal-10/16/20		11/13/2020	91.87
4633 - Midwest Veterinary Supply, INC	01-Feliway, exam gloves, antibiotics-10/13/20		11/13/2020	422.09
4137 - Patterson Veterinary Supply, INC	01-exam gloves, sedatives-10/13/20		11/13/2020	57.24
4137 - Patterson Veterinary Supply, INC	01-exam gloves-10/13/20		11/13/2020	37.50



Invoice Date Range 10/28/20 - 11/13/20

5819 - Synchrony Bank	01-air horns	11/13/2020	29.36
5819 - Synchrony Bank	01-spray bottles	11/13/2020	16.98
5819 - Synchrony Bank	01-scale	11/13/2020	34.99
4666 - Zoetis, INC	01-supportive therapy, antibiotics, antiparasitics	11/13/2020	1,385.38
Account 53130 - Medical	Account 52210 - Institutional Supplies Totals	Invoice 19 Transactions	\$4,755.63
Account 53130 - Medical			
4666 - Zoetis, INC	01-FeLV tests, cat vaccine	11/13/2020	1,021.14
Account 53310 - Printing	Account 53130 - Medical Totals	Invoice 1 Transactions	\$1,021.14
<sup>o</sup>			
8002 - Safeguard Business Systems, INC	01-adoption packet labels	11/13/2020	225.17
Account 53510 - Electrical Services	Account 53310 - Printing Totals	Invoice 1 Transactions	\$225.17
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4- 10/6/20	BC 2010-23 11/02/2020	1,130.82
	Account 53510 - Electrical Services Totals		\$1,130.82
Account 53540 - Natural Gas		Transactions	
6769 - EDF, INC (EDF Energy Services)	06-City FacNatural Gas Commodity-Septembe 2020 management fee	10/28/2020	777.95
	Account 53540 - Natural Gas Totals		\$777.95
Account 53610 - Building Repairs		Transactions	
321 - Harrell Fish, INC (HFI)	01-Service Call to look at faucets @ ACC	BC 2019-24 11/13/2020	225.00
321 - Harrell Fish, INC (HFI)	01-SA Repair of AC Unit @ ACC	BC 2019-23 11/13/2020	478.50
	Account 53610 - Building Repairs Totals		\$703.50
	Program <b>010000 - Main</b> Totals	Transactions Invoice 26 Transactions	\$8,633.18
Program 010001 Donations Over \$5K			

Program 010001 - Donations Over \$5K



Invoice Date Range 10/28/20 - 11/13/20

6529 - BloomingPaws, LLC	01-emergency visit, diagnostics-10/20/20	11/13/2020	184.48
6529 - BloomingPaws, LLC	01-HTW treatment-10/22/20	11/13/2020	126.99
175 - Monroe County Humane Association, INC	01-exams & diagnostics-10/27/20	11/13/2020	155.50
175 - Monroe County Humane Association, INC	01-office visit & medications-10/27/20	11/13/2020	8.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, wound surgeries-10/27/20	11/13/2020	406.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, surgeries-10/20/20	11/13/2020	1,062.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, antibiotics-10/16/20	11/13/2020	15.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-antibiotics-10/22/20	11/13/2020	27.02
	Account 53130 - Medical Totals	Invoice 8	\$1,985.99
	Program 010001 - Donations Over \$5K Totals	Transactions Invoice 8	\$1,985.99
	Department 01 - Animal Shelter Totals	Transactions Invoice 34	\$10,619.17
Department 02 - Public Works		Transactions	
·			
Program <b>020000 - Main</b>			
Account 53320 - Advertising			
129 - FedEx Office and Print Service, INC	02-Leaf Collection Coroplast Yard Signs	11/13/2020	1,246.73
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$1,246.73
	Program <b>020000 - Main</b> Totals	Invoice 1 Transactions	\$1,246.73
	Department 02 - Public Works Totals	Invoice 1	\$1,246.73
Department 04 - Economic & Sustainable Dev		Transactions	
Program 040000 - Main			
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)	11/13/2020	5.99

Invoice Date Range 10/28/20 - 11/13/20

3560 - First Financial Bank / Credit Cards	04 - 2020 GoDaddy.com Monthly Subscription (ESD)	11/13/2020	6.99
	Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$12.98
Account 53960 - Grants		Transactions	
20295 - Humanetrix Foundation, INC	04 - The Combine Sponsorship - Annual Conference	11/13/2020	5,000.00
	Account 53960 - Grants Totals	Invoice 1	\$5,000.00
Account 53970 - Mayor's Promotion of Busin	ess	Transactions	
53005 - Menards, INC	04 - Supplies for Street Mural	11/13/2020	211.94
53005 - Menards, INC	04 - Supplies for Street Mural	11/13/2020	384.45
5684 - Sean M Starowitz	04 - Reimbursement for Supplies for Paper Exhibition	11/13/2020	536.51
4443 - The Sherwin Williams Company	Exhibit 04 - Paint for Public Art BLM Street Mural	11/13/2020	942.60
Account 53990 - Other Services and Charges	Account 53970 - Mayor's Promotion of Business Totals	Invoice 4 Transactions	\$2,075.50
Account 33990 - Other Services and Charges			
6515 - Green Camino, INC	04 - Monthly Composting Services (City, CBU, Transit)	3C 2019-44 11/13/2020	315.00
	Account 53990 - Other Services and Charges Totals	– Invoice 1 Transactions	\$315.00
	Program <b>040000 - Main</b> Totals	Invoice 8 Transactions	\$7,403.48
	Department 04 - Economic & Sustainable Dev Totals	Invoice 8 Transactions	\$7,403.48
Department 05 - Common Council		Transactions	
Program 050000 - Main			
Account 53170 - Mgt. Fee, Consultants, and	Workshops		
3560 - First Financial Bank / Credit Cards	05 - CLE - Workshop for Government Attorneys -	11/13/2020	30.00
3560 - First Financial Bank / Credit Cards	Lucas-Lacy 05-Workshop for Government Attorneys	11/13/2020	30.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 2	\$60.00
Account 53910 - Dues and Subscriptions		Transactions	

CITY OF BLOOMINGTON INDIAN

Invoice Date Range 10/28/20 - 11/13/20

	IIIVOIC		) - 11/13/20
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-9/1-9/30/20	11/13/2020	340.78
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$340.78
	Program <b>050000 - Main</b> Totals	Transactions Invoice 3	\$400.78
		Transactions	\$400.78
	Department 05 - Common Council Totals	Invoice 3 Transactions	\$400.78
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53160 - Instruction			
3913 - Indiana League Of Municipal Clerks & Treasurers	06-2020 ILMCT District Meeteing - Virtual, Oct 28 & 29, Curran	11/13/2020	25.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	\$25.00
Account 53990 - Other Services and Charges		Transactions	
-			
1352 - Cornerstone Planning & Design INC	18- Project Management	11/13/2020	5,789.90
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$5,789.90
	Program <b>060000 - Main</b> Totals	Transactions Invoice 2	\$5,814.90
	-	Transactions	
	Department 06 - Controller's Office Totals	Invoice 2 Transactions	\$5,814.90
Department 09 - CFRD			
Program 090000 - Main			
Account 53960 - Grants			
205 - City Of Bloomington	09-CFRD sponsorship of MLK Birthday Celebration	11/13/2020	1,000.00
	Account 53960 - Grants Totals	Invoice 1	\$1,000.00
Account 53990 - Other Services and Charges		Transactions	
53442 - Paragon Micro, INC	09-9 Webcams with microphone	11/13/2020	674.91
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$674.91
	Program <b>090000 - Main</b> Totals	Transactions Invoice 2 Transactions	\$1,674.91

CITY OF BLOOMINGTON INDIANA



Invoice Date Range 10/28/20 - 11/13/20

	Department 09 - CFRD Totals	Invoice 2 Transactions	\$1,674.91
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges - 10/1-10/31/20	11/13/2020	1,201.13
3956 - West Publishing Corporation (Thomson Reuters)	10-credit-law books credit	11/13/2020	(1,007.39)
	Account 52410 - Books Totals	Invoice 2 Transactions	\$193.74
Account 53120 - Special Legal Services		Transactions	
50587 - Barnes & Thornburg LLP	10-general municipal advice-July 2020	11/13/2020	1,381.50
50587 - Barnes & Thornburg LLP	10-general municipal advice-September 2020	11/13/2020	2,008.00
50587 - Barnes & Thornburg LLP	10-Bloomington Hospital reuse project-services September 2020	11/13/2020	4,032.00
	Account 53120 - Special Legal Services Totals	Invoice 3 Transactions	\$7,421.50
Account 53160 - Instruction		Transactions	
3560 - First Financial Bank / Credit Cards	10-ACLU online courses/training-Guthrie	11/13/2020	250.00
	Account 53160 - Instruction Totals	Invoice 1	\$250.00
Account 53910 - Dues and Subscriptions		Transactions	
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-9/1-9/30/20	11/13/2020	1,363.09
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$1,363.09
	Program <b>100000 - Main</b> Totals	Transactions Invoice 7	\$9,228.33
	Department <b>10 - Legal</b> Totals	Transactions Invoice 7	\$9,228.33
Department 11 - Mayor's Office		Transactions	

Program 110000 - Main

Account 53170 - Mgt. Fee, Consultants, and Workshops

Invoice Date Range 10/28/20 - 11/13/20

6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM Sept2020	11/13/2020	2,273.75
Ассо	unt 53170 - Mgt. Fee, Consultants, and Workshops Totals	– Invoice 1 Transactions	\$2,273.75
Account 53320 - Advertising			
50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad on Bloom website Oct/Nov	11/13/2020	240.00
50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad in Bloom Oct/Nov issue	11/13/2020	1,134.00
Account 53910 - Dues and Subscriptions	Account 53320 - Advertising Totals	Invoice 2 Transactions	\$1,374.00
3560 - First Financial Bank / Credit Cards	11-subscription to Switcher	11/13/2020	588.00
Account 53990 - Other Services and Charges	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$588.00
Ŭ			
129 - FedEx Office and Print Service, INC	11-leafing signs for Innovation (shared with DPW)	11/13/2020	666.82
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 9/14	11/13/2020	8.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 10/23	11/13/2020	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 10/27	11/13/2020	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 10/29	11/13/2020	5.00
3560 - First Financial Bank / Credit Cards	11-notary supplies (stamp and record book)	11/13/2020	33.85
	Account 53990 - Other Services and Charges Totals	Invoice 6	\$723.17
	Program 110000 - Main Totals	Transactions Invoice 10 Transactions	\$4,958.92
	Department 11 - Mayor's Office Totals	Invoice 10 Transactions	\$4,958.92
Department 12 - Human Resources			
Program <b>120000 - Main</b>			
Account 52110 - Office Supplies			

CITY OF BLOOMINGTON INDIAN

12-lock box \$65.99

65.99

11/13/2020

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	Account 52110 - Office Supplies Totals	Invoice 1	\$65.99
Account 53990 - Other Services and Charges		Transactions	
3560 - First Financial Bank / Credit Cards	12-ELGL Renewal \$360.00	11/13/2020	360.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$360.00
	Program <b>120000 - Main</b> Totals	Transactions Invoice 2	\$425.99
	Department <b>12</b> Human Descurses Tatels	Transactions Invoice 2	\$425.99
	Department <b>12 - Human Resources</b> Totals	Transactions	\$425.99
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	13 - Correction tape, highlighters, batteries, packing	11/13/2020	42.21
	tape Account <b>52110 - Office Supplies</b> Totals	Invoice 1	\$42.21
Account 52420 - Other Supplies		Transactions	
6530 - Office Depot, INC	13 - Correction tape, highlighters, batteries, packing	11/13/2020	35.99
	tape	Inviso 1	\$35.99
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$30.99
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6289 - Clarion Associates, LLC	13-UDO Update Contract Extserv as of 9/30/20	11/13/2020	1,350.00
Account	53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	\$1,350.00
Account 53910 - Dues and Subscriptions		Transactions	
4442 - American Planning Association	13-APA+IN Chapter Dues (Pat M)_Due 12-1-20	11/13/2020	347.00
4442 - American Planning Association	13-APA Membership DuesIN Chap + AICP	11/13/2020	707.00
4442 - American Planning Association	Dues(Robinson) Due12/1/20 13-APA,IN Chapter, + AICP Dues (Rosenbarger)_Due	11/13/2020	413.00
4442 - American Planning Association	12-1-20 13-APA, IN Chapter, + AICP Dues (Scanlan)_Due 12-	11/13/2020	413.00
3560 - First Financial Bank / Credit Cards	1-20 13 - FFB reimburs. Neil Kopper ITE membership renewal fees	11/13/2020	320.00

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Invoice Date Range 10/28/20 - 11/13/20

	Account 53910 - Dues and Subscriptions Totals	Invoice 5 Transactions		\$2,200.00
Account 53990 - Other Services and Charges		Transactions		
7397 - Data Mgmt Internationale, INC (Smooth Solutions)	13-P&T Scanning archived files (project)-Inv date 10/15/20	11	1/13/2020	13,938.85
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions		\$13,938.85
Account 54310 - Improvements Other Than Building		Transactions		
1959 - Clark Dietz INC	13-Kirkwood Ave Maintenance-serv. 8/29-9/25/20	BC 2020-27 1	1/13/2020	145.00
Ассо	unt 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions		\$145.00
	Program <b>130000 - Main</b> Totals	Invoice 10	D	\$17,712.05
	Department 13 - Planning Totals		D	\$17,712.05
Department 19 - Facilities Maintenance		Transactions		
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19-12" 3/8 x 1/2 ss faucet connector	11	1/13/2020	7.98
409 - Black Lumber Co. INC	19- 12" 3/8 x 1/2 ss faucet connector	11	1/13/2020	9.98
177 - Indiana Oxygen Company, INC	19-cylinder rental, torch supplies, other	11	1/13/2020	35.34
394 - Kleindorfer Hardware & Variety	19 - 2 flush leves at City Hall Facilities9 -	11	1/13/2020	9.98
394 - Kleindorfer Hardware & Variety	19-faucet tool, roller covers, key, grip at City Hall	11	1/13/2020	67.41
53005 - Menards, INC	Facilities 19-Elong commercial White Seat at City Hall Facilities	11	1/13/2020	23.99
53005 - Menards, INC	19- Return of Dublin Door Knobs	11	1/13/2020	(40.94)
53005 - Menards, INC	19-Rubber splashblock & knobs at City Hall Facilities	11	1/13/2020	69.88
53005 - Menards, INC	19-3 dublin knobs, 60" fiberglass pol, Lock nut wrench	11	1/13/2020	65.91
53005 - Menards, INC	19-Stops Rust Flat. 3 1/2 switch box w/clamp for	11	1/13/2020	26.31
53005 - Menards, INC	council chamber 19-lysol wipes, sponge, paint mixer, 64 oz of cleaning	11	1/13/2020	20.52
	vinegar			

CITY OF BLOOMINGTON

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			•	
5819 - Synchrony Bank	19 - 19-UTV Side View Mirrors Adjustable for Polaris		11/13/2020	23.99
5819 - Synchrony Bank	RZR 19-30W 6.0 Amp 3-Port Type C USB Wall Outlet, Smart Chip		11/13/2020	222.00
	Account 52310 - Building Materials and Supplies Totals		13	\$542.35
Account 52420 - Other Supplies		Transactions		
53005 - Menards, INC	19-Ktichen Faucet/ Sprayer, wipes, and tri-fold saw		11/13/2020	412.79
	Account 52420 - Other Supplies Totals		1	\$412.79
Account 53140 - Exterminator Services		Transactions		
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ City Hall Council Office	BC 2019-109	11/13/2020	75.00
	Account 53140 - Exterminator Services Totals		1	\$75.00
Account 53510 - Electrical Services		Transactions		
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4- 10/6/20	BC 2010-23	11/02/2020	6,127.35
	Account 53510 - Electrical Services Totals		1	\$6,127.35
Account 53610 - Building Repairs		Transactions		
321 - Harrell Fish, INC (HFI)	19-SA Quarterly Planned Maintenance for City Hall	BC 2019-23	11/13/2020	1,968.00
392 - Koorsen Fire & Security, INC	19-SA Moved Panic Button to new location @ City Hall	BC 2019-126	11/13/2020	326.63
5605 - Photizo, LLC (Fish Window Cleaning)	19-SA Window Cleaning at City Hall	BC 2019-117	11/13/2020	3,802.00
	Account 53610 - Building Repairs Totals	Invoice Transactions	3	\$6,096.63
Account 54510 - Other Capital Outlays		Transactions		
18844 - First Financial Bank, N.A.	19-Escrow for City Hall Fluid Cooler Replacement		11/13/2020	500.00
321 - Harrell Fish, INC (HFI)	19-Contract-City Hall Fluid Cooling Replacement	BC 2020-39	11/13/2020	9,500.00
	Account 54510 - Other Capital Outlays Totals	Invoice Transactions	2	\$10,000.00
	Program <b>190000 - Main</b> Totals	Invoice	21	\$23,254.12
	Department 19 - Facilities Maintenance Totals	Transactions Invoice Transactions	21	\$23,254.12

CITY OF BLOOMINGTON INDIANA



Department 28 - ITS

#### Program 280000 - Main

#### Account 53210 - Telephone

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1079 - AT&T	28-phone chares 9/20-10/19/20-#812 339-2261 261	11/02/2020	5,835.27
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$5,835.27
Account 53910 - Dues and Subscriptions		Transactions	
3560 - First Financial Bank / Credit Cards	28 - Zoom Standard Biz Annual proration	11/13/2020	251.93
3560 - First Financial Bank / Credit Cards	28 - 500 meeting participants monthly proration	11/13/2020	23.33
3560 - First Financial Bank / Credit Cards	28 - Zoom Cloud Recording 100GB overage fee	11/13/2020	230.00
3560 - First Financial Bank / Credit Cards	28 - Chris England Udemy Training	11/13/2020	124.98
3560 - First Financial Bank / Credit Cards	28 - Fookes Software_Aid4Mail Renewal	11/13/2020	149.50
3560 - First Financial Bank / Credit Cards	28 - Google Cloud-10/28/20	11/13/2020	22.17
	Account 53910 - Dues and Subscriptions Totals	Invoice 6	\$801.91
Account 54420 - Purchase of Equipment		Transactions	
50972 - CDW, LLC	28 - Extended USB Cable for OWL	11/13/2020	45.88
50972 - CDW, LLC	28 - Logitech solar keyboard	11/13/2020	51.59
53442 - Paragon Micro, INC	28 - Five DNA brand webcams	11/13/2020	374.95
53442 - Paragon Micro, INC	28 - Five Dell monitors for bench room	11/13/2020	697.50
53442 - Paragon Micro, INC	28 - 10 VGA cables & 20 DVI cables	11/13/2020	399.70
53442 - Paragon Micro, INC	28 - Five DVI cable adapters	11/13/2020	154.95
	Account 54420 - Purchase of Equipment Totals	Invoice 6	\$1,724.57
	Program <b>280000 - Main</b> Totals	Transactions Invoice 13	\$8,361.75
	Department 28 - ITS Totals	Transactions Invoice 13 Transactions	\$8,361.75

CITY OF 48LOOMIINGTON JIHDIANA		rd of Public Claim Re e Date Range 10/28/20	egister
	Fund 101 - General Fund (S0101) Totals	– Invoice 113 Transactions	\$91,101.13
Fund 270 - CC Jack Hopkins NR17-42 (S0011)		Transastions	
Department 05 - Common Council			
Program 050000 - Main			
Account 53960 - Grants			
5665 - Backline (All Options Pregnancy)	15-JH20-diapers & wipes-9/3 & 9/24/20	11/13/2020	2,122.21
6276 - Bloomington Meals on Wheels, INC	15-JH20-Electric 2 compartment meal transporter	11/13/2020	7,259.62
2002 - Boys & Girls Club Of Bloomington, INC	15-JH20-CERC & Summer expenses-4/27-6/12/20	11/13/2020	15,000.00
7033 - Courage to Change Sober Living, INC	15-JH20-Rent assistance-10/14 & 10/15/20	11/13/2020	1,000.00
7033 - Courage to Change Sober Living, INC	15-JH20-Rent assistance-9/24 & 9/28/20	11/13/2020	500.00
7528 - HealthNet INC	15-JH20-expenses for JH2020 grant	11/13/2020	19,566.04
1102 - Mother Hubbard's Cupboard	15-JH20-staff salaries 2020	11/13/2020	10,000.00
18311 - New Leaf/New Life, INC	15-JH 2020 Grant-payroll, expenses-9/14-10/25/20	11/13/2020	2,076.00
	Account 53960 - Grants Totals	Invoice 8	\$57,523.87
	Program <b>050000 - Main</b> Totals	Transactions Invoice 8	\$57,523.87
	Department 05 - Common Council Totals	Transactions Invoice 8	\$57,523.87
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Transactions Invoice 8	\$57,523.87
Fund 312 - Community Services		Transactions	
Department 09 - CFRD			
Program 090002 - Com Serv - MLK Comm			
Account 52420 - Other Supplies			
683 - In The Dark Enterprises, INC (The Ryder)	09-DVD Purchase for Black Power Mixtape Film	11/13/2020	250.00
	Showing Account <b>52420 - Other Supplies</b> Totals	Invoice 1 Transactions	\$250.00

Invoice Date Range 10/28/20 - 11/13/20

	Program 090002 - Com Serv - MLK Comm Totals	Invoice 1 Transactions	\$250.00
	Department 09 - CFRD Totals	Invoice 1	\$250.00
	Fund 312 - Community Services Totals	Transactions Invoice 1	\$250.00
Fund 401 - Non-Reverting Telecom (S1146)		Transactions	
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53750 - Rentals - Other			
12283 - Smithville Communications	28-401 N Morton-business services-11/1-11/30/20	11/02/2020	1,614.27
	Account 53750 - Rentals - Other Totals	Invoice 1	\$1,614.27
	Program 254000 - Infrastructure Totals	Transactions Invoice 1 Transactions	\$1,614.27
Program 256000 - Services			
Account 53150 - Communications Contract			
12283 - Smithville Communications	28-401 N Morton-business services-11/1-11/30/20	11/02/2020	1,375.00
	Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$1,375.00
	Program 256000 - Services Totals	Invoice 1 Transactions	\$1,375.00
	Department 25 - Telecommunications Totals	Invoice 2 Transactions	\$2,989.27
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 2 Transactions	\$2,989.27
Fund 450 - Local Road and Street(S0706)		Transactions	
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02-2225 S. High-Crosswalk-elec bill 9/15-10/14/20	BC 2019-03 10/28/2020	11.96
223 - Duke Energy	02-Various locations-street lght chgs. 9/25-10/26/20	BC 2019-03 11/02/2020	26.33

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Invoice Date Range 10/28/20 - 11/13/20

223 - Duke Energy	02-4th & WA metered surface lot-elec. chgs 9/29-	BC 2019-73 1	1/02/2020	23.58
	10/28/20			
223 - Duke Energy	02-Blue Bird Alleyway-elec bill - 9/29-10/28/20	BC 2020-01 1	1/02/2020	6.17
223 - Duke Energy	02-Alley Activation Project-elec. bill 9/25-10/26/20	BC 2019-68 1	1/02/2020	22.40
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-9/25- 10/26/20	BC 2019-101 1	1/02/2020	3.94
223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec chgs 9/29/20-10/28/20	BC 2019-99 1	1/02/2020	12.28
	Account 53520 - Street Lights / Traffic Signals Totals	Invoice 7 Transactions	. –	\$106.66
	Program <b>200000 - Main</b> Totals		, —	\$106.66
		Transactions		
	Department <b>20 - Street</b> Totals		,	\$106.66
		Transactions		
	Fund 450 - Local Road and Street(S0706) Totals		,	\$106.66
Fund 454 Mater Valida History (00700)		Transactions		
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4- 10/6/20	BC 2010-23 1	1/02/2020	344.77
	Account 53510 - Electrical Services Totals	Invoice 1	_	\$344.77
		Transactions		
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City FacNatural Gas Commodity-Septembe 2020 management fee	1	0/28/2020	11.93
	Account 53540 - Natural Gas Totals	Invoice 1	-	\$11.93
		Transactions		
	Program <b>200000 - Main</b> Totals	Invoice 2	!	\$356.70
		Transactions	_	
	Department 20 - Street Totals		2	\$356.70
		Transactions	_	
	Fund 451 - Motor Vehicle Highway(S0708) Totals			\$356.70
		Transactions		

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking



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Program 260000 - Main

#### Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	26-2ea of wipes, kitchen broom, fold dust pails		11/13/2020	76.92
	Account 52310 - Building Materials and Supplies Totals	Invoi Transactio		\$76.92
Account 52340 - Other Repairs and Maintenance				
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26- 44"x28" Coroplast Wind Sign Inserts " Roof Closed Signs"		11/13/2020	256.72
	Account 52340 - Other Repairs and Maintenance Totals	Invoi Transactio		\$256.72
Account 53310 - Printing				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	26-Walnut St Parking Garage Repair Public Notice		11/13/2020	125.08
	Account 53310 - Printing Totals	Invoi Transactio		\$125.08
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4- 10/6/20	BC 2010-23	11/02/2020	2,402.85
Account 53610 - Building Repairs	Account 53510 - Electrical Services Totals	Invoi Transactio		\$2,402.85
Account 550 TO - Building Repairs				
393 - KONE, INC	26-Repair of Morton Garage Elevator	BC 2020-30	11/13/2020	3,551.35
227 - Otis Elevator Company	26-Price adjustment on service contract for parking garages	BC 2019-29	11/13/2020	191.38
227 - Otis Elevator Company	26-Elevator Repair at Morton Street Garage	BC 2019-29	11/13/2020	1,280.00
	Account 53610 - Building Repairs Totals	Invoi Transactio		\$5,022.73
Account 53640 - Hardware and Software Maintenanc	e			
54432 - T2 Systems, INC	14-PE-flexport permits/module/annual fee, flex test		11/13/2020	1,290.00
Account 53840 - Lease Payments	unt 53640 - Hardware and Software Maintenance Totals	Invoi Transactio		\$1,290.00
-				
512 - 7th & Walnut , LLC	26-Walnut St Garage-December 2020 garage rent		11/13/2020	18,759.98

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			0 - 11/13/20
3887 - Mercury Development Group, LLC	26-Morton St Garage-December 2020 garage rent	11/13/2020	38,035.85
Account 54510 - Other Capital Outlays	Account 53840 - Lease Payments Totals	Invoice 2 Transactions	\$56,795.83
54432 - T2 Systems, INC	14-PE-flexport permits/module/annual fee, flex test	11/13/2020	2,245.32
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$2,245.32
	Program 260000 - Main Totals	Invoice 11	\$68,215.45
	Department 26 - Parking Totals	Transactions Invoice 11	\$68,215.45
	Fund 452 - Parking Facilities(S9502) Totals	Transactions Invoice 11	\$68,215.45
Fund 454 - Alternative Transport(S6301)		Transactions	
Department 05 - Common Council			
Program <b>050000 - Main</b>			
Account 54310 - Improvements Other Than B	Building		
10 - Bledsoe Riggert Cooper & James INC	13-Smith Rd & Moores Pk crosswalk-9/30/20	BC 2020-50 11/13/2020	1,700.00
	Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$1,700.00
	Program <b>050000 - Main</b> Totals	Transactions Invoice 1	\$1,700.00
	U U	Transactions	
	Department <b>05 - Common Council</b> Totals	Invoice 1 Transactions	\$1,700.00
Department 13 - Planning			
Program 130000 - Main			
Account 53110 - Engineering and Architectura	al		
10081 - Strand Associates, INC	13 - Crosswalk Improvement Project-services 9/1- 9/30/20	BC 2020-49 11/13/2020	7,425.00
	Account 53110 - Engineering and Architectural Totals	Invoice 1	\$7,425.00
	Program 130000 - Main Totals	Transactions Invoice 1	\$7,425.00
		Transactions	
	Department <b>13 - Planning</b> Totals	Invoice 1 Transactions	\$7,425.00

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	Fund 454 - Alternative Transport(S6301) Totals	Invoice 2 Transactions	\$9,125.00
Fund 601 - Cumulative Capital Devlp(S2391)			
Department 02 - Public Works			
Program <b>020000 - Main</b>			
Account 52330 - Street , Alley, and Sewer Materia	al		
2560 - Brad Gilliland Excavating, INC	02-Sidewalk & Curb Replacement on N. Madison	BC 2020-26 11/13/2020	34,276.50
	Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 1 Transactions	\$34,276.50
Account 54310 - Improvements Other Than Build	ling		
399 - American Structurepoint, INC	13-Signal Timing-On-Call Serv. Contract-9/1-9/30/20	BC 2017-98 11/13/2020	566.02
	Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$566.02
	Program <b>020000 - Main</b> Totals	Invoice 2	\$34,842.52
	Department 02 - Public Works Totals		\$34,842.52
Department 13 - Planning		Transactions	
Program 130000 - Main			
Account 54310 - Improvements Other Than Build	ling		
223 - Duke Energy	13-Sare Path signal installation by Duke INVP3836319801	11/13/2020	641.98
5637 - Shrewsberry & Associates, LLC	13-Downtown Alley Repaving Proj-serv ending 9/26/20	BC 2020-56 11/13/2020	5,151.40
	Account 54310 - Improvements Other Than Building Totals		\$5,793.38
	Program <b>130000 - Main</b> Totals	Transactions Invoice 2	\$5,793.38
	Development <b>10</b> Discrete en Tabela	Transactions	¢5 702 20
	Department 13 - Planning Totals	Invoice 2 Transactions	\$5,793.38
	Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 4	\$40,635.90
Fund <b>730 - Solid Waste (S6401)</b>		Transactions	

Department 16 - Sanitation



Account 52420 - Other Supplies

# Board of Public Works Claim Register

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7225 - Arctic Glacier USA, INC 16-ice for employees-75 7lb bags-10/19/20 11/13/2020 116.25 313 - Fastenal Company 16-July 2020-employee gloves, ear plugs-7/31/20 11/13/2020 609.57 313 - Fastenal Company 16-August 2020 -gloves & ear plugs-8/31/20 11/13/2020 676.31 313 - Fastenal Company 16-Sept 2020-supplies-gloves, ear plus & mix sticks-11/13/2020 567.92 9/30/20 476 - Southern Indiana Parts, INC (Napa Auto Parts) 16-10 bags of Oil Dry 11/13/2020 104.90 \$2,074.95 Account 52420 - Other Supplies Totals Invoice 5 Transactions Account 53140 - Exterminator Services 51538 - Economy Termite & Pest Control, INC 19 - 16-SA Monthly Pest Control @ Sanitation 11/13/2020 125.00 \$125.00 Account 53140 - Exterminator Services Totals Invoice 1 Transactions Account 53150 - Communications Contract 572.05 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) 16-Truck radio communications services-October 2020 11/13/2020 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) 11/13/2020 41.25 16-truck antennas (5) \$613.30 Account 53150 - Communications Contract Totals Invoice 2 Transactions Account 53510 - Electrical Services 11/02/2020 437.51 223 - Duke Energy 19-CH/off site facilities-electric summary bill-9/4-10/6/20 \$437.51 Account 53510 - Electrical Services Totals Invoice 1 Transactions Account 53920 - Laundry and Other Sanitation Services 16-uniform rental (minus payroll ded)-10/21/20 11/13/2020 11.14 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 16-mat/towel service-10/21/20 11/13/2020 23.26 19171 - Aramark Uniform & Career Apparel Group, INC 16-uniform rental (minus payroll ded)-10/28/20 11/13/2020 11.14 19171 - Aramark Uniform & Career Apparel Group, INC 16-mat/towel service-10/28/20 11/13/2020 23.26

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	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$68.80
Account 53950 - Landfill		Transactions	
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 10/1-10/15/20	11/13/2020	15,438.64
10330 - Kevin R Huntley (Green Earth Recycling & C	ompost) 16-yard waste disposal-September 2020-6 loads	11/13/2020	132.00
	Account 53950 - Landfill Totals	Invoice 2	\$15,570.64
Account 53990 - Other Services and Charges		Transactions	
392 - Koorsen Fire & Security, INC	16-service call-trouble on panel-9/23/20	11/13/2020	622.22
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$622.22
	Program 160000 - Main Totals	Transactions Invoice 16	\$19,512.42
	Department 16 - Sanitation Totals	Transactions Invoice 16	\$19,512.42
	Fund 730 - Solid Waste (S6401) Totals	Transactions Invoice 16	\$19,512.42
Fund 800 - Risk Management(S0203)		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Dill (12M)-10/21/20	11/13/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Eads (10 1/2D)-10/21/20	11/13/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Gramlich (14W)-10/23/20	11/13/2020	100.00
4291 - Monroe Optical, INC	10-safety shoes-M. Runyon (8)-5/6/20	11/13/2020	100.00
4291 - Monroe Optical, INC	10-safety shoes-T. Brown (7)-7/29/20	11/13/2020	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 5	\$500.00
Account 53130 - Medical		Transactions	
3861 - Brian D Robertson	10-reimb. CDL physical-10/19/20	11/13/2020	90.00

CITY OF BLOOMINGTON INDIAN

Invoice Date Range 10/28/20 - 11/13/20

5866 - Haskell D Smith	10- reimb for physical for CDL-9/17/20	11/13/2020	89.00
	Account 53130 - Medical Totals	Invoice 2	\$179.00
Account 53160 - Instruction		Transactions	
3560 - First Financial Bank / Credit Cards	10-CPR training certifications (6)	11/13/2020	180.00
	Account 53160 - Instruction Totals	Invoice 1	\$180.00
	Program 100000 - Main Totals	Transactions Invoice 8	\$859.00
	Department <b>10 - Legal</b> Totals	Transactions Invoice 8	\$859.00
	Fund 800 - Risk Management(S0203) Totals	Transactions Invoice 8	\$859.00
Fund 801 - Health Insurance Trust		Transactions	
Department 12 - Human Resources			
Program <b>120000 - Main</b>			
Account 53990 - Other Services and Charges			
18539 - Life Insurance Company Of North America	12-October 2020 LINA \$35,403.19	11/13/2020	4,265.30
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$4,265.30
Account 53990.1201 - Other Services and Charges He	alth Insurance	Transactions	
3928 - Aim Medical Trust	12-November 2020 AIM Medical Insurance	11/04/2020	904,746.43
17785 - The Howard E. Nyhart Company, INC	\$904,746.43 12-Nyhart ER Cont \$53.04	11/05/2020	53.04
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$170.09	11/05/2020	170.09
3908 - CIGNA Healthcare	12-2020 Sept. & Oct Cigna Dental Claims \$38,813.57	11/08/2020	38,813.57
Account 53990.1201	- Other Services and Charges Health Insurance Totals	Invoice 4	\$943,783.13
Account 53990.1278 - Other Services and Charges Dis	ability LTD	Transactions	
18539 - Life Insurance Company Of North America	12-October 2020 LINA \$35,403.19	11/13/2020	5,590.03
Account <b>53990.1</b>	278 - Other Services and Charges Disability LTD Totals	Invoice 1 Transactions	\$5,590.03

CITY OF BLOOMINGTON INDIANA



Invoice Date Range 10/28/20 - 11/13/20

	Program 120000 - Main Totals	Invoice 6 Transactions	\$953,638.46
	Department 12 - Human Resources Totals	Invoice 6 Transactions	\$953,638.46
	Fund 801 - Health Insurance Trust Totals	Invoice 6 Transactions	\$953,638.46
Fund 802 - Fleet Maintenance(S9500)		TTAITSACTIONS	
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	17-dry erase markers	11/13/2020	31.36
6530 - Office Depot, INC	17-dry erase board, white marker	11/13/2020	50.57
	Account 52110 - Office Supplies Totals	Invoice 2	\$81.93
Account 52240 - Fuel and Oil		Transactions	
349 - White River Cooperative, INC	17-unleaded fuel-7,973 gallons-10/14/20	11/13/2020	15,033.09
349 - White River Cooperative, INC	17-diesel fuel-6,482 gallons-10/14/20	11/13/2020	12,247.74
	Account 52240 - Fuel and Oil Totals	Invoice 2	\$27,280.83
Account 52320 - Motor Vehicle Repair		Transactions	
941 - Central Indiana Truck Equipment Corporation	17-truck parts-seal bushings 3	11/13/2020	75.60
941 - Central Indiana Truck Equipment Corporation	17-truck parts-inside cylinder	11/13/2020	1,190.66
5792 - Clark Truck Equipment Co., INC	17-#441 complete jack assy	11/13/2020	1,586.00
3560 - First Financial Bank / Credit Cards	17 - jd convert shute hoses and straps/ Midwest equip	11/13/2020	505.55
4044 - Industrial Hydraulics, INC	17-parts/labor repair/return hydraulic cylinder-	11/13/2020	637.33
4044 - Industrial Hydraulics, INC	6/17/20 17-parts/labor repair/return hydraulic cylinder-	11/13/2020	637.33
455 - Industrial Service & Supply, INC	6/17/20 17-#648 hyd hose and fittings	11/13/2020	154.53
796 - Interstate Battery System of Bloomington, INC	17-batteries-DRY0070, MTP-48/H6, MTP-94R/H7	11/13/2020	260.56



Invoice Date Range 10/28/20 - 11/13/20

6262 - Koenig Equipment, INC	17-723 section/rivot	11/13/2020	3.08
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-off valve, zoozoo control valve	11/13/2020	21.95
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-zoozoo control valve	11/13/2020	240.87
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-zoozoo heater fan	11/13/2020	269.05
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-fuel filters	11/13/2020	332.32
680 - NCH Corporation- Partsmaster	17-parts-inverted flared half union	11/13/2020	9.49
680 - NCH Corporation- Partsmaster	17-parts-cable ties, male connectors, split locks,	11/13/2020	521.48
6216 - Terminal Supply, INC	17-drill bits	11/13/2020	17.08
2096 - West Side Tractor Sales CO.	17-Unit #625-replacement of street pads & hyd leak	11/13/2020	834.94
	Account 52320 - Motor Vehicle Repair Totals	Invoice 17 Transactions	\$7,297.82
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17-torch cylinder rental-acetylene, fuel gases, oxygen	11/13/2020	162.90
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$162.90
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ Fleet	BC 2019-109 11/13/2020	95.00
Account 53510 - Electrical Services	Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	\$95.00
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4-	BC 2019-03 11/02/2020	9.13
	10/6/20		
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$9.13
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City FacNatural Gas Commodity-Septembe 2020 management fee	10/28/2020	5.97
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$5.97
Account E2420 Motor Donoiro			

Account 53620 - Motor Repairs

CITY OF BLOOMINGTON INDIANA		rd of Pu Cla e Date Range
7439 - Lori Heaton (Rick's Towing)	17 - Tow Bill Unit 1210 - 10/8/20	11/
Account 53640 - Hardware and Software Main	Account 53620 - Motor Repairs Totals	Invoice 1 Transactions
3472 - Lucity, INC	17-Lucity-assessment management 9/16 & 9/17/20	11/
Account 53920 - Laundry and Other Sanitation	Account 53640 - Hardware and Software Maintenance Totals Services	Invoice 1 Transactions
19171 - Aramark Uniform & Career Apparel Group,	INC 17-mat/towel service-10/14/20	11/
19171 - Aramark Uniform & Career Apparel Group,	INC 17-uniform rental (minus payroll ded)-10/14/20	BC 2008-52 11/
19171 - Aramark Uniform & Career Apparel Group,	INC 17-mat/towel service-10/21/20	11/
19171 - Aramark Uniform & Career Apparel Group,	INC 17-uniform rental (minus payroll ded)-10/21/20	BC 2008-52 11/
19171 - Aramark Uniform & Career Apparel Group,	INC 17-mat/towel service-10/28/20	11/
19171 - Aramark Uniform & Career Apparel Group,	INC 17-uniform rental (minus payroll ded)-10/28/20	BC 2008-52 11/
Account 53990 - Other Services and Charges	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6 Transactions

3560 - First Financial Bank / Credit Cards	17-title fees-9/28/20	11/13/2020	15.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$15.00
	Program <b>170000 - Main</b> Totals	Invoice 34 Transactions	\$35,554.90
	Department <b>17 - Fleet Maintenance</b> Totals	Invoice 34 Transactions	\$35,554.90
	Fund 802 - Fleet Maintenance(S9500) Totals	Invoice 34 Transactions	\$35,554.90

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

Invoice Date Range 10/28/20 - 11/13/20

11/13/2020

11/13/2020

11/13/2020

11/13/2020

11/13/2020

11/13/2020

11/13/2020

11/13/2020

75.00

\$75.00

270.00

\$270.00

70.34

16.94

70.08

16.94

70.08

16.94

\$261.32



Invoice Date Range 10/28/20 - 11/13/20

17785 - The Howard E. Nyhart Company, INC	12-City URM	10/28/2020	649.40
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-10/28/20	10/29/2020	97.80
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-10/29/20	10/30/2020	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/02/2020	70.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/02/2020	226.21
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/04/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	11/04/2020	43.97
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/05/2020	574.57
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/06/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/06/2020	50.00
	71 - Other Services and Charges Section 125 - URM- City Totals	Invoice 10 Transactions	\$1,826.95
Account 53990.1273 - Other Services and Ch	arges Term Life		
18539 - Life Insurance Company Of North Americ	a 12-October 2020 LINA \$35,403.19	11/13/2020	15,778.10
Acc	ount 53990.1273 - Other Services and Charges Term Life Totals	Invoice 1 Transactions	\$15,778.10
Account 53990.1277 - Other Services and Ch	arges Disability STD		
18539 - Life Insurance Company Of North Americ	a 12-October 2020 LINA \$35,403.19	11/13/2020	9,769.76
Account	53990.1277 - Other Services and Charges Disability STD Totals	Invoice 1 Transactions	\$9,769.76
Account 53990.1281 - Other Services and Ch	arges Section 125 - URM- Util		
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-10/28/20	10/29/2020	9.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/02/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	11/02/2020	80.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	11/04/2020	28.73
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/05/2020	20.00

Invoice Date Range 10/28/20 - 11/13/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/06/2020	115.00
Account 53990.12	81 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 6	\$283.53
Account 53990.1282 - Other Services and Cha	arges Section 125 - DDC- Util	Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	11/04/2020	925.68
Account 53990.12	82 - Other Services and Charges Section 125 - DDC- Util Totals	Invoice 1	\$925.68
Account 53990.1283 - Other Services and Cha	arges Health Savings Account	Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	11/05/2020	19,331.25
Account 53990.12	83 - Other Services and Charges Health Savings Account Totals	Invoice 1	\$19,331.25
	Program <b>120000 - Main</b> Totals	Transactions Invoice 20	\$47,915.27
		Transactions	
	Department <b>12 - Human Resources</b> Totals	Invoice 20 Transactions	\$47,915.27
	Fund 804 - Insurance Voluntary Trust Totals	Invoice 20	\$47,915.27
Fund 978 - City 2016 GO Bond Proceeds		Transactions	
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Interse	ection		
Account 54510 - Other Capital Outlays			
3663 - WSP USA, INC	13-Sare Rd. Path & Intersection Project-2/7-8/31/20	BC 2019-46 11/13/2020	5,083.90
	Account 54510 - Other Capital Outlays Totals	Invoice 1	\$5,083.90
	Program 06016B - 2016 B Ped/Signal/Intersection Totals	Transactions Invoice 1 Transactions	\$5,083.90
Program 06016D - 2016 D Multi Use Paths		Transactions	
Account 54310 - Improvements Other Than B	uilding		
16 - Butler, Fairman & Seufert, INC	13-Rogers/Winslow/Henderson multi-use path-9/1- 9/30/20	BC 2019-87 11/13/2020	28,997.85
	Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$28,997.85
	Program 06016D - 2016 D Multi Use Paths Totals	Transactions Invoice 1 Transactions	\$28,997.85

CITY OF BLOOMINGTON INDIANA

Invoice Date Range 10/28/20 - 11/13/20

Device the sector	0	Office Tabala
Department 06 -	Controller's	<b>Office</b> Follais

Grand Totals

Fund 978 - City	2016 GO Bond	Proceeds Totals
· · · · · · · · · · · · · · · · · · ·		

Invoice 2 Transactions Invoice 236 Transactions

Invoice 2 Transactions



\$34,081.75

\$1,361,865.78





### Accounts Payable by G/L Distribution Report

Invoice Date Range 08/01/20 - 10/31/20

Vendor	Invoice Description	Due Date	Payment Date	Invoice Amount
Fund <b>800 - Risk Management(S0203)</b> Department <b>10 - Legal</b> Program <b>100000 - Main</b>				
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser - 2020112	08/03/2020	08/03/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Administration fee - 2020120	08/20/2020	08/20/2020	97.68
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Admin Fees-2020122	08/20/2020	08/20/2020	1,040.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Claim Fees - 2020121	08/20/2020	08/20/2020	36,425.14
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser - 2020124	08/24/2020	08/24/2020	293.03
2649 - Danna J Stephens	10 - D. Stephens Script Reimbursement	08/25/2020	09/04/2020	41.99
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -2020133	09/01/2020	09/01/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -2020135	09/08/2020	09/08/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser - 2020138	09/14/2020	09/14/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-correction, short paid .10 on 7/22/20	09/14/2020	09/14/2020	.10
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Admin Fees - 2020141	09/21/2020	09/21/2020	1,840.50
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Claim Fees - 2020140	09/21/2020	09/21/2020	93,862.87
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Claim Fees - 2020150	10/26/2020	10/26/2020	30,907.61
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Admin Fees - 2020151	10/26/2020	10/26/2020	2,337.00
	Account 53420 - Worker's Com	n & Risk Totals	-	\$168,799,44

Account 53420 - Worker's Comp & Risk Totals 114

\$168,799.44



### Accounts Payable by G/L Distribution Report

				10/31/20
Program 100000 - Main Totals 114			\$168,799.44	
	Department 10	- Legal Totals	114	\$168,799.44
	Fund 800 - Risk Management(	SO2O3) Totals	114	\$168,799.44
Fund 801 - Health Insurance Trust Department 12 - Human Resources Program 120000 - Main Account 53990.1201 - Other Services and Charges He 3908 - CIGNA Healthcare	alth Insurance 12-Cigna Dental Claim \$48,249.17	08/03/2020	08/04/2020	48,249.17
	12-Ciyila Dentai Ciailii \$46,249.17	06/03/2020	06/04/2020	40,249.17
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$103.36	08/05/2020	08/05/2020	103.36
3928 - Aim Medical Trust	12-August 2020 AIM Medical Trust Premium \$910.827.87	08/07/2020	08/07/2020	910,827.87
17785 - The Howard E. Nyhart Company, INC	12-HSA Plan Funding Collection Notification- 8/12/2020	08/11/2020	08/11/2020	117.99
17785 - The Howard E. Nyhart Company, INC	12-August Wellness Reimbursements \$1062.22	08/21/2020	08/21/2020	1,062.22
3928 - Aim Medical Trust	12-AIM September 2020 Insurance Premiums	09/09/2020	09/09/2020	892,845.58
17785 - The Howard E. Nyhart Company, INC	\$892,845.58 12-Nyhart ER Cont \$235.33	09/24/2020	09/24/2020	235.33
17785 - The Howard E. Nyhart Company, INC	12-September Wellness Reimbursements \$673.00	09/24/2020	09/24/2020	673.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$339.48	09/24/2020	09/24/2020	339.48
3908 - CIGNA Healthcare	12-Cigna Dental Claims \$42,503.67	09/29/2020	09/29/2020	42,503.67
3928 - Aim Medical Trust	12-October 2020 AIM Medical Premiums	10/07/2020	10/07/2020	907,379.40
17785 - The Howard E. Nyhart Company, INC	\$907,379.40 12-Nyhart ER Cont \$643.80	10/08/2020	10/08/2020	643.80
17785 - The Howard E. Nyhart Company, INC	12-October Wellness Reimbursements \$1660.00	10/22/2020	10/22/2020	1,660.00
Account <b>53990</b>	.1201 - Other Services and Charges Health Ins	urance Totals	113	\$2,806,640.87
	Program 120000	- Main Totals	113	\$2,806,640.87
	Department 12 - Human Res	sources Totals	13	\$2,806,640.87
	Fund 801 - Health Insurand	e Trust Totals	113	\$2,806,640.87
Fund <b>804 - Insurance Voluntary Trust</b> Department <b>12 - Human Resources</b> Program <b>120000 - Main</b> Account <b>53990.1281 - Other Services and Charges Se</b>	ction 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/03/2020	08/03/2020	25.00



### 17785 - The Howard E. Nyhart Company, INC 17785 - The Howard E. Nyhart Company, INC

### Accounts Payable by G/L Distribution Report

10/21/20

			10/31/20
12-City/Util URM	08/03/2020	08/03/2020	70.00
12-City URM	08/04/2020	08/04/2020	150.00
12-City/Util URM	08/05/2020	08/05/2020	102.11
12-City/Util URM	08/06/2020	08/06/2020	149.33
12-City/Util URM	08/07/2020	08/07/2020	16.83
12-City/Util URM	08/10/2020	08/10/2020	318.00
12-City/Util URM	08/10/2020	08/10/2020	16.78
12-Daily Benefits Card Funding Detail- 08/10/2020	08/11/2020	08/11/2020	34.74
12-City/Util URM	08/12/2020	08/12/2020	18.88
12-City/Util URM	08/14/2020	08/14/2020	58.70
12-City/Util URM	08/17/2020	08/17/2020	63.82
12-City/Util URM	08/17/2020	08/17/2020	219.83
12-City/Util URM	08/18/2020	08/18/2020	862.40
12-City DDC/Util URM	08/18/2020	08/18/2020	99.99
12-City/Util URM	08/19/2020	08/19/2020	20.00
12-City/Util URM	08/20/2020	08/20/2020	20.00
12-Util URM	08/21/2020	08/21/2020	36.49
12-City/Util URM	08/24/2020	08/24/2020	201.53
12-City/Util URM	08/24/2020	08/24/2020	245.61
12-City/Util URM	08/24/2020	08/24/2020	28.73
12-City/Util URM	08/25/2020	08/25/2020	5.36
12-Util URM	08/25/2020	08/25/2020	1,766.70
12-City/Util URM	08/27/2020	08/27/2020	85.00



### 17785 - The Howard E. Nyhart Company, INC 17785 - The Howard E. Nyhart Company, INC

### Accounts Payable by G/L Distribution Report

		0	10/31/20
12-City/Util URM	08/28/2020	08/28/2020	73.68
12-City/Util URM	08/31/2020	08/31/2020	101.98
12-City/Util URM	08/31/2020	08/31/2020	261.41
12-City/Util URM	08/31/2020	08/31/2020	253.16
12-City/Util URM	09/01/2020	09/01/2020	50.01
12-City/Util URM	09/02/2020	09/02/2020	30.00
12-City/Util URM	09/03/2020	09/03/2020	80.00
12-City/Util URM	09/08/2020	09/08/2020	30.00
12-City/Util URM	09/08/2020	09/08/2020	35.73
12-City/Util URM	09/10/2020	09/10/2020	50.00
12-City/Util URM	09/11/2020	09/11/2020	55.00
12-City/Util URM	09/14/2020	09/14/2020	496.92
12-City/Util URM	09/14/2020	09/14/2020	4.00
12-Util URM	09/15/2020	09/15/2020	56.68
12-City/Util URM	09/16/2020	09/16/2020	888.61
12-City/Util URM	09/17/2020	09/17/2020	140.00
12-Util URM	09/18/2020	09/18/2020	120.00
12-City/Util URM	09/21/2020	09/21/2020	71.15
12-City/Util URM	09/21/2020	09/21/2020	120.00
12-City/Util URM	09/22/2020	09/22/2020	10.00
12-City/Util URM	09/24/2020	09/24/2020	21.73
12-City/Util URM	09/25/2020	09/25/2020	56.68
12-City/Util URM	09/28/2020	09/28/2020	281.54



### Accounts Payable by G/L Distribution Report

Invoice Date Range 08/01/20 -

				3	
1770	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/28/2020	09/28/2020	10/31/20 168.01
		-			
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/30/2020	09/30/2020	50.00
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/01/2020	10/01/2020	71.53
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/02/2020	10/02/2020	10.00
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/05/2020	10/05/2020	6.69
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/07/2020	10/07/2020	86.33
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/12/2020	10/12/2020	265.00
1778	5 - The Howard E. Nyhart Company, INC	12-Util URM	10/13/2020	10/13/2020	18.70
1778	5 - The Howard E. Nyhart Company, INC	12-Util URM	10/13/2020	10/13/2020	30.00
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/16/2020	10/16/2020	375.90
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/19/2020	10/19/2020	30.00
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/19/2020	10/19/2020	273.00
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/20/2020	10/20/2020	150.00
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2020	10/22/2020	282.18
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2020	10/22/2020	50.00
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/23/2020	10/23/2020	138.76
1778	5 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/26/2020	10/26/2020	825.00
1778	5 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-10/28/20	10/29/2020	10/29/2020	9.80
		Other Services and Charges Section 125 - UR		165	\$10,745.01
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util					410,710,0101
	5 - The Howard E. Nyhart Company, INC	12-City URM	08/04/2020	08/04/2020	1,032.00
1778	5 - The Howard E. Nyhart Company, INC	12-Util URM	10/13/2020	10/13/2020	946.00
	Account 53990.1282 -	Other Services and Charges Section 125 - DE	DC- Util Totals	12	\$1,978.00
A	int E2000 1202 Other Comisses and Charges Hash	the Couring a Account			

Account 53990.1283 - Other Services and Charges Health Savings Account

### Accounts Payable by G/L Distribution Report

				0		
					10/31/20	
	17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	08/13/2020	08/13/2020	18,214.63	
	17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	08/27/2020	08/27/2020	18,214.63	
	17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	09/10/2020	09/10/2020	18,245.39	
	17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	09/24/2020	09/24/2020	18,245.39	
	17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	10/08/2020	10/08/2020	19,380.39	
17785 - The Howard E. Nyhart Company, INC		12-City/Util URM	10/22/2020	10/22/2020	20,600.39	
	Account 53990.1283 - Other Services and Charges Health Savings Account Totals 16					
Program 120000 - Main Totals 173						
Department 12 - Human Resources Totals 173					\$125,623.83	
Fund 804 - Insurance Voluntary Trust Totals 173					\$125,623.83	
			Grand Totals	100	\$3,101,064.14	



### **REGISTER OF CLAIMS**

### Board: Board of Public Works Claim Register

				Bank			
Date:	Type of Claim	FUND	Description	Transfer	Amount		
11/13/2020	Claims Aug-Oct 2020 H.S.A.	Health Claims			1,361,865.78 3,101,064.14 4,462,929.92		
		ALLOWANCE OF C					
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 <u>4,462,929.92</u> Dated this <u>10th</u> day of <u>November</u> year of <u>2020</u> .							
Kyla Cox Deck	ard President	Beth H. Hollingsword	h Vice President	Dana Palazzo Secretary			
I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.							

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