

**Board of Public Works Meeting
January 19, 2021**



Topic: Board of Public Works

Time: Jan 19, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/98662135192?pwd=NFNpaEpFaFRNNk9jMFljSDl0aERMQT09>

Meeting ID: 986 6213 5192

Passcode: 553973

One tap mobile

Dial by your location

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Meeting ID: 986 6213 5192

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Find your local number: <https://bloomington.zoom.us/u/adtoC8BXV9>

**AGENDA
BOARD OF PUBLIC WORKS
JANUARY 19, 2021**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, January 19, 2021 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed) and Zoom. Public comments and questions will be encouraged via bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Approve Permission to Abate Property at 1615 S. Walnut Street

IV. CONSENT AGENDA

1. Approval of Minutes – January 05, 2021
2. Approve Bloomington Digital Underground Advisory Committee Member Appointees
3. Approve 2021 CATS Funding Agreement
4. Approve 2021 Renewal of PEG Agreement with CATS and WTIU
5. Approve Renewal of Service Agreement with Trinkle Snowplowing
6. Approve Service Agreement with AMC Construction, LLC for Concrete Repair Services at Public Works Facilities
7. Approve Outdoor Lighting Service Agreements with Duke Energy
8. Approve Renewal of Contract with Groomer Construction, Inc., for Concrete Services
9. Approve Renewal #2 of Pavement Markings Contract with Airmarking Company
10. Approval of Payroll

V. NEW BUSINESS

1. Approve Request to Use Public Right-of-Way for Placement of Dumpster at 210 E. Kirkwood by Mattingly Construction Company
2. Approve Request from Weddle Brothers Construction to Extend Full Street Closure on East 11th Street (Extend from January 29th, 2021 to February 26, 2021)
3. Approve Request from Gilliate General Contractors, Inc. to close lanes of North College Avenue from W. 10th to W. 11th Streets. (dates to be determined)
4. Approve Contract with Stanley Access Technologies for Installation of ADA Compliant Automatic Door at Animal Care and Control
5. Approve Contract with Hamm’s Blinds and Drapes, Inc., for Installation of Blinds at Fire Station #4
6. Approve Contract with John C. Martin dba Martin’s Wallpaper and Paint for Painting of Living Quarters’ Walls at Fire Station #4

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Staff Report

To: Board of Public Works

From: Kenneth Liford / Daniel Dixon

Date: January 19, 2021

Re: Request to Abate property at 1615 South Walnut Street, Bloomington, IN

Attachments:

1. Notice(s) of Violation Issued on September 24, 2020 and January 4, 2021.
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

Facts:

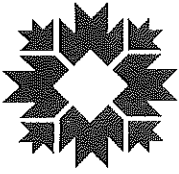
1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On September 24, 2020 and January 4, 2021, Neighborhood Compliance Officer Kenneth Liford inspected the property located at 1615 South Walnut Street, Bloomington, IN (Hereinafter the “Property”) and issued (a) Notice(s) of Violation for deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”).
3. The NOV was/were issued to William May (Hereinafter the “Owner(s)”) because he is the Owner of the Property which is in violation of BMC § 6.06.020 in that there is garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV was/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(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

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



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 9-24-20 Time 2:25 Address/location 1615 S. Walnut st 47401

Issued by: 208

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# 46496

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: Remove all trash from property. Trash is to be put out on Monday. Any other days will result in daily fines.

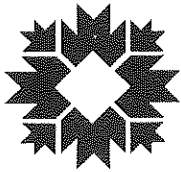
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name William May
 Address 1615 S. Walnut St.
 City Bloomington State IN.
 Zip Code 47401

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

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

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

Date 1-4-21 Time 2:30 Address/location 1615 S. Walnut St. 47401

Issued by: 208

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# 47125

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: Remove all items from property. Including all broken bicycles broken furniture, appliances and building materials.

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

Owner Name William May
 Address 1615 South Walnut St
 City Bloomington State IN.
 Zip Code 47401

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

BPW: 1-19-21

Mail Copies To: Resident: _____ Owner: Agent: _____



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: William May ("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 tickêt(s) at the property located at 1615 S Walnut St, Bloomington 47401, under parcel number 53-08-09-205-007.000-009 and whose legal description is 015-35080-00 WILSON & VERMILYA LOT 2 (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 January 19, 2021 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

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

OFFICIAL USE

7001 2510 0003 6259 E000 0752 T002

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	e 6.90

Postmark
Here

Send
Street
or P
City,

William May
1615 S WALNUT ST
BLOOMINGTON, IN 47401

Instructions

PSF



OBJECTS IN MIRROR ARE
CLOSER THAN THEY APPEAR

112

112



1765122

CertainTeed Certain
Roofing

Monroe County, IN

1615 S Walnut ST, Bloomington, IN 47401-6519
53-08-09-205-007.000-009



Parcel Information

Parcel Number: 53-08-09-205-007.000-009
Alt Parcel Number: 015-35080-00
Property Address: 1615 S Walnut ST
Bloomington, IN 47401-6519
Neighborhood: Perry City Zone 4 Wilson - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: May, William M
Owner Address: 1615 S Walnut St
Bloomington, IN 47401
Legal Description: 015-35080-00 WILSON & VERMILYA LOT
2

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.092	



City of Bloomington
Housing and Neighborhood Development

On _____ 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 _____. 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: _____ Abatement Approved: Y/N

Property Owner: May, William M

Address: 1615 S Walnut St
Bloomington, IN 47401

Is this a rental? No

Agent: N/A

Address:

Parcel Number: 53-08-09-205-007.000-009

Legal Description: 015-35080-00 WILSON & VERMILYA LOT 2

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on September 24, 2020 and January 4, 2021, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, January 19, 2021.

The Board of Public Works now finds as follows:

1. William May (Hereinafter the "Owner") owns the real estate located at 1615 South Walnut Street, Bloomington, IN 47401, under parcel number 53-08-09-205-007.000-009 and whose legal description is 015-35080-00 Wilson & Vermilya Lot 2 (Hereinafter the "Property")
2. On September 24, 2020 and January 4, 2021, Kenneth Liford, City of Bloomington Neighborhood Compliance Officer, issued the NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

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

So Ordered this 19th Day of January, 2021.

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

The Board of Public Works meeting was held on Tuesday, January 05, 2021, at 5:30 pm virtually through Zoom. Kyla Cox Deckard called to order, Dana Palazzo presiding

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Jacqueline Moore – City Legal

Hollingsworth made a motion to nominate Dana Palazzo as President. Cox Deckard seconded. Cox Deckard made a motion to nominate Beth H. Hollingsworth as Vice President. Palazzo seconded. Hollingsworth made a motion to nominate Kyla Cox Deckard as secretary. Palazzo seconded. Motions are passed.

**ELECTION OF
OFFICERS**

Wason thanked Cox Deckard for her years of service as President of the Board of Public Works, welcomed Dana Palazzo as President and thanked Hollingsworth for her service as well. Hollingsworth wished everyone a Happy New Year and thanked Kyla Cox Deckard and Adam Wason for their service. Cox Deckard wanted to thank everyone for the hard work during a very difficult year.

**MESSAGES FROM
BOARD MEMBERS**

1. **Approval of Minutes – December 22, 2021**
2. **Approval of Renewal application for VeoRide.**
3. **Approval of Payroll**

CONSENT AGENDA

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

Wason stated we are ready for any winter weather events, thanked the Street and Fleet Maintenance Divisions. Wason said thanks to all the employees of Public Works and mentioned that the Parking Enforcement Division will be joining the Department of Public Works.

**STAFF REPORTS AND
OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$2,292,190.21. Cox Deckard seconded. Wason commented on questions Hollingsworth asked before meeting the started. Motion is passed.

APPROVAL OF CLAIMS

Palazzo called for adjournment at 5:39 p.m.

ADJOURNMENT

Accepted By:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: BDUAC APPOINTMENTS
DATE: 01/19/2021

Board Members,

The BDU Advisory Committee advises the City on management of the BDU (the City's fiber optic network), related City telecommunications and IT infrastructure investments, and strategic IT initiatives. I am pleased to request reappointment to the BDU Advisory Committee the following individuals currently serving:

- Marianne Chitwood, Director of the I-Light Network and Director of Operations for the GlobalNOC at Indiana University [BPW-4].
- Michelle Cole, Chief Operations Officer of Envisage Technologies [BPW-5],
- Chris Robb: Senior Manager, Research Network Group, Indiana University [BPW-1],
- Dr. Mike Sullivan, Chief Executive Officer of HealthLINC [BPW-3], and
- Mike Trotzke, Co-founder & Managing Member of Sproutbox, founder of The Combine conference [BPW-2].

We believe these individuals will make valuable contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC. We are grateful to have such skilled and dedicated individuals interested in serving our community.

Warm regards,



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

Marianne Chitwood: As Director for the I-Light Network Marianne has responsibility for managing the installation of the I-Light fiber backbone throughout the state of Indiana and has deployed over 30 POP's and amplification sites throughout the network. She

has also been responsible for building last mile dark fiber to every college and university in the State. Additionally Marianne co-authored with Zayo Bandwidth a grant proposal under the Federal BTOP program which was awarded 34 Million dollars to deploy fiber to 21 Ivy Tech campuses throughout the state. This project brought broadband to underserved communities across Indiana.

Michelle Cole leads Envisage Technologies with responsibilities for marketing, development, project and product management, quality assurance, infrastructure and customer care. She is a strong proponent of agile development, usable design and chaos reduction. With formal education in psychology, sociology and information technology, she experiments in hiring and software development processes. She has succeeded in transforming both Fortune 1000 and small entrepreneurial companies to agile development.

Chris Robb: Senior Manager, Research Network Group, Indiana University. Chris has over 20 years of computer networking experience as part of the Indiana University GlobalNOC. He oversaw the implementation of two national network builds for the Internet2 network and served as the Director of Operations and Engineering on those networks. He's currently managing staff that supports the NOAA science network and the IU Research Network. He believes that "Bloomington's digital infrastructure is critically important to its economic future and place within the state as a leader in bridging the digital divide."

Michael Sullivan, M.D. Michael Sullivan, M.D. currently serves as the Chief Executive Officer of HealthLINC. Prior to joining HealthLINC, Dr. Sullivan served as Associate Director of Health Sciences for Internet2, a nonprofit whose 350 members include leading universities, research institutes, and government agencies. Internet2 operates an advanced nationwide fiber-optic network operating at 100 Gigabits per second. Dr. Sullivan worked with biomedical researchers, health care organizations, and government agencies like NIH, CDC, NSF, DOE, and FCC to promote cyberinfrastructure support for advanced applications in the life sciences. Dr. Sullivan received his BA degree in biophysics from the Johns Hopkins University and his MD degree from the University of Kansas. He practiced emergency medicine for fifteen years and served as the CEO of an emergency physician group. He has 25 years experience in medical informatics as a medical software developer and health IT consultant. In recent years he has contributed to the creation of several health networks, including the Indiana Telehealth Network, the HealthLINC Health Information Exchange, and the Nationwide Health Information Network (NwHIN).

Mike Trotzke is an entrepreneur and Co-founder & Managing Member of Sproutbox. He also a board member of the Humanetrix Foundation and the founder of The Combine, a annual technology and entrepreneurship conference. He has served on the BDUAC and contributed greatly to our deliberations. We believe he should be allowed to continue his strong contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC.

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2021 AGREEMENTS
DATE: 01/19/2021
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

I have a few annual agreements for your consideration covering funding for Community Access Television Services CATS, and agreements with PEG content providers.

2021 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2021 has been budgeted at \$451,294.26, a 1% increase from 2020. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$451,294.26 in 2021, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

2021 PEG Content Provider Agreements (CATS [MCPL] & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,



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



MEMORANDUM

TO: Phillipa Guthrie, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/21/20
RE: 2021 Community Access Television Services (CATS) funding agreement

Funding Source: 401-25-256000-53980

Total Dollar Amount of Contract: \$451,294.26

Expiration Date of Contract: Expires 12/31/2021

Renewal Date for Contract: See above.

Department Head Initials of Approval: RBD

Due Date For Signature: As soon as possible

Record Destruction Date (Legal Dept to fill in): 2032

Legal Department Internal Tracking # (Legal Dept to fill in): 20-757

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: B 2/6/22 E. McKinnon

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Desiree King, Office Manager, ITS

Summary of Contract:

2021 Community Access Television Services Agreement (CATS)

The purpose of this agreement is to codify services provided by Community Access Television Services (CATS) and to codify the funding and accounting procedures, and equipment agreements provided by the City.

CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2021

This Agreement is entered into on the ____ day of _ 2021 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

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

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

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

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

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

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

Article II. Designated use of Agreement Funds and Equipment.

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

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

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

Article III. Data on Affirmative Action.

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

Article IV. Funding Procedure.

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

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter -- January, April, July, and October.
- (b) The City will provide funding at the rate of \$112,823.58 quarterly, with the fourth payment being \$112,823.52 for the calendar year beginning January 1, 2021, with the total not to exceed \$451,294.26.

Article V. Accounting Procedures.

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

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

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

Article VI. Program Monitoring and Library Reporting Requirements.

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

Article VII. Access to Records.

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

Article VIII. Retention of Records.

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

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

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

Article IX. Termination of Agreement.

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

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

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

Article X. Forfeiture of Funds for Noncompliance

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

Article XI. Verification of Work Status

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

Article XII. Investment Activities in Iran

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

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, President
Board of Public Works

Date: _____

By: *Philippe M. Grottkie*
John Hamilton, Mayor

12-23-20
Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *REM*
DATE: *12/23/20*

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

By: _____
John Walsh, President

Date:

Date:

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date:



Barbara McKinney <mckinneb@bloomington.in.gov>

Re: Message from "RNP5838792D27BD"

1 message

Jeffrey Underwood <underwoj@bloomington.in.gov>
To: Barbara McKinney <mckinneb@bloomington.in.gov>
Cc: Jeff McMillian <mcmillij@bloomington.in.gov>

Tue, Dec 22, 2020 at 3:37 PM

approved

On Tue, Dec 22, 2020 at 11:02 AM Barbara McKinney <mckinneb@bloomington.in.gov> wrote:
Attached for your review is 20-757, our annual CATS funding agreement, for \$451,294.26.

----- Forwarded message -----

From: <LegalScans@bloomington.in.gov>
Date: Tue, Dec 22, 2020 at 10:54 AM
Subject: Message from "RNP5838792D27BD"
To: Barbara McKinney <mckinneb@bloomington.in.gov>

This E-mail was sent from "RNP5838792D27BD" (MP C4504).

Scan Date: 12.22.2020 10:57:43 (-0500)
Queries to: LegalScans@bloomington.in.gov

--
Barbara E. McKinney
Director, BHRC/Assistant City Attorney
City of Bloomington Legal Department
401 N. Morton Street
P O Box 100
Bloomington, IN 47402-0100
(812) 349-3429
(812) 349-3441 (fax)

CONFIDENTIALITY NOTICE

This transmission (including any attachments) may contain information which is confidential, attorney work product and/or subject to the attorney-client privilege, and is intended solely for the recipient(s) named above. If you are not a named recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited and may be subject to criminal and civil penalties. If you have received this transmission in error, please immediately call us collect at (812) 349-3426, delete the transmission from all forms of electronic or other storage and destroy all hard copies. Do NOT forward this transmission. Thank you.

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MEMORANDUM

TO: Phillipa Guthrie, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/21/20
RE: 2021 PEG Content Provider Agreements - MCPL

Funding Source: No City Funding Required

Total Dollar Amount of Contract: N/A

Expiration Date of Contract: Expires 12/31/2021

Renewal Date for Contract: See above.

Department Head Initials of Approval: RBD

Due Date For Signature: As soon as possible

Record Destruction Date (Legal Dept to fill in): 2032

Legal Department Internal Tracking # (Legal Dept to fill in): 20-756

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Barbara E. McKinney

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Desiree King, Office Manager, ITS

Summary of Contract:

2021 PEG Content Provider Agreements (WTIU)

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

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2021. This agreement may be rescinded at the City's discretion with a 30-day written notice.

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

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

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

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

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

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

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

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

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

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

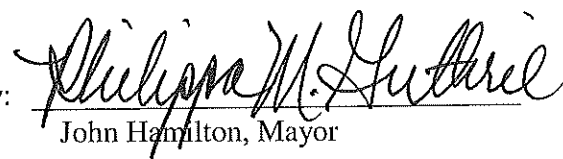
Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action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


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

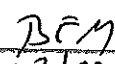
CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, President
Board of Public Works

Date: _____

By: 
John Hamilton, Mayor


12-23-20
Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 12/23/20

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date:

By: _____
John Walsh, President

Date:

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date:



Barbara McKinney <mckinneb@bloomington.in.gov>

Re: Message from "RNP5838792D27BD"

1 message

Jeffrey Underwood <underwoj@bloomington.in.gov>
To: Barbara McKinney <mckinneb@bloomington.in.gov>
Cc: Jeff McMillian <mcmillij@bloomington.in.gov>

Tue, Dec 22, 2020 at 3:36 PM

approved

On Tue, Dec 22, 2020 at 9:53 AM Barbara McKinney <mckinneb@bloomington.in.gov> wrote:
Attached is our annual contract with MCPL for public, education and government channels, 20-756. Thanks.

----- Forwarded message -----

From: <LegalScans@bloomington.in.gov>
Date: Tue, Dec 22, 2020 at 9:49 AM
Subject: Message from "RNP5838792D27BD"
To: Barbara McKinney <mckinneb@bloomington.in.gov>

This E-mail was sent from "RNP5838792D27BD" (MP C4504).

Scan Date: 12.22.2020 09:52:44 (-0500)
Queries to: LegalScans@bloomington.in.gov

--
Barbara E. McKinney
Director, BHRC/Assistant City Attorney
City of Bloomington Legal Department
401 N. Morton Street
P O Box 100
Bloomington, IN 47402-0100
(812) 349-3429
(812) 349-3441 (fax)

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MEMORANDUM

TO: Phillipa Guthrie, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/21/20
RE: 2021 PEG Content Provider Agreements - WTIU

Funding Source: No City Funding Required

Total Dollar Amount of Contract: N/A

Expiration Date of Contract: Expires 12/31/2021

Renewal Date for Contract: See above.

Department Head Initials of Approval: RBD

Due Date For Signature: As soon as possible

Record Destruction Date (Legal Dept to fill in): 2022

Legal Department Internal Tracking # (Legal Dept to fill in): 20-755

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Barbara E. McKinley

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Desiree King, Office Manager, ITS

Summary of Contract:

2021 PEG Content Provider Agreements (WTIU)

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

CITY OF BLOOMINGTON
and
WTIU/INDIANA UNIVERSITY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2021. This agreement may be rescinded at the City's discretion with a 30-day written notice.

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

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

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

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

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

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

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

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

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

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

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

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


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

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

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, President
Board of Public Works

Date: _____

By:  _____
John Hamilton, Mayor

Date: 12-23-20

CITY OF BLOOMINGTON
Legal Department
Reviewed By: BEM
DATE: 12/23/20

WTIU
By: _____
Date: _____



Barbara McKinney <mckinneb@bloomington.in.gov>

Re: Message from "RNP5838792D27BD"

1 message

Jeffrey Underwood <underwoj@bloomington.in.gov>
To: Barbara McKinney <mckinneb@bloomington.in.gov>
Cc: Jeff McMillian <mcmillij@bloomington.in.gov>

Tue, Dec 22, 2020 at 3:36 PM

approved

On Tue, Dec 22, 2020 at 9:52 AM Barbara McKinney <mckinneb@bloomington.in.gov> wrote:

Attached is 20-755, our annual contract with WTIU for public, education and government channels. No money is required. Thanks.

----- Forwarded message -----

From: <LegalScans@bloomington.in.gov>
Date: Tue, Dec 22, 2020 at 9:50 AM
Subject: Message from "RNP5838792D27BD"
To: Barbara McKinney <mckinneb@bloomington.in.gov>

This E-mail was sent from "RNP5838792D27BD" (MP C4504).

Scan Date: 12.22.2020 09:53:03 (-0500)
Queries to: LegalScans@bloomington.in.gov

--
Barbara E. McKinney
Director, BHRC/Assistant City Attorney
City of Bloomington Legal Department
401 N. Morton Street
P O Box 100
Bloomington, IN 47402-0100
(812) 349-3429
(812) 349-3441 (fax)

CONFIDENTIALITY NOTICE

This transmission (including any attachments) may contain information which is confidential, attorney work product and/or subject to the attorney-client privilege, and is intended solely for the recipient(s) named above. If you are not a named recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited and may be subject to criminal and civil penalties. If you have received this transmission in error, please immediately call us collect at (812) 349-3426, delete the transmission from all forms of electronic or other storage and destroy all hard copies. Do NOT forward this transmission. Thank you.

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Board of Public Works Staff Report

Project/Event: Service Contract with Trinkle Snowplowing, LLC for Snow Removal and Ice Melt Application

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: January 19, 2021

This is a service agreement for the removal of ice and snow at Public Works Facilities. Trinkle Snowplowing, LLC has been our contractor for these services since 2019. The not to exceed amount was increased by \$5,000.00 to cover additional responsibilities such as the new sidewalks within the Trades District.

Staff recommends awarding the contract to Trinkle Snowplowing, LLC not to exceed \$40,000.00.

Respectfully submitted,

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

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

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

This Agreement, entered into on this 19th day of January, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Trinkle Snowplowing, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Snow removal and application of ice melting chemicals. These services will be performed at City facilities (“Services”) for a set price of One Hundred Twenty Dollars (\$120.00) per hour. Ice melting chemicals shall be charged at the rate of Thirteen Dollars (\$13.00) per Fifty (50) pounds of chemical applied. This rate shall include any trip charges and/or fuel charges. 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 31st, 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. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If 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. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

Contractor: Trinkle Snowplowing, LLC, 455 South Cataract Road, Spencer Indiana 47460.
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

Trinkle Snowplowing, LLC

Philippa M. Guthrie, Corporation Counsel

Richard Trinkle, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Palazzo, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

Trinkle Snowplowing, LLC

By: _____

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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2021 Service Agreement with AMC Construction, LLC
for Concrete Repair Services at Public Works Facilities

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: January 19, 2021

This is a service agreement to provide concrete repair services at facilities owned and operated by the Public Works Department.

Respectfully submitted,

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

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

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

This Agreement, entered into on this 19th day of January, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and AMC Construction, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform concrete repair services. Labor for these services shall be provided Monday through Friday at the rate of Eighteen Dollars (\$18.00) per hour for a Concrete Finisher and Fifteen Dollars per hour for a laborer. Labor rates on Saturday and Sunday shall be Twenty-Seven Dollars (\$27.00) per hour for a Concrete Finisher and Twenty-Two Dollars and Fifty Cents (\$22.50) for a Laborer. Equipment shall be provided at the rate of Eighty-Three Dollars (\$83.00) per day for a demolition saw, Two Hundred Eighty Dollars (\$280.00) per day for an air compressor and Pneumatic Jack Hammer, and Eighty Dollars per day for a motorized compactor. Spoils shall be disposed of by the contractor at the rate of One Hundred Dollars (\$100.00) per truck load. 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. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If 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. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

Contractor: AMC Construction, LLC, Attn: Adrian Thomas, P.O. Box 3, Ellettsville, Indiana 47429.

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

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

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

AMC Construction, LLC

Adrian Thomas, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Palazzo, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

AMC Construction, LLC

By: _____

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 _____, 2021.

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: January 19, 2021

Department of Public Works (DPW) received residential requests for additional street lighting throughout the City of Bloomington's corporate boundaries. Staff has determined that additional street lights are warranted at the following locations to effectively illuminate the public right-of-way.

The streetlights will consist of LED full cut off roadway style fixtures mounted on either existing or new poles. The City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **Intersection of W Howe Street and S Rogers Street**

Fixture: One (1) 70 W LED Roadway fixture mounted on a new wooden pole

Option A: \$2,730.02

Estimated Monthly Charge: \$4.56

Note: This new LED roadway fixture and wooden pole replaces a HPS cobra head fixture and wooden pole that was removed to facilitate the construction of an ADA compliant ramp on the southwest corner of intersection.

2. Location: **W 11th Street from N Fairview Street to W Fountain Drive**

Fixture: Thirteen (13) 70W LED Roadway fixtures mounted on existing wooden poles

Option A: \$6,882.40

Estimated Monthly Charge: \$39.90

Note: Brighter street lights were requested along this portion of W 11th Street. In order to increase the overall illumination level of the area, staff determined that the existing HPS cobra head fixtures will be replaced with new LED roadway fixtures.

3. Location: **Intersection of W 12th Street and N Lindbergh Drive**

Fixture: One (1) 70W LED Roadway fixture mounted on an existing wooden pole

Option A: \$1,011.32

Estimated Monthly Charge: \$3.40

Note: A brighter street light was requested at this intersection. In order to increase the illumination level, staff determined that the existing HPS cobra head fixture will be replaced with a new LED roadway fixture.

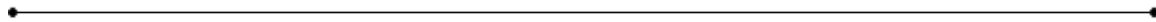
4. Location: Intersection of N Illinois Street and W Illinois Court & W Illinois Court

Fixture: Two (2) 70W LED Roadway fixtures mounted on existing aluminum poles

Option A: \$1,001.02

Estimated Monthly Charge: \$6.10

Note: Brighter street lights near Crestmont Park were requested at the intersection and within the cul-de-sac of W Illinois Court. In order to increase the illumination level, staff determined that the existing HPS cobra head fixtures will be replaced with new LED roadway fixtures.



Recommendation: Approve Outdoor Lighting Service Agreement by *Christina Smith*

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000019585		12/14/2020
	Agreement Coverage			Agreement Number		Current Date
68003981	39126697	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON	
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	500 ROGERS ST S <i>Int. of W. Howe + S Rogers</i>	
Service Address	MISC: LIGHTING	
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/14/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$2,730.02	\$2.85	\$1.71	1	\$4.56	\$4.56	\$4.56
Option B - 1 Year Agreement Initial Term	\$237.91	\$2.85	\$1.71	1	\$242.47	\$242.47	\$4.56
Option C - 3 Year Agreement Initial Term	\$81.51	\$2.85	\$1.71	1	\$86.07	\$86.07	\$4.56
Option D - 5 Year Agreement Initial Term	\$55.30	\$2.85	\$1.71	1	\$59.86	\$59.86	\$4.56
Option E - 7 Year Agreement Initial Term	\$44.36	\$2.85	\$1.71	1	\$48.92	\$48.92	\$4.56
Option F - 10 Year Agreement Initial Term	\$36.43	\$2.85	\$1.71	1	\$40.99	\$40.99	\$4.56

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>	Signature	_____
Printed Name	<u>Craig Barker</u>	Printed Name	_____
Date	<u>12/14/2020</u>	Date	_____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$2.85	\$1.71	1	\$4.56
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	4.56

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
200	Overhead Conductor 6 Aluminum Duplex
1	Side Mount Bracket - 4 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II — CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III — ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV — SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V — PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI — TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI — OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



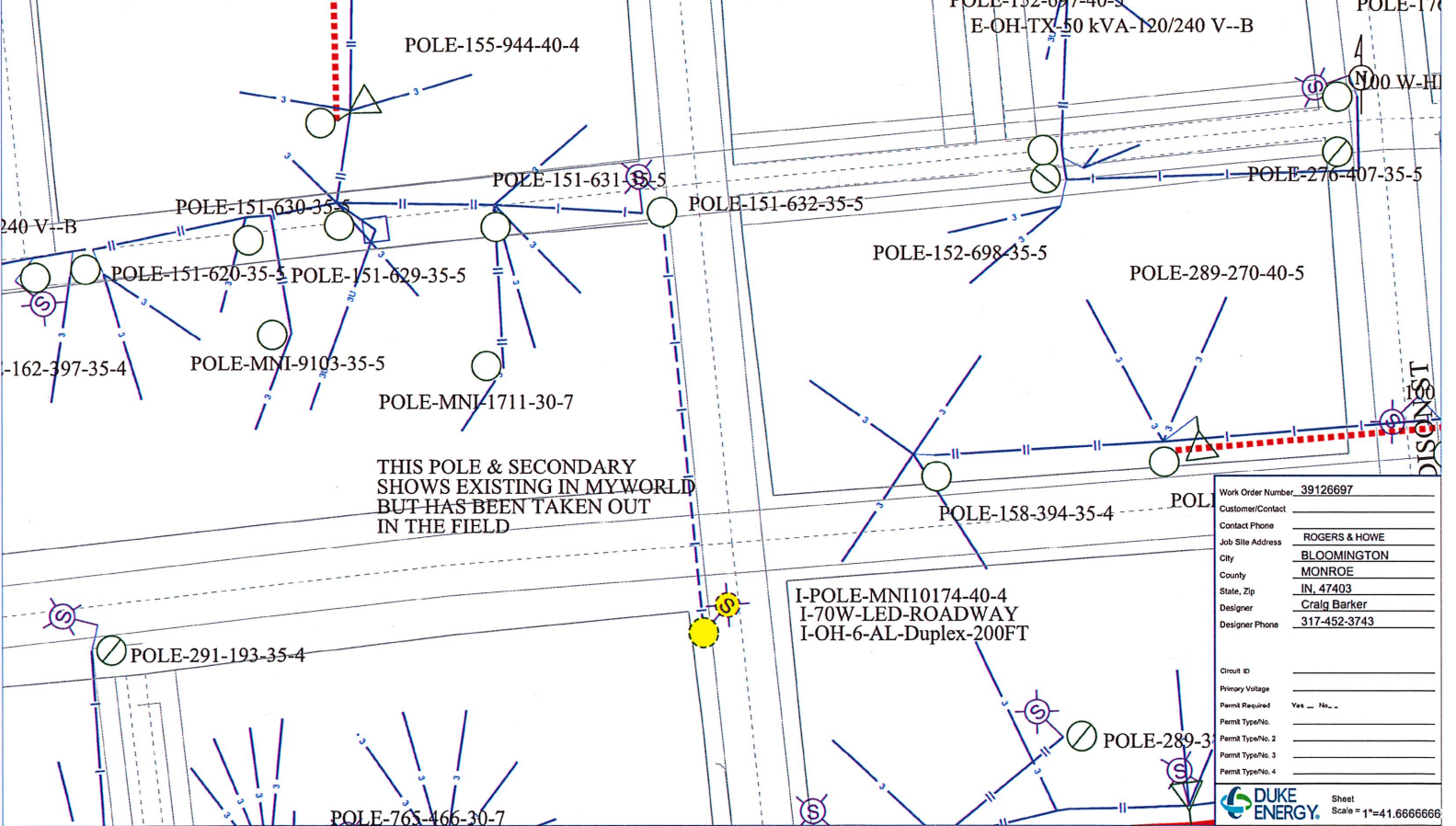
USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
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 USP:
 USP:



Safety Reminders / Adverse Conditions
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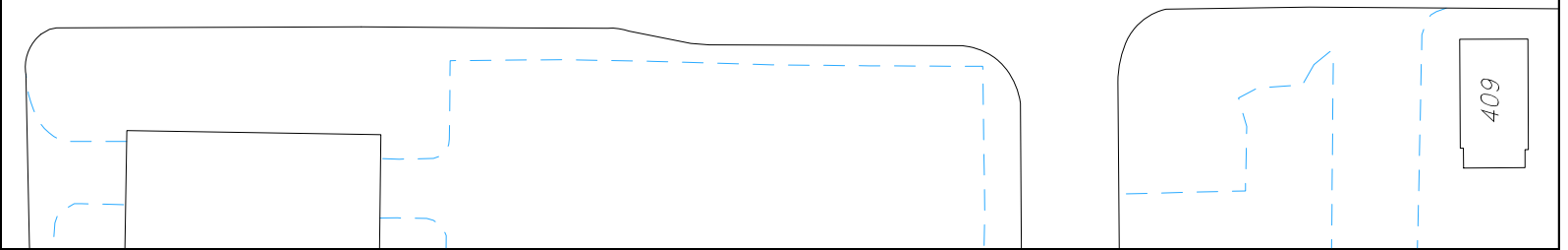
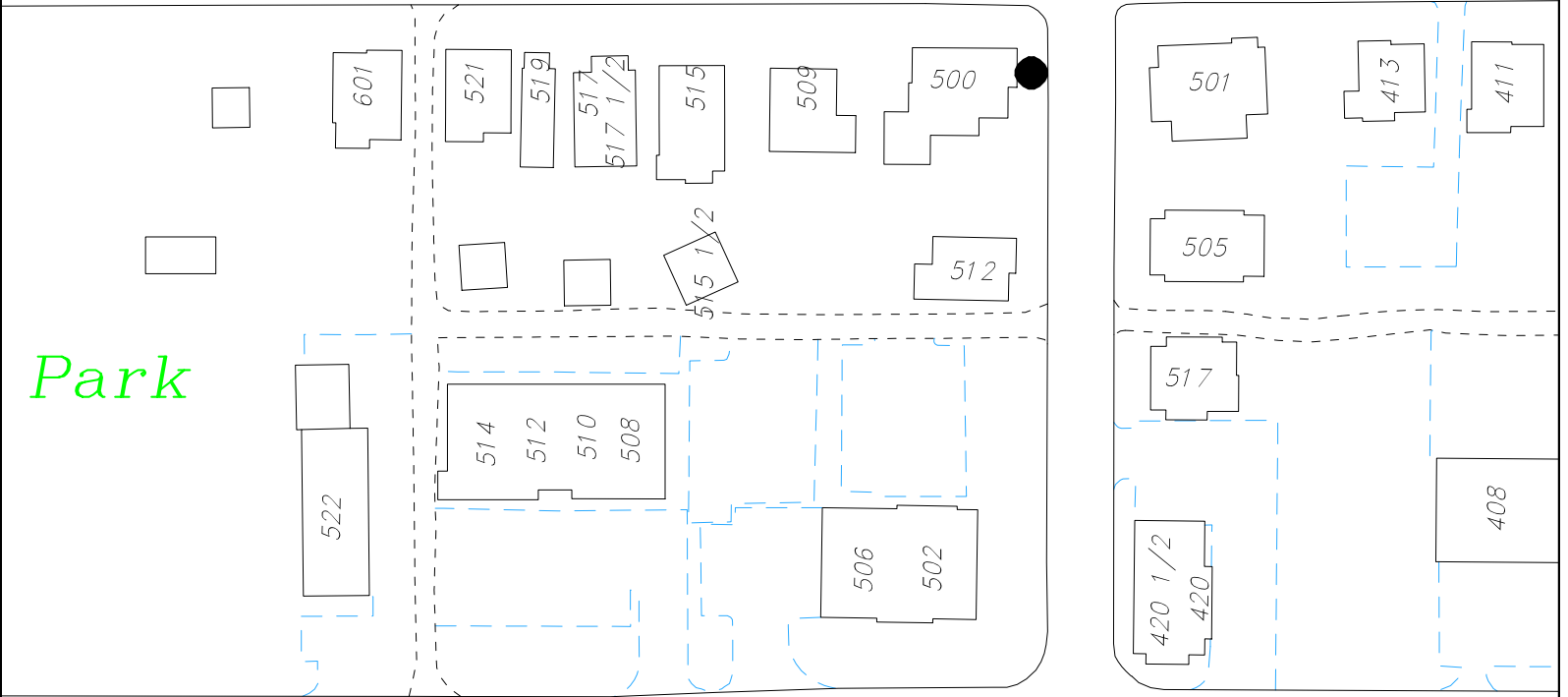
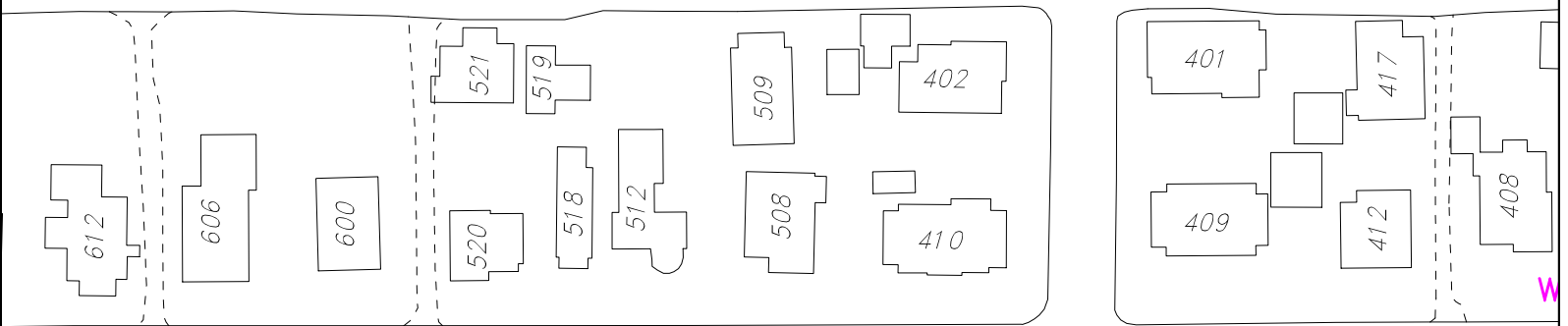
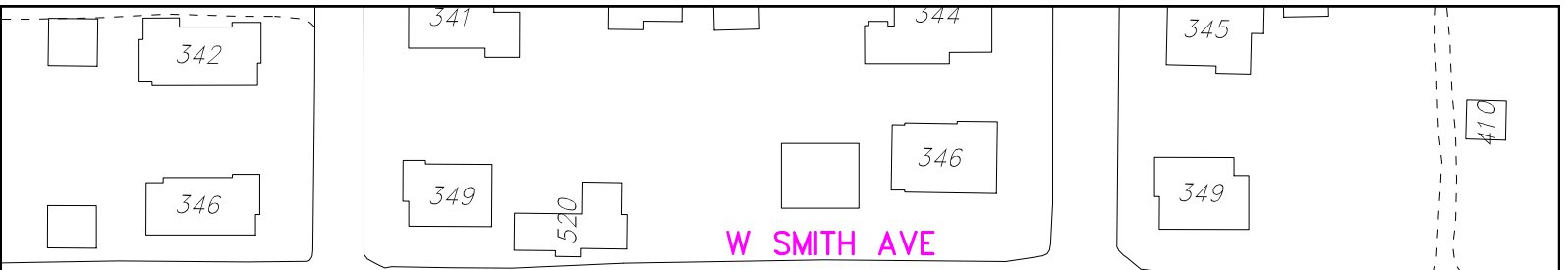
Work Zone General Comments: Double click to e

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



Work Order Number	39126697
Customer/Contact	
Contact Phone	
Job Site Address	ROGERS & HOWE
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47403
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



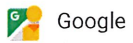


Google Maps 498 W Howe St



Image capture: Aug 2014 © 2020 Google

Bloomington, Indiana



Street View



OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000019590		12/14/2020
	Agreement Coverage			Agreement Number		Current Date
98003981	39129149	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON	
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	701 11TH ST W <i>W 11th - Fairview to Fountains</i>	
Service Address	MISC: LIGHTING	
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/14/2021
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$6,882.40	\$17.66	\$22.23	13	\$39.90	\$3.07	\$3.07
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Option C - 3 Year Agreement Initial Term	\$205.49	\$17.66	\$22.23	13	\$245.39	\$18.88	\$3.07
Option D - 5 Year Agreement Initial Term	\$139.42	\$17.66	\$22.23	13	\$179.32	\$13.79	\$3.07
Option E - 7 Year Agreement Initial Term	\$111.83	\$17.66	\$22.23	13	\$151.72	\$11.67	\$3.07
Option F - 10 Year Agreement Initial Term	\$91.84	\$17.66	\$22.23	13	\$131.74	\$10.13	\$3.07

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative		AND	Customer / Representative	
Signature	<u><i>Craig Barker</i></u>	Signature	_____	
Printed Name	<u>Craig Barker</u>	Printed Name	_____	
Date	<u>12/14/2020</u>	Date	_____	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

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	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.36	\$1.71	13	\$39.90
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		39.90

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	13

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
2	Side Mount Bracket - 4 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING

HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated-monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

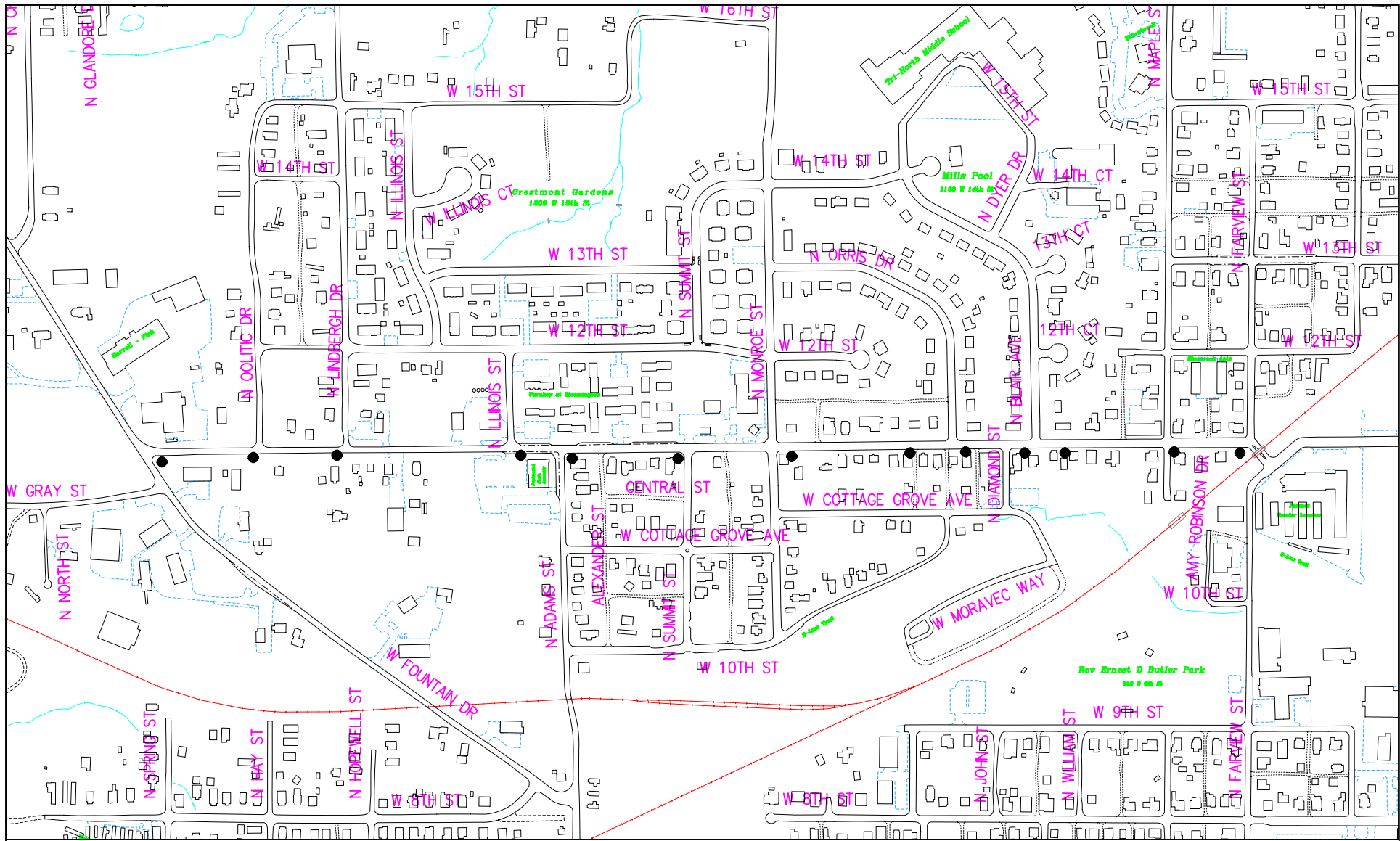
SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

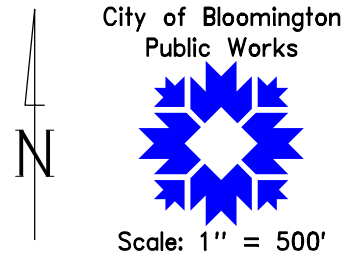
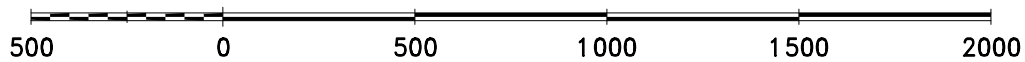
EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Int of W 11th St from N Fairview St to W Fountain Dr

By: smithc
13 Jan 21



For reference only; map information NOT warranted.



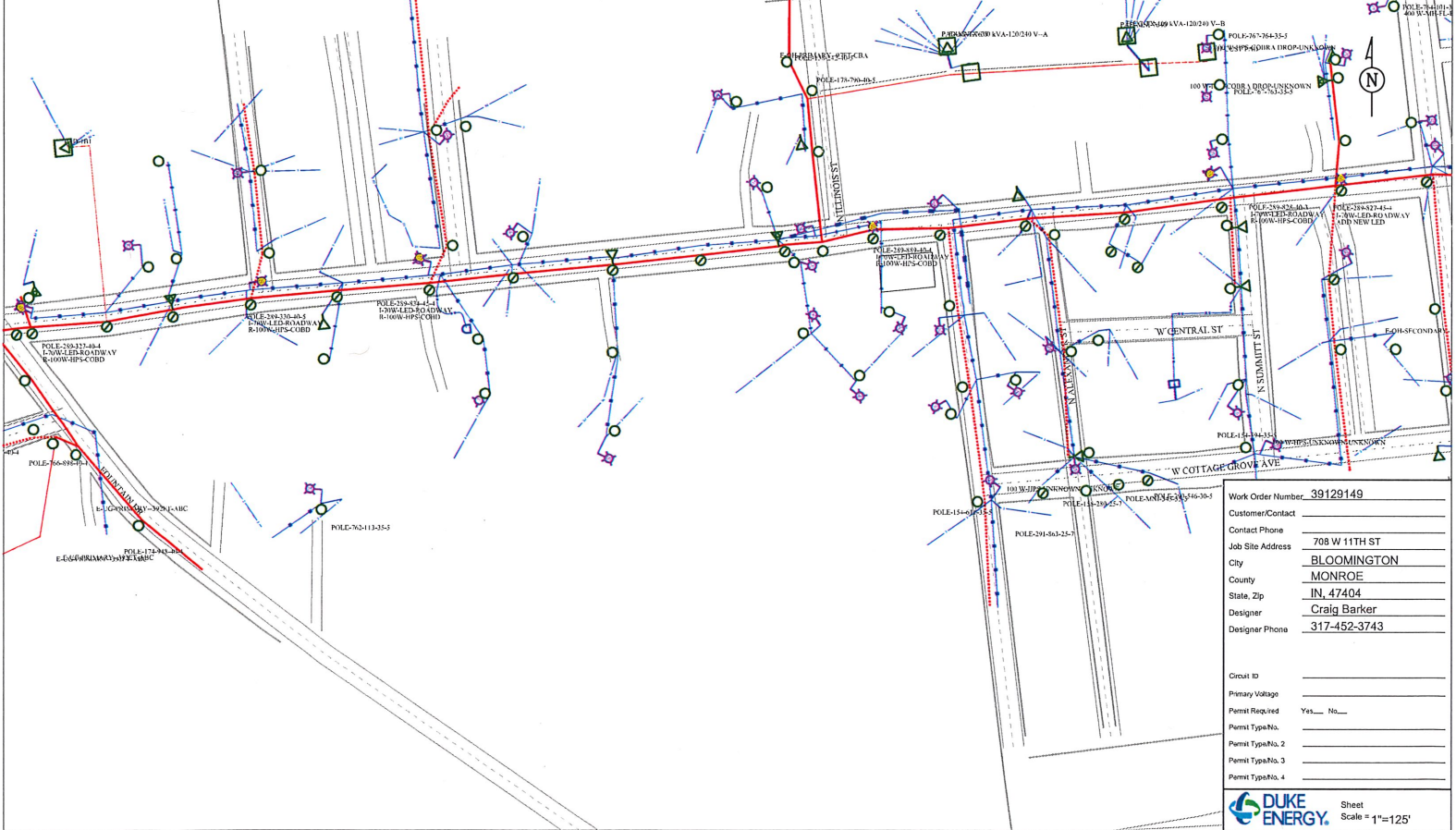
USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:

Work Zone General Comments: Double click to e

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



Work Order Number: 39129149
 Customer/Contact _____
 Contact Phone _____
 Job Site Address 708 W 11TH ST
 City BLOOMINGTON
 County _____
 State, Zip IN, 47404
 Designer Craig Barker
 Designer Phone 317-452-3743

Circuit ID _____
 Primary Voltage _____
 Permit Required Yes ___ No ___
 Permit Type No. 1 _____
 Permit Type No. 2 _____
 Permit Type No. 3 _____
 Permit Type No. 4 _____





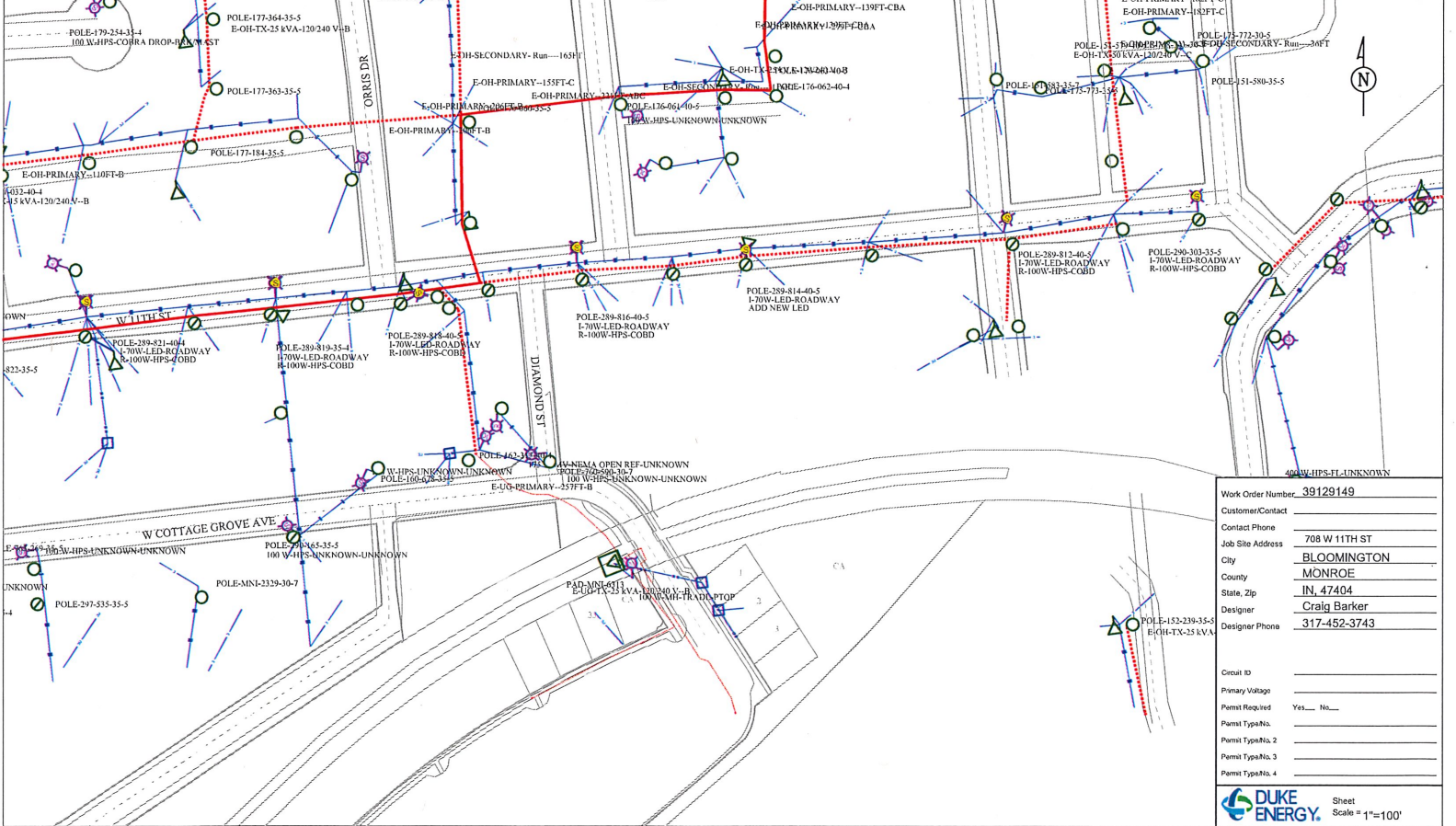
USP: Add Up Stream Protection, Facility ID, and Blocking Devis Type
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:

Work Zone General Comments: Double click to e

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



Work Order Number	39129149
Customer/Contact	
Contact Phone	
Job Site Address	708 W 11TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type No. 1	
Permit Type No. 2	
Permit Type No. 3	
Permit Type No. 4	



OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance	BLTILCLM0000019593		12/14/2020	
19003981		39131350 75110 \$450		V742 BLTIL UDES	
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON	
Service Location or Subdivision		The Initial Term begins when Service is in operation; upon expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	907 LINDBERGH DR N <i>Int of W. 12th St & N Lindbergh Dr</i>	
Service Address	MISC: LIGHTING	
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/14/2021
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,011.32	\$1.69	\$1.71	1	\$3.40	\$3.40	\$3.40
Option B - 1 Year Agreement Initial Term	\$88.13	\$1.69	\$1.71	1	\$91.53	\$91.53	\$3.40
Option C - 3 Year Agreement Initial Term	\$30.20	\$1.69	\$1.71	1	\$33.59	\$33.59	\$3.40
Option D - 5 Year Agreement Initial Term	\$20.49	\$1.69	\$1.71	1	\$23.88	\$23.88	\$3.40
Option E - 7 Year Agreement Initial Term	\$16.43	\$1.69	\$1.71	1	\$19.83	\$19.83	\$3.40
Option F - 10 Year Agreement Initial Term	\$13.50	\$1.69	\$1.71	1	\$16.89	\$16.89	\$3.40

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u><i>Craig Barker</i></u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>12/14/2020</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.69	\$1.71	1	\$3.40
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	3.40

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
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C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

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OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Side Mount Bracket - 12 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
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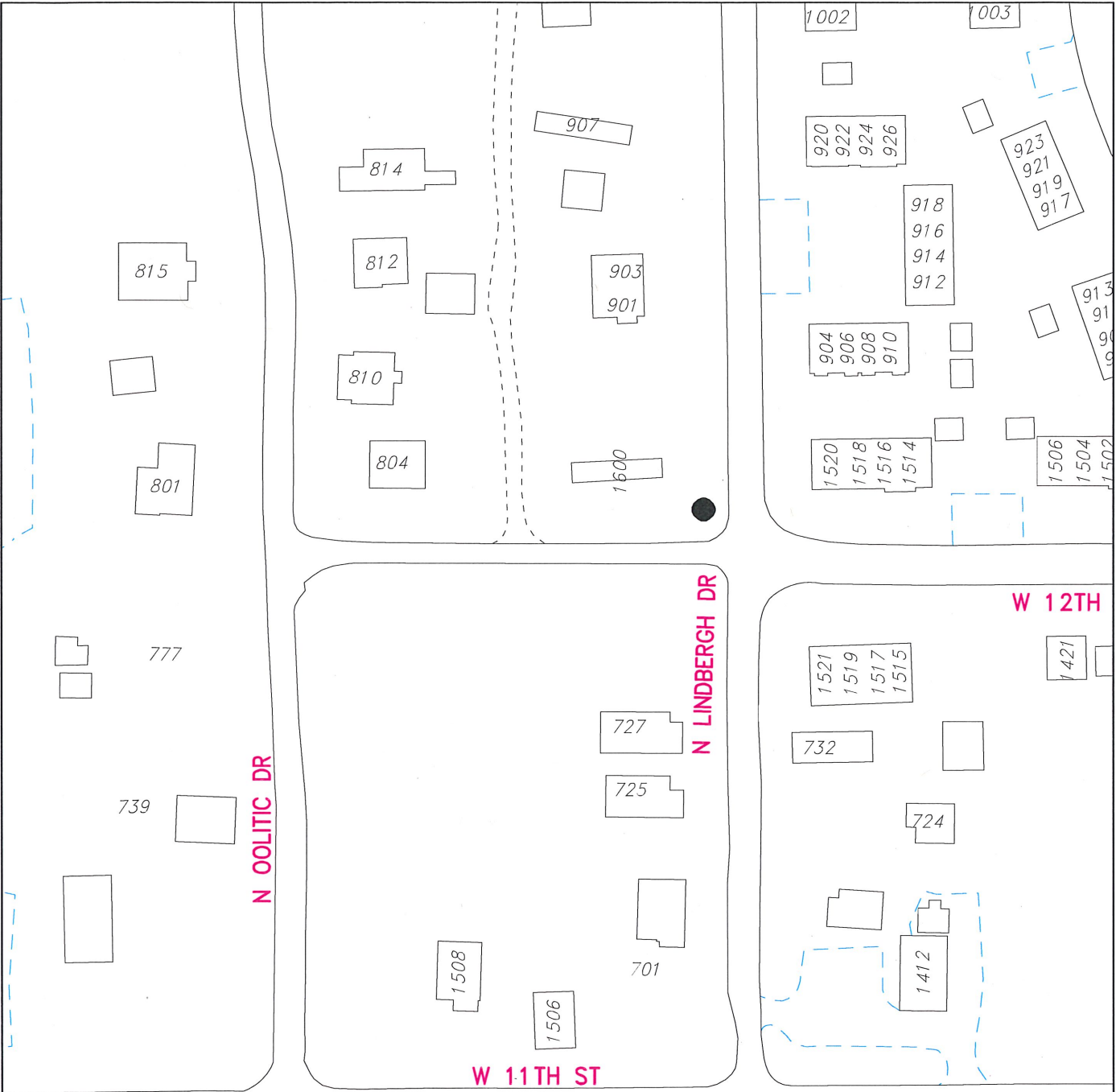
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- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

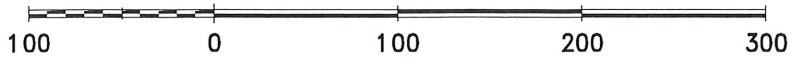
OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



By: smithc
20 Nov 20



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



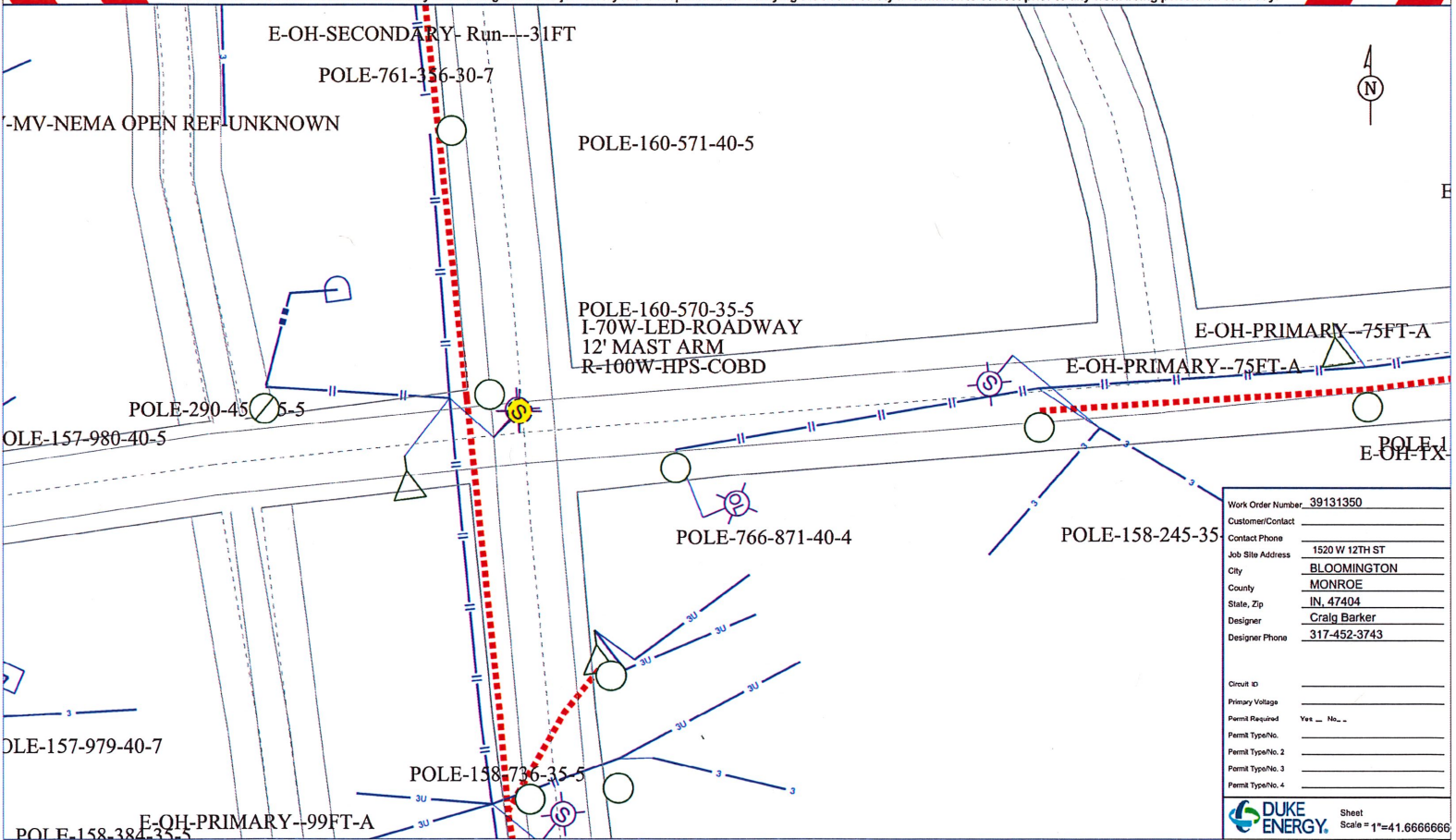
USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
USP:
USP:
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Safety Reminders / Adverse Conditions
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Work Zone General Comments: Double click to e

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



Work Order Number	39131350
Customer/Contact	
Contact Phone	
Job Site Address	1520 W 12TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance	BLTILCLM0000019595		12/14/2020	
Agreement Coverage		Agreement Number		Current Date	
29003981	39131691	75110	\$450	V742	BLTIL
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code
					Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON	
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	1417 ILLINOIS ST <i>Intersection of N Illinois St +</i>	
Service Address	MISC: LIGHTING <i>W Illinois Ct & W Illinois Ct</i>	
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/14/2021
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,001.02	\$2.68	\$3.42	2	\$6.10	\$3.05	\$3.05
Option B - 1 Year Agreement Initial Term	\$87.24	\$2.68	\$3.42	2	\$93.33	\$46.67	\$3.05
Option C - 3 Year Agreement Initial Term	\$29.89	\$2.68	\$3.42	2	\$35.99	\$17.99	\$3.05
Option D - 5 Year Agreement Initial Term	\$20.28	\$2.68	\$3.42	2	\$26.38	\$13.19	\$3.05
Option E - 7 Year Agreement Initial Term	\$16.26	\$2.68	\$3.42	2	\$22.36	\$11.18	\$3.05
Option F - 10 Year Agreement Initial Term	\$13.36	\$2.68	\$3.42	2	\$19.46	\$9.73	\$3.05

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>	Signature	_____
Printed Name	<u>Craig Barker</u>	Printed Name	_____
Date	<u>12/14/2020</u>	Date	_____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.34	\$1.71	2	\$6.10
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		6.10

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	2

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p> <p>Customer's Signature _____ Date _____</p>

OUTDOOR LIGHTING SERVICE AGREEMENT

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

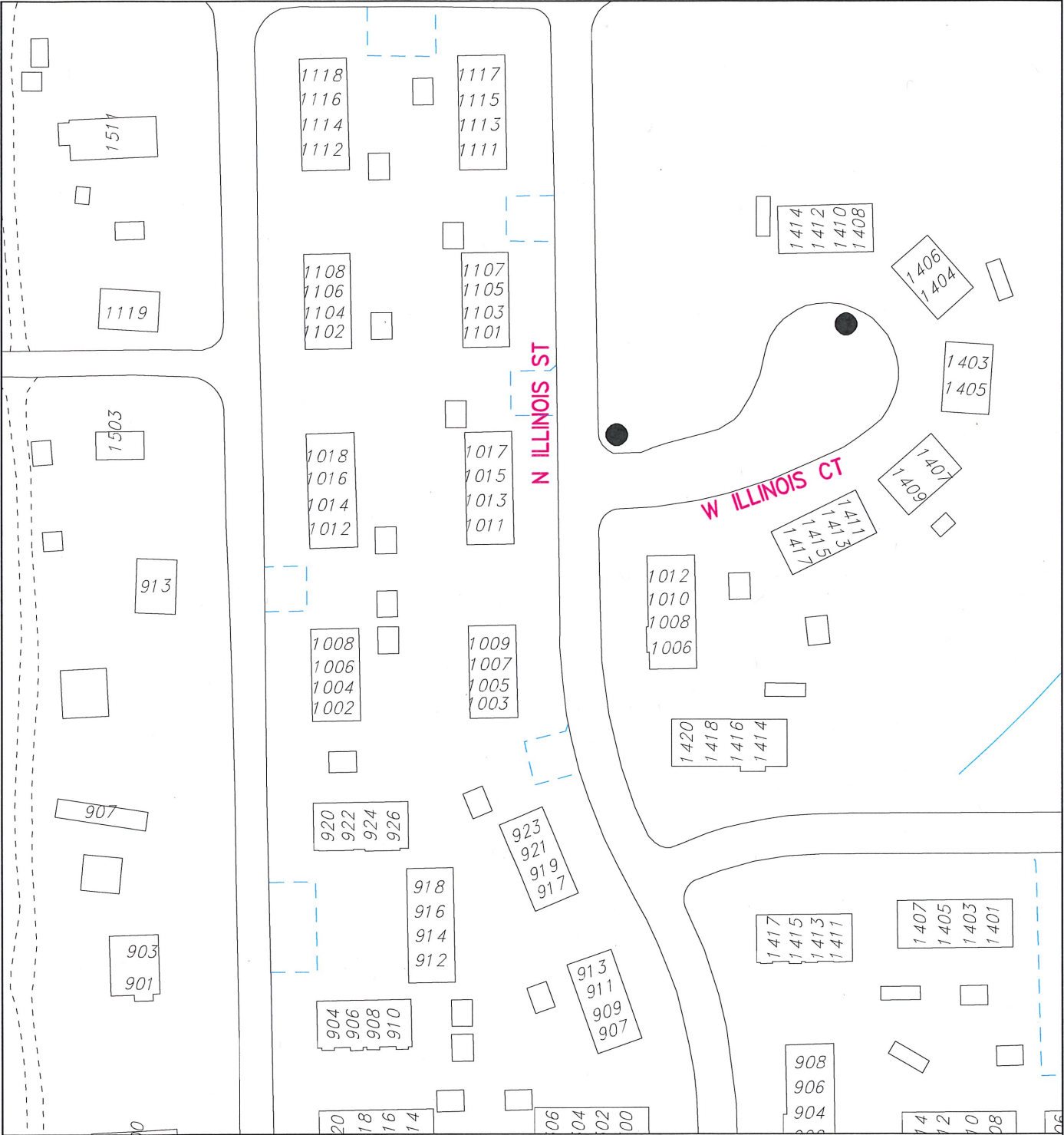
SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
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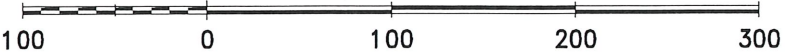
OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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By: smithc
20 Nov 20



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP:
 USP:
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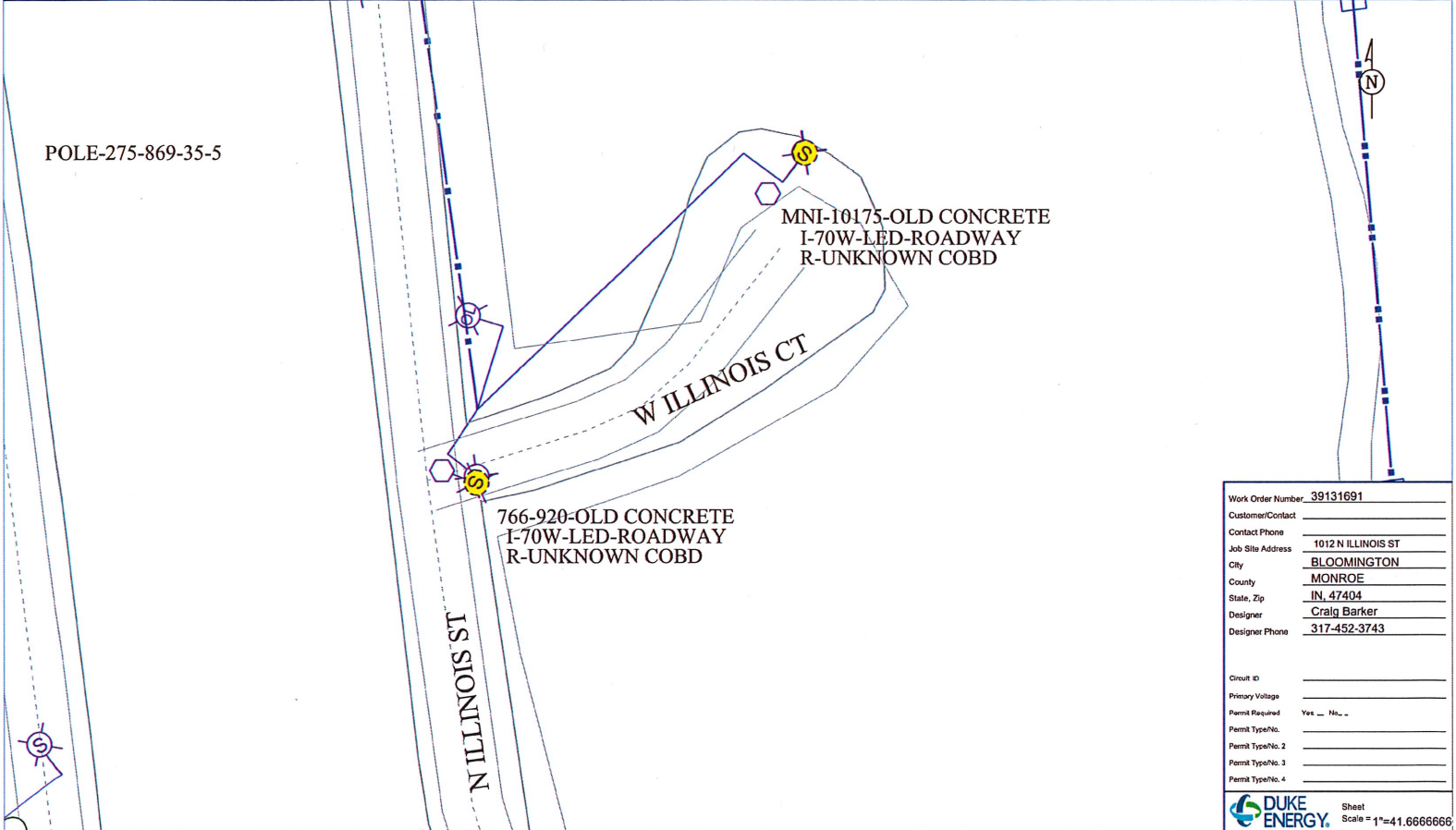


Safety Reminders / Adverse Conditions
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Work Zone General Comments: Double click to e

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



Work Order Number	39131691
Customer/Contact	
Contact Phone	
Job Site Address	1012 N ILLINOIS ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

Google Maps 1011 N Illinois St



Image capture: May 2019 © 2020 Google

Bloomington, Indiana



Street View



Google Maps 1409 W Illinois Ct



Image capture: Sep 2013 © 2020 Google

Bloomington, Indiana



Street View





Board of Public Works Staff Report

Project/Event: Renew Agreement for Concrete Services
Petitioner/Representative: Street Division
Staff Representative: Joe VanDeventer
Meeting Date: January 19, 2021

On February 5, 2019, the Board approved an agreement between the City of Bloomington Public Works Department and Groomer Construction, Inc. for concrete construction, maintenance, and repair services. As stated under Article 25 of the agreement, it can be renewed for two additional one-year terms.

Groomer Construction, Inc. and the Public Works Department wish to renew this agreement as the terms and conditions will remain the same for 2021.

Groomer Construction, Inc.

Cost per foot for 6" beveled curb	\$ 56.50
Cost per foot for 5' 6" monolithic sidewalk	\$ 65.50
Cost per foot for standard 5' sidewalk	\$ 60.00
Cost per foot for ADA compliant curb ramps	\$ 75.50

Staff recommends to renewing this agreement with Groomer Construction, Inc. for the 2021 construction season.

Recommend **Approval by Joe Van Deventer**

Groomer Construction, Inc.
Richard Groomer
6535 W. Ison Rd.
Bloomington, Indiana 47403
Ph# 812-825-2758, Fax# 812-825-2758
e-mail: groomconst2758@yahoo.com

Date: December 9th, 2020

To: City of Bloomington
Public Works Dept
401 N. Morton St
Bloomington, Indiana 47404

This letter is in concern with RFQ #2019 -PW-Concrete Services for 2021. All prices quoted for 2019 will remain the same for 2021.

Thank You,
Groomer Construction Inc
Richard Groomer/ President
6535 w Ison Rd
Bloomington, Indiana 47403
812-825-2758
E-Mail: groomconst2758@yahoo.com

**2021 AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
GROOMER CONSTRUCTION, INC.**

This Agreement, entered into on this 19th day of January, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Groomer Construction, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall provide concrete construction, maintenance and repair services during the summer months of 2021. The Contractor shall furnish all necessary labor and material. These services will be performed at a set price of: Fifty-Six Dollars and Fifty Cents (\$56.50) per foot for 6” beveled curb; Sixty-Five Dollars and Fifty Cents (\$65.50) per foot for 5’ 6” monolithic sidewalk; Sixty Dollars (\$60.00) per foot for standard 5’ sidewalk; and Seventy-Five Dollars and Fifty Cents (\$75.50) per foot for ADA compliant curb ramps (ADA plates to be supplied by the City). Contractor shall inform the Department contact listed in Article 22 of this Agreement when invoiced contract service work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 4 of this Agreement. 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 31st, 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 Joe VanDeventer, 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.

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Contractor shall submit invoice(s) to the Department upon completion of the Services described in Article 1. The invoice(s) shall be sent to: Joe VanDeventer, Director, Street Operations, 1981 S. Henderson St., Bloomington, Indiana 47401. 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 an invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer

taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

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

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated

in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If 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. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Street Division, Attn: Joe VanDeventer, 1981 S. Henderson St., Bloomington, Indiana 47401.

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

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

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

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

Article 25: Renewal This Agreement may be renewed for two 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

Groomer Construction, Inc.

Philippa M. Guthrie, Corporation Counsel

Richard Groomer, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Palazzo, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

Groomer Construction, Inc.

By: _____
Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

_____ My Commission Expires: _____
Notary Public's Signature

My Commission Number: _____

_____ County of Residence: _____
Printed Name of Notary Public



Board of Public Works Staff Report

Project/Event: Renewal #2 of Street Department Pavement Markings Contract with Airmarking Company, Inc.

Petitioner/Representative: Department of Public Works

Staff Representative: Joe Van Deventer

Meeting Date: January 19, 2021

The 2019 Pavement Marking Agreement allows for 2 renewals. Airmarking Company, Inc., submitted a letter indicating their desire to renew this Agreement for 2021 pavement markings.

Staff recommends approval of this Renewal #2 with Airmarking Company, Inc.

Recommendation: Approval by Joe Van Deventer



1544 NORTH STATE ROAD 25 • P.O. BOX 526 • ROCHESTER, INDIANA 46975 • TELEPHONE (574) 223-5817 • FAX (574) 223-7959

Wednesday, January 13, 2021

Bloomington Board of Public Works:

We have accepted to carryover the 2019 pavement marking prices for the work to do in 2021.

Thank you-

A handwritten signature in black ink, appearing to read "Greg Lowe". The signature is written in a cursive, flowing style.

Greg Lowe
President



1544 NORTH STATE ROAD 25 • P.O. BOX 526 • ROCHESTER, INDIANA 46975 • TELEPHONE (574) 223-5817 • FAX (574) 223-7959

PROPOSAL

TO: DATE: 01/13/2021
 ATTN: RE: City of Bloomington_Pavement Marking Services

We propose to furnish all materials and labor needed to apply items listed below, in accordance with specifications, drawings, and description, provided we are notified of the acceptance of this proposal within 30 days

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
1	LINE, FAST DRY PAINT, SOLID, WHITE, 4"	290,000	LFT	\$0.12	\$34,800.00
2	LINE, FAST DRY PAINT, SOLID, YELLOW, 4"	35,000	LFT	\$0.12	\$4,200.00
3	LINE, FAST DRY PAINT, DOUBLE, YELLOW, 4"	300,000	LFT	\$0.22	\$66,000.00
4	LINE, FAST DRY PAINT, SKIP, YELLOW, 4"	10,000	LFT	\$0.14	\$1,400.00
5	LINE, FAST DRY PAINT, SKIP, WHITE, 4"	20,000	LFT	\$0.14	\$2,800.00
6	LINE, FAST DRY PAINT, WHITE, BIKE LANE, 6"	90,000	LFT	\$0.15	\$13,500.00
8	24" LIQUID THERMOPLASTIC AT 10 STREET INTERSECTIONS	3,952	LFT	\$6.50	\$25,688.00

THE FOLLOWING NOTES APPLY TO ALL JOBS QUOTED BY THE AIRMARKING COMPANY, INC.

NOTES:

- All quotes are bid as a moving operation (any lane closure or traffic control will be done by others specifically for multi-component markings).
- All pavement markings and snowplowable raised pavement markers bid as package, subject to price change if package is split up. Call for more information.
- Price for all performed plastic DO NOT include removal of curing compound.
- All surface preparation and cleaning to be done by others.
- Prime contractors will assume all WARRANTY responsibility for thermoplastic, cold plastic (performed plastic), snowplowable raised pavement markers and multi-component installed between Nov. 1 and April 1.
- All permanent prices are based on ONE move in unless otherwise noted.
- ALL PERMANENT THERMOPLASTIC PRICES ARE BASED ON HOT THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- Removal included ONLY when shown as a bid item, unless otherwise noted.
- Maintenance for any material applied per instructions of the PRIME contractor, but in violation of I.N.D.O.T specs, shall be responsibility of the PRIME CONTRACTOR.
- All bid items containing the word 'paint' shall be either Indiana spec., fast dry or latex as specified in the contract. No quotes are given for polyester paint unless indicated.
- Performed plastics prices are not based on high performance or high durability, retro-reflective inlaid markings, unless specified as such.
- This quotation does not include furnishing a performance bond.
- The Airmarking Co., Inc., reserves the right of not honoring this quotation if a contract or purchase order is not received within 90 calendar days from the date quoted.

ACCEPTANCE

THE AIRMARKING COMPANY, INC. ROCHESTER, INDIANA

Gentlemen:

We accept your proposal and upon completion of the work as described, we agree to pay the amount stipulated above.

OWNER: _____

BY: _____ TITLE: _____

DATE: _____

RENEWAL #2 TO AGREEMENT FOR PAVEMENT MARKING SERVICES
Between the
CITY OF BLOOMINGTON
And
AIRMARKING COMPANY, INC.

On July 9, 2019, the Board of Public Works awarded the Agreement for the provision of pavement marking services for the summer of 2019 to Airmarking Company, Inc., as the lowest responsive and responsible quoter. This Renewal #2 supplements that Agreement for Pavement Marking Services Agreement with Airmarking Company, Inc. as follows:

1. **ARTICLE 1. TERM** states that the Agreement may be renewed up to two (2) for additional one (1) year terms for the work to be conducted in the fall and spring of 2020 and 2021, provided the Contractor gives written notice to the City on or before March 31, 2020, and March 31, 2021, respectfully, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.
2. Airmarking Company, Inc, provided notice to the City on January 13, 2021 of its wish to renew this Agreement.
3. The City also wishes to renew this Agreement for 2021 pavement marking services.
4. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

By: _____
Dana Palazzo, President
Board of Public Works

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

AIRMARKING COMPANY, INC.

By: _____
Greg Lowe, President

Date: _____

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/15/2021	Payroll				445,817.39
					<u>445,817.39</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 445,817.39

Dated this 19th day of January year of 2021.

Dana Palazzo President

Beth H. Hollingsworth Vice President

Kyla Cox Deckard Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Request to use Public Right-Of-Way for Placement of Dumpster at 210 East Kirkwood Ave by Mattingly Construction Company

Petitioner/Representative: Mattingly Construction Company /Mike Mitchell

Staff Representative: Mike Stewart, Planning Technician

Date: 1/19/2021

Report: Mattingly Construction Company is requesting permission to use the right-of-way on the south side of E Kirkwood Ave, East of South Washington Street to place a dumpster container. Mattingly Construction will be doing interior renovation for the building of a new Orangetheory Fitness in front of 210 E Kirkwood Ave. Mattingly Construction would like to place a dumpster container in 1 metered parking space during the renovation and would pay for the meter no less than 24 hours in advance of placing the dumpster. The meter would be in use from January 21st to March 23rd, 2021.

Recommendation and Supporting Justification: Staff recommends that the Board approve this use of the right-of-way

Recommend Approval Denial by Mike Stewart

GENERAL CONTRACTORS



CONSTRUCTION MANAGERS

January 12, 2021

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

Re: 210 E. Kirkwood Ave. shut down of parking meter/space

Dear Board Members:

Mattingly Construction Company is performing a tenant buildout construction project for Orange Theory Fitness and we are requesting the shutdown of a parking space and meter to be able to place a 30 yard roll off dumpster. Unfortunately, there is no other location available to place the dumpster for construction debris. We will place orange safety cones at the street side & sidewalk side corners of the dumpster. We would need the closure of the parking space from January 21st until March 23rd.

This closure would involve parking zone meter #76106 which is located along the south side of Kirkwood Ave. between N. Washington St. & N. Lincoln St. We have also included a map showing site location, as there is no site plan for this project due to only being an interior tenant improvement project.

Thank you for your consideration.

Sincerely,

Mike Mitchell
Project Manager
Mattingly Construction
mike@mattinglygc.com

10150 Lantern Rd., Ste. 250
Fishers, IN 46037
Phone: 317-577-8800; Fax: 317-663-2768
www.mattinglygc.com



City of Bloomington
Parking Enforcement Department

DOWNTOWN - PODS, DUMPSTERS AND MOVING TRUCK APPLICATION

Permit # _____

Ordinance 15.32.090

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

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

Email this form to the following email address: **customer.service@bloomington.in.gov**. A customer service representative will call for credit card information once your permit request(s) is approved for processing. Please allow 7-10 business days to be processed.

Or, submit this form using regular mail and sending a check/money order made out to, "City of Bloomington" to the following address: **Downtown Dumpster/Pods/Moving Trucks Parking Permits | PO Box 100 | Bloomington, IN 47402**. Please allow 14 business days to be processed.

Please DO NOT include credit card information with your submission

If request is over 14 days, this application must be approved by the Board of Public Works.

Name: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Location: _____ Number of Spaces: _____

Downtown Meter Space Number(s) _____

Nature of Request: _____ Dates requested: _____

Start time: _____ a.m./p.m. End time: _____ a.m./p.m.

For Use By City Officials Only

Administration Fee	\$10.00
Permit Fee(s)	
Total Due	

DECLARATION

The applicant certifies and agrees to the following:

- I am authorized to make this application.
- I have read this application and attest that the information which has been furnished is correct.
- If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation.
- I agree to comply with all City of Bloomington Ordinances, permit conditions and State Statutes.
- I will abide by all City of Bloomington inspections and conditions of approval.
- I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times.
- I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit.

- I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards. 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 Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.
- If a pod, dumpsters or moving truck is not moved within the time frame specified on this form, additional charges will apply.

Signature:

Date:

401 N. Morton St. Bloomington, IN 47402

Phone: (812) 349-3436 Fax (812) 349-3574

bloomington.in.gov/parking
email: customer.service@bloomington.in.gov



City of Bloomington

210 E Kirkwood

Produced: 1/13/2021

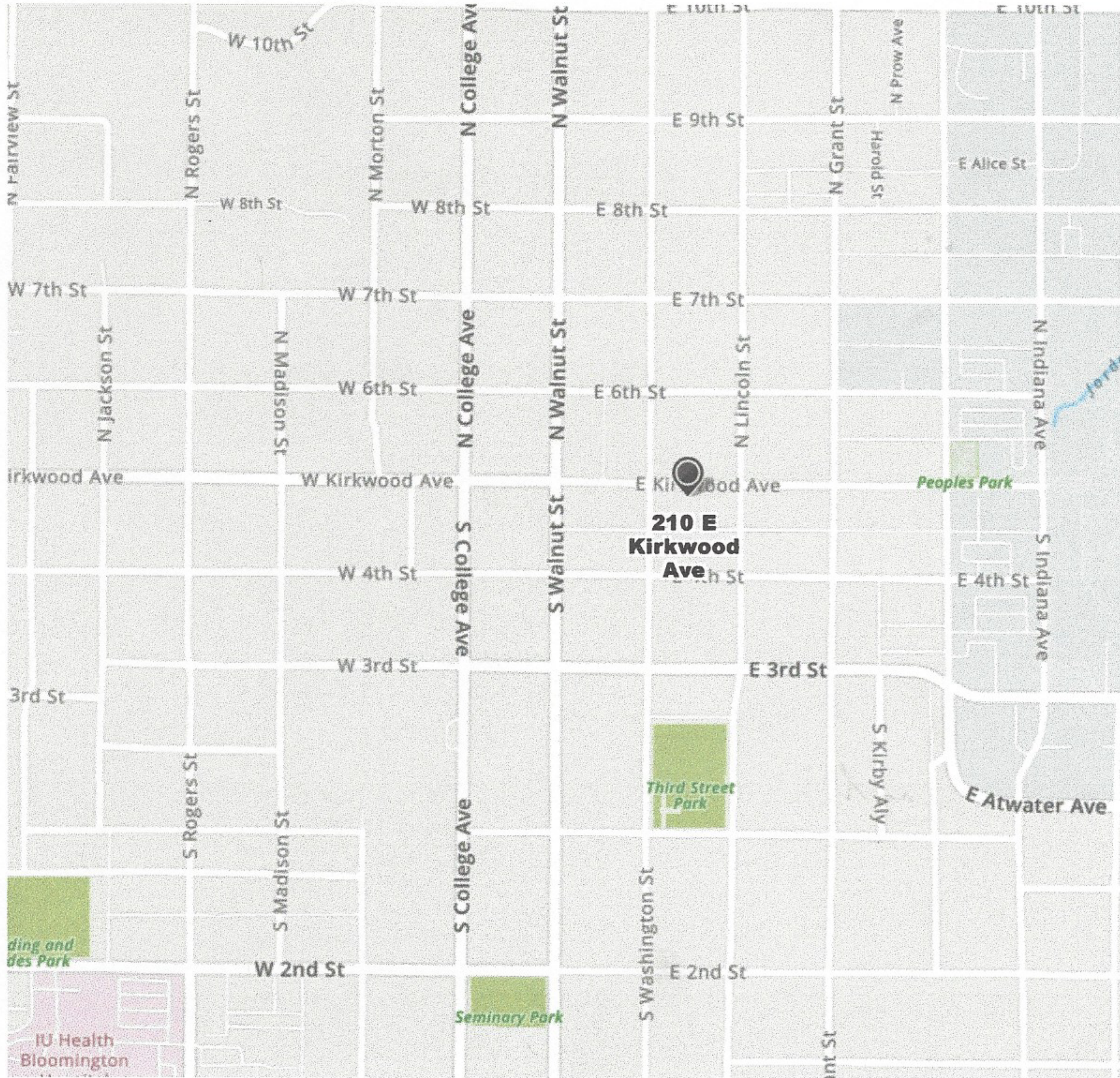


0.5

Author:

210 E Kirkwood Ave

Bloomington | IN 47408-3551





Board of Public Works Staff Report

Project/Event: Request Weddle Brothers Building Group, LLC
Staff Representative: Paul Kehrberg
Petitioner/Representative: David Petterson
Date: January 19th, 2021

Report: Weddle Brothers Building Group, LLC is requesting to extend the currently approved full street closure on East 11th Street from North Forrest Avenue to North Walnut Grove Avenue. They are constructing a parking garage and office building for Indiana University. The current approval expires January 29th, and they are requesting an extension until February 26th, 2021. This allow use of the right of way for crane placement and construction.

Weddle Brothers has supplied maintenance of traffic plans for the closure. All of the surrounding property is owned by Indiana University.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Weddle Brothers Building Group, LLC for the full closure extension on E 11th St.

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

Paul Kehrberg



WEDDLE BROS. BUILDING GROUP, LLC

A Weddle Bros. Construction Company

100% Employee Owned

Friday, January 8th, 2021

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

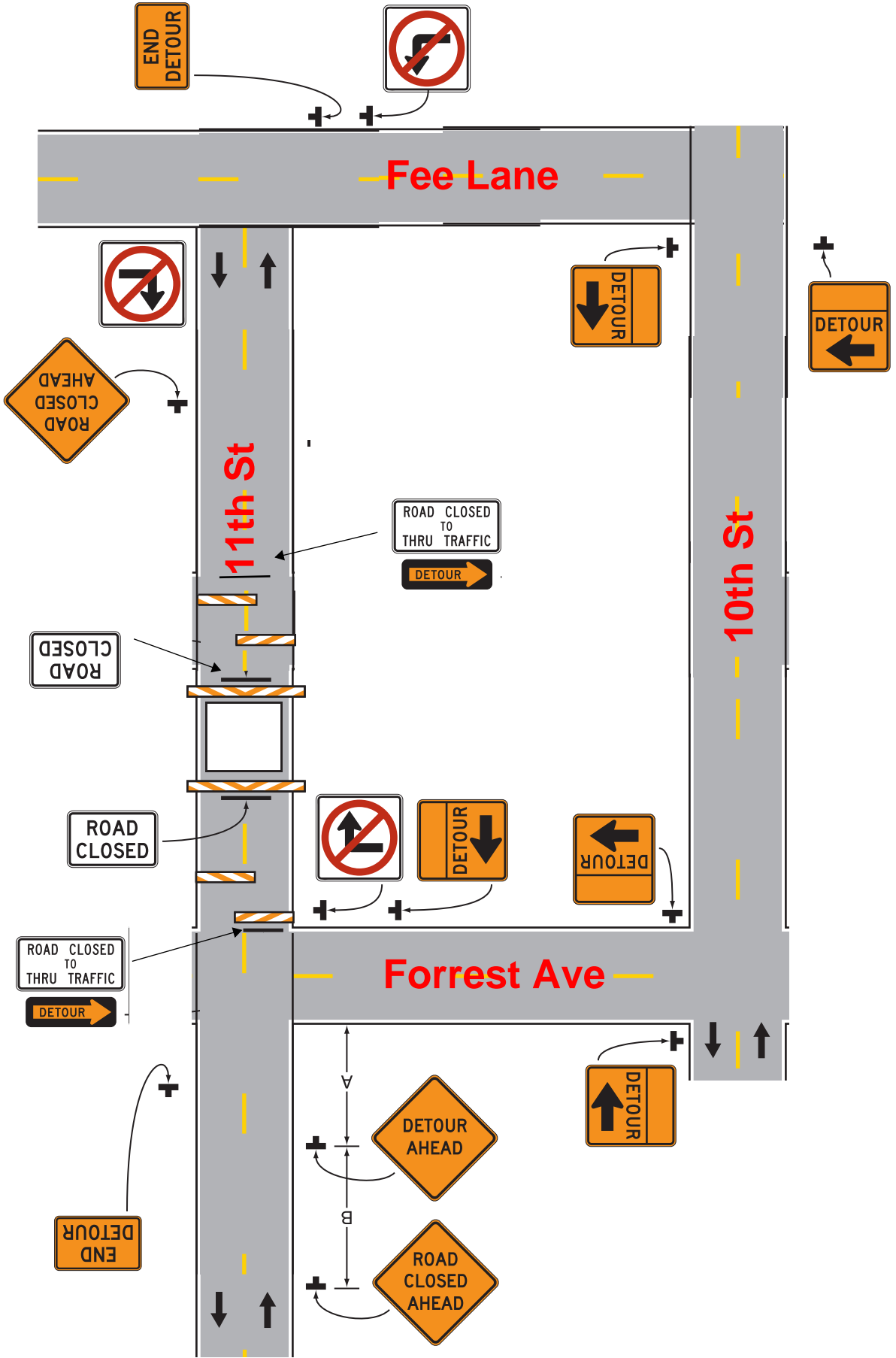
Dear Board Members,

In association with the 11th 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 11th St. Weddle Bros. Build Group is respectfully requesting a temporary road closure of 11th 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 January 29th, 2021 through February 26th.

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 11th Street closure referenced above from January 29th, 2021 through February 26th.

Sincerely,
Weddle Bros. Building Group, LLC

Michael A. Hemmerling, LEED® AP BD+C
Vice President






CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3423
Fax: (812) 349-3520
Email: planning@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 1026 E 11th St.

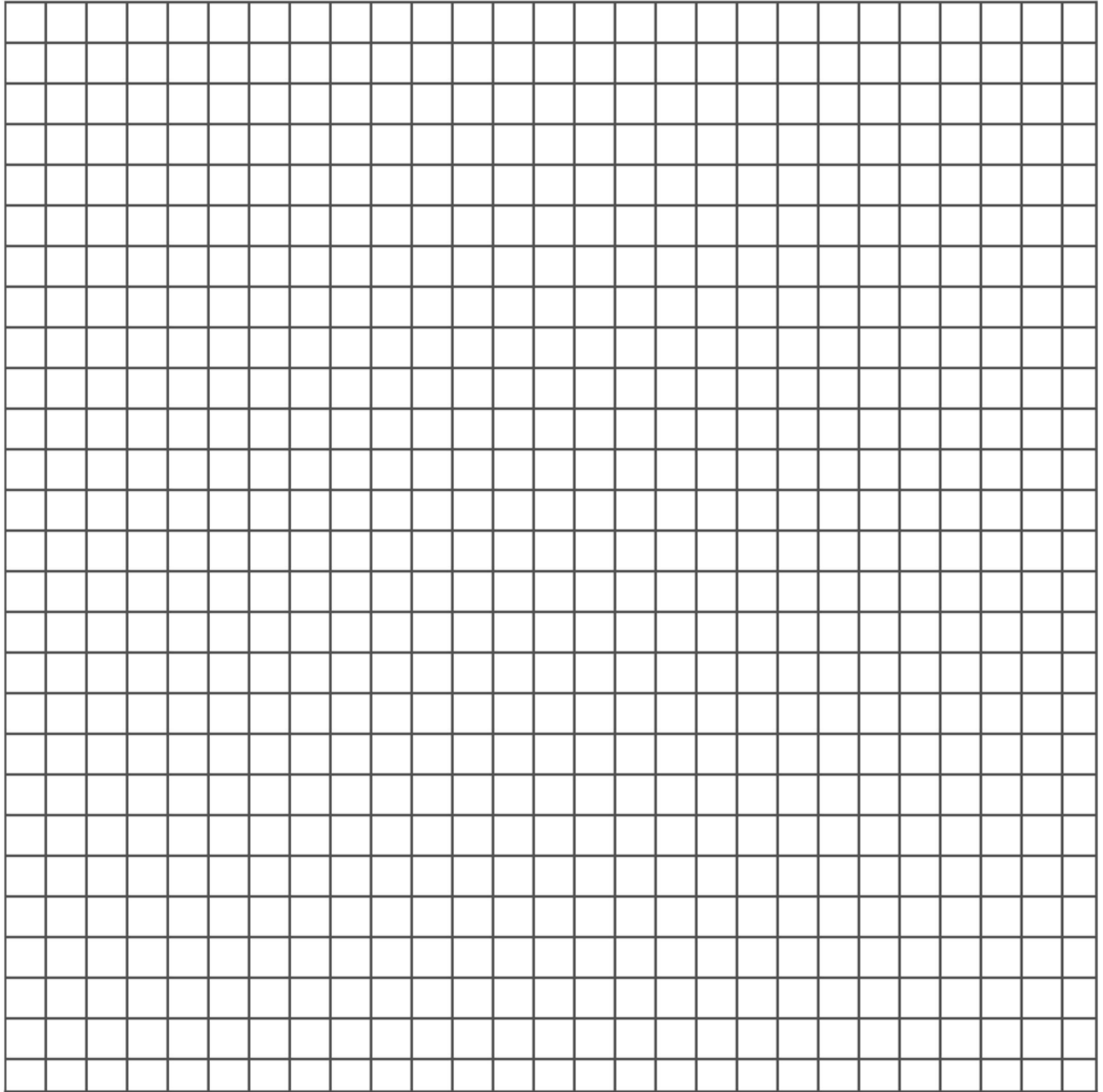
A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>David Peterson</u> E-MAIL: <u>Dpeterson@weddlebros.com</u> COMPANY: <u>Weddle Bros. Construction Company</u> ADDRESS: <u>2182 W. Industrial Park Drive</u> CITY, STATE, ZIP: <u>Bloomington, IN, 47404</u> 24-HR EMERGENCY CONTACT NAME: <u>Rick Throckmorton</u> 24-HR CONTACT PHONE #: <u>812-340-2919</u> INSURANCE #*: _____ COMPANY: _____ BOND #*: _____ COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD <input checked="" type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input checked="" type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Utility Work</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input checked="" type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>IU 11th St Parking Garage</u> PROJECT #: <u>20165057</u> PROJECT MGR.: <u>Becky Anslinger</u> PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME <u>11th St</u> 1ST INTERSECTING STREET NAME: <u>N Walnut Grove</u> 2ND INTERSECTING STREET NAME: <u>N Forrest Ave</u> <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: <u>1/29/21</u> END DATE: <u>2/26/21</u> # OF DAYS*: <u>28</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>150 SQFT</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>75 SQFT</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>12:00</u> AM - <u>11:59</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	 <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small>
H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>David Peterson</u> SIGNATURE: <u>[Signature]</u> DATE: <u>1/8/21</u>	

For Administration Use Only (applicable to CLOSURE approval)

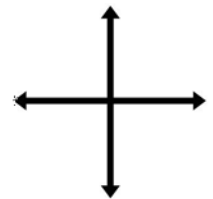
Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

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- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a ***TOTAL ROAD CLOSURE***, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a ***SIDEWALK, BIKE LANE OR LANE CLOSURE***, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3423.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
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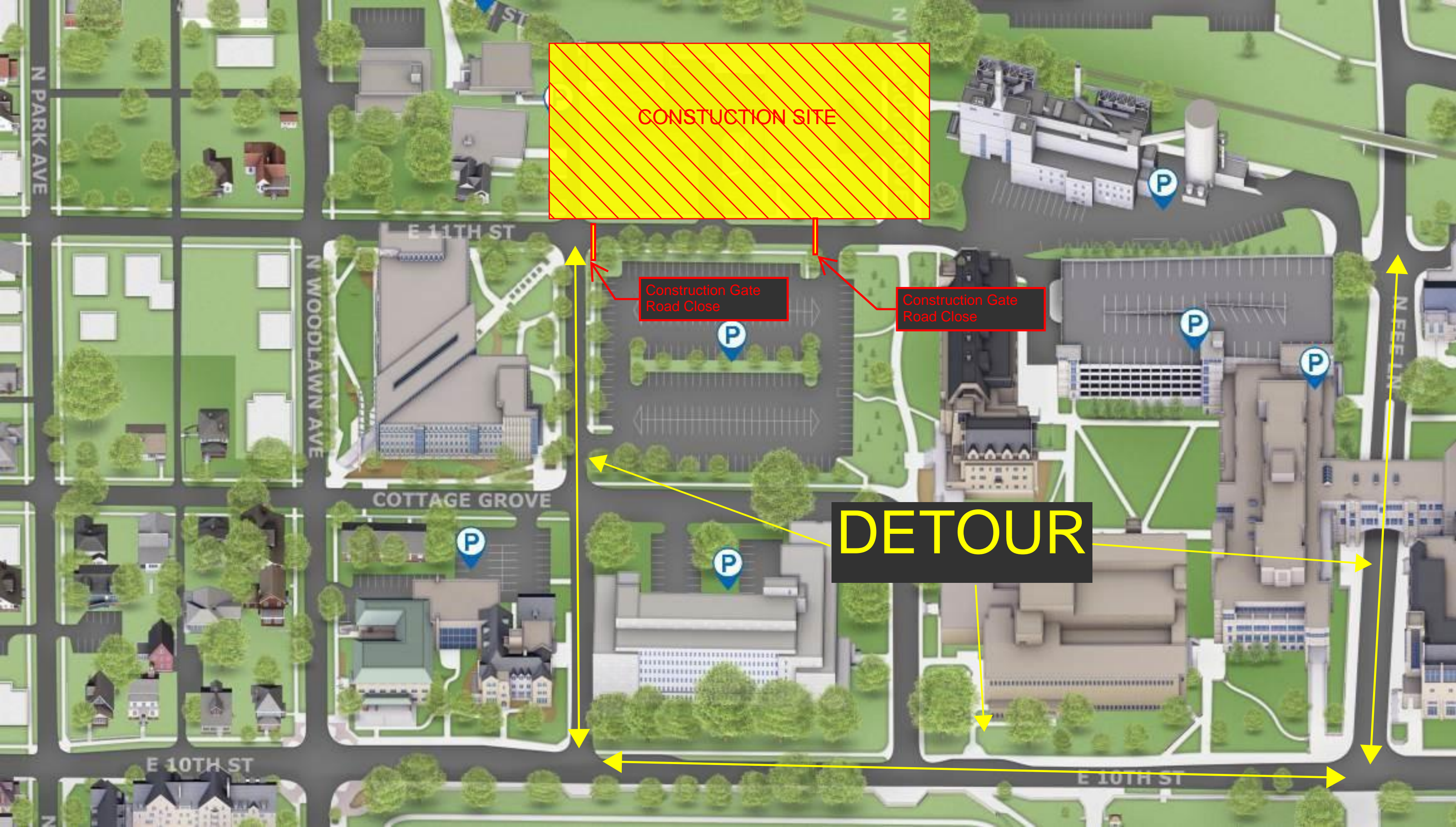


NOTES/ADDITIONAL INFORMATION/LEGEND:



Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm



CONSTRUCTION SITE

Construction Gate
Road Close

Construction Gate
Road Close

DETOUR



Board of Public Works Staff Report

Project/Event: Request from Gilliatte General Contractors, Inc. for right of way use

Staff Representative: Paul Kehrberg

Petitioner/Representative: Tom Ritman, Gilliatte General Contractors, Inc.

Date: January 19th, 2021

Report: Gilliatte General Contractors, Inc. is currently building a new apartment building, The Bentley, at the southeast corner of N College Ave and W 11th St. 650 N College Ave. As part of the construction, they are requesting use of the right of way for various tasks.

They are requesting the following:

- Close the eastern travel lanes and parking along both sides N. College Ave. from W. 10th St. to W. 11th St. from January 27, 2021 to February 5, 2021. Traffic will be shifted to the west side of College for water and sewer work to take place.
- Close the east/west alley directly south of and adjacent to the construction site from January 20, 2021 to August 10, 2021. This will allow for construction and staging.
- Close the sidewalk and parking area along the east side of N. College Ave. adjacent to the construction site to install a pedestrian walk around from March 22, 2021 to June 18, 2021.
- Shift the eastbound travel lane of W. 11th St. adjacent to the construction site to install a pedestrian walk around from June 21, 2021 to August 10, 2021.

Gilliatte has supplied maintenance of traffic plans for each phase of construction. They have also sent notices to property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Gilliatte General Contractors, Inc. for the lane, sidewalk, and alley closures.

Recommend Approval Denial by

Paul Kehrberg



01/08/2021

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

RE: The Bentley project lane closures

Dear Board Members,

Gilliatte General Contractors has started construction of a new building at 650 North College Ave called The Bentley. To facilitate this project, we are respectfully requesting temporary lane and sidewalk closures be made on College Ave between 11th street and 10th street and also along 11th street between College Ave and the alley that is just east of the project site. Please review the attached drawings showing the areas to be closed with the proposed dates written in the comments.

We would also like to respectfully request closure of the alley way that is directly south of the project location (also seen on the attached drawings). We are requesting this closure to be for the duration of the project to facilitate more space for storage, trailers, and space for construction activities. The adjacent property to be affected by this closure is owned by the same entity and they have no issues with the closure of this alley. The alley is proposed to be closed as soon as possible and to be through 08/10/2021.

Kind regards,

Tom J. Ritman
CEO, Gilliatte General Contractors




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3423
Fax: (812) 349-3520
Email: planning@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 650 N. College Ave

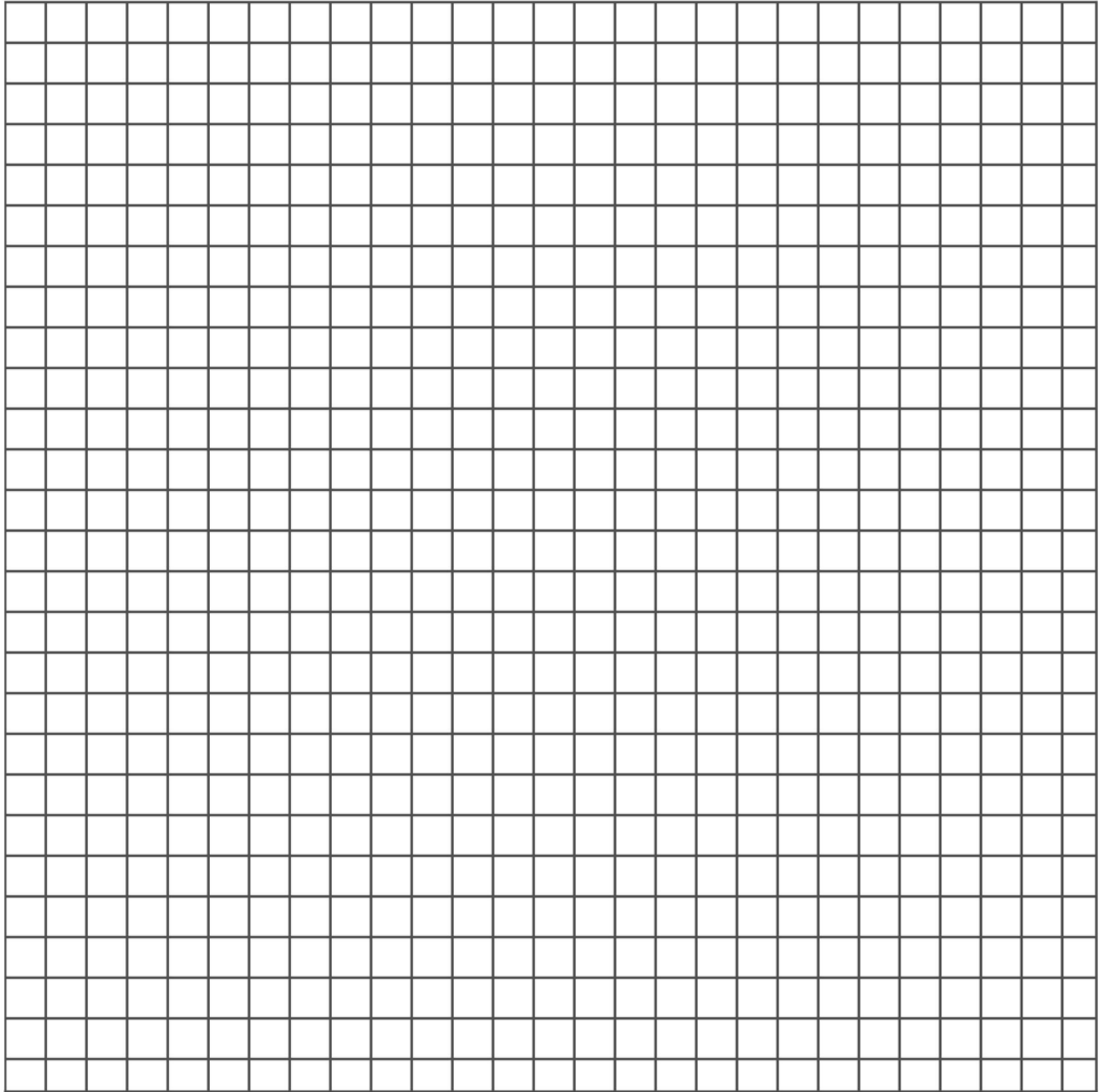
A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Tom Ritman</u>		<input checked="" type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD
E-MAIL: <u>TRitman@gilliatte.com</u>		<input checked="" type="checkbox"/> LIGHTED BARRELS	<input type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>Gilliatte General Contractors</u>		<input type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER
ADDRESS: <u>2515 Bloyd Ave</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Indianapolis, IN 46218</u>		E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
24-HR EMERGENCY CONTACT NAME: <u>Tom Ritman</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
24-HR CONTACT PHONE #: <u>Tom Ritman</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
INSURANCE #*: _____ COMPANY: _____		PROJECT NAME: <u>The Bentley</u>	
BOND #*: <u>IN5428913</u> COMPANY: <u>Merchants</u>		PROJECT #:	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.:	
SUBCONTRACTOR INFORMATION		PROJECT MGR. #:	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: <u>Gilliatte General Contractors</u>		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS: <u>See ROW estimate quantities</u>	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN):		SQ FT OF PAVEMENT* EXCAVATIONS: _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: <u>College Ave</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>11th Street</u>		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: <u>10th Street</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> VARIES		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>Varies</u> END DATE: <u>Varies</u> # OF DAYS*: <u>Varies</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: <u>11th Street</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: <u>College Ave</u>		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: <u>Walnut Ave</u>		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: <u>06/21</u> END DATE: <u>08/10</u> # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: _____	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: _____	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: _____	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

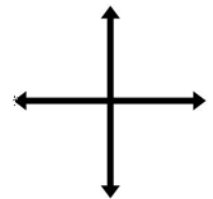
Approved By: _____ BPW City Engineer Director Date: _____

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NOTES/ADDITIONAL INFORMATION/LEGEND:



Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm

BENTLEY
 650 N. COLLEGE
 ROW WORK ESTIMATE

DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION
11TH. ST.				
DEMOLITION	LS	1	\$ 1,500.00	\$ 1,500.00
CURBS	LIN FT.	140	\$ 27.00	\$ 3,780.00
4" CONC. SIDEWALKS	SQ. FT.	840	\$ 5.00	\$ 4,200.00
HANDI CAP RAMPS	EACH	1	\$ 750.00	\$ 750.00
ASPHALT PATCH	EACH	1	\$ 2,500.00	\$ 2,500.00
ROW PAVEMENT ALLY AND 11TH. ST.				
CONC PAVING	SQ. FT.	189	\$ 5.50	\$ 1,039.50
CURBS	LIN FT.	14	\$ 27.00	\$ 378.00
ASPHALT PATCH	EACH	1	\$ 500.00	\$ 500.00
EAST ALLEY				
ASPHALT RESURFACE	SQ. YD.	171	\$ 50.00	\$ 8,550.00
SOUTH ALLEY				
CONCRETE PAVING	SQ. FT.	289	\$ 5.50	\$ 1,589.50
CURBS	LIN FT.	34	\$ 27.00	\$ 918.00
ASPHALT RESURFACE	SQ. YD.	176	\$ 50.00	\$ 8,800.00
COLLEGE AVE.				
SIDEWALK	SQ. FT.	792	\$ 5.00	\$ 3,960.00
CURBS	LIN. FT.	27	\$ 27.00	\$ 729.00
BIKE PARKING	SQ. FT.	96	\$ 5.00	\$ 480.00
ASPHALT PATCH	EACH	1	\$ 1,000.00	\$ 1,000.00
TREES	EACH	3	\$ 500.00	\$ 1,500.00
SEED AND STRAW	SQ. FT.	1584	\$ 0.12	\$ 190.08
WATER LINE				
ASPHALT PATCH	SQ. YD.	4	\$ 50.00	200
SANITARY LINE				
ASPHALT PATCH	SQ. YD.	8	\$ 50.00	\$ 400.00
STORM LINE				
ASPHALT PATCH	SQ. YD.	160	\$ 50.00	\$ 8,000.00
CURB	LIN. FT	470	\$ 27.00	\$ 12,690.00
TOTAL ESTIMATED COST OF ROW WORK CITYSIDE				\$ 63,654.08

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: The Bentley

ADDRESS: 650 N. College Ave. Bloomington, IN 47401

PROJECT SCHEDULE: November 9, 2020 – August 10, 2021

WORK WITHIN PUBLIC RIGHTS-OF-WAY:

- Closure of the alley to the South of the project 01/20/21 - 08/10/21
- Closure of College Ave tentative dates:
 - o Three eastmost lanes closed 01/25/21 – 01/26/21 for utility work. All traffic to be pushed into westmost parking lane.
 - o Eastmost parking lane and sidewalk closed 01/27/21 – 02/05/21 for utility work.
 - o Eastmost parking lane and sidewalk closed 03/22/21 – 06/18/21 for exterior building work.
- Closure of 11th Street tentative dates:
 - o Southmost driving lane and sidewalk closed 06/21/21 – 08/10/21 for exterior building work.

SEE ATTACHED TRAFFIC FLOW PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: January 19, 2021 AT 5:30 PM,

VIRTUAL ZOOM MEETING:

LINK TO MEETING:

<https://bloomington.zoom.us/j/95017294995?pwd=MnpIYTVuUzJPQnVxV0U2MUdhcCtnUT09>

REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION

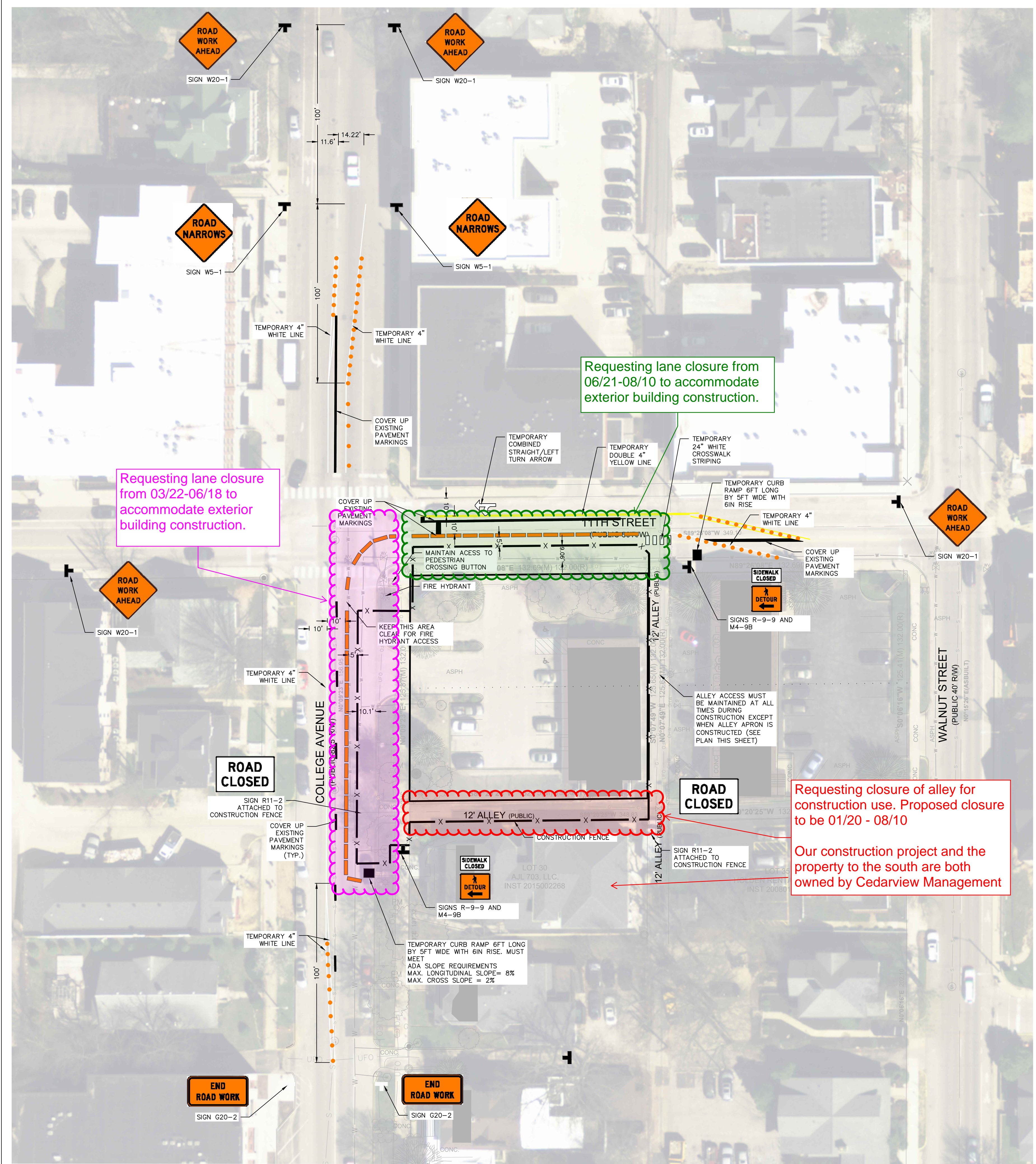
Public comment regarding this request will be accepted at the meeting.

CONTRACTOR:

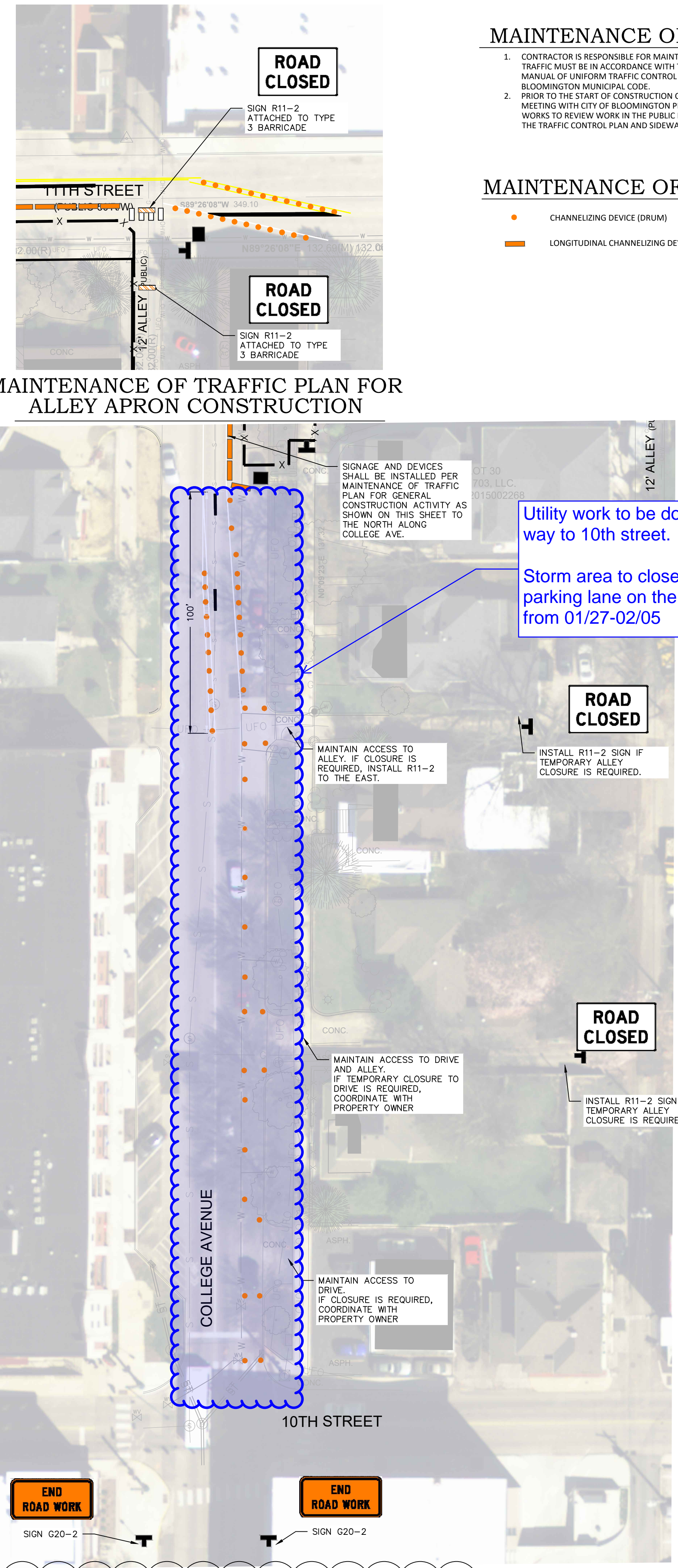
Gilliatte General Contractors
Tom Ritman
Email – tritman@gilliatte.com
Phone: 317-638-3355

DEVELOPER/OWNER:

Bailey 8, LLC
Elliot Lewis
Email – erlewis@aol.com
Phone: 812-339-8777



MAINTENANCE OF TRAFFIC PLAN FOR GENERAL CONSTRUCTION ACTIVITY



MAINTENANCE OF TRAFFIC PLAN FOR STORM INSTALLATION TO 10TH STREET

MAINTENANCE OF TRAFFIC NOTES

- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
- PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE

SMITH DESIGN GROUP
 CIVIL ENGINEERING - LAND SURVEYING
 2155 E Canada Dr Suite 101 Bloomington, IN 47401
 (812) 336-6536 - smithdesign.com

REGISTERED PROFESSIONAL ENGINEER
 NO. PE11600307
 STATE OF INDIANA
Kathleen Steen

10/27/2020

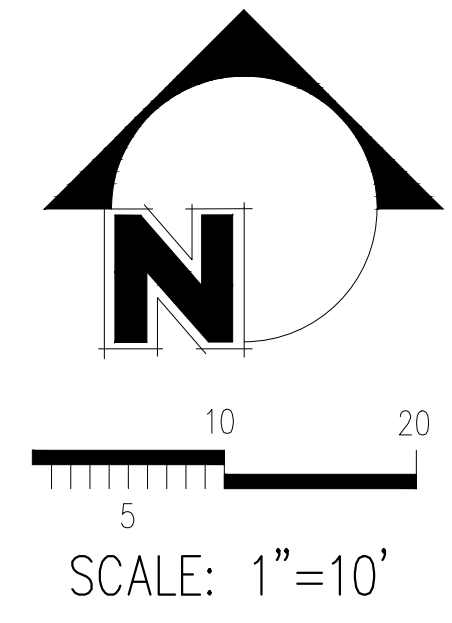
THE BENTLEY
 650 N COLLEGE AVENUE
 BLOOMINGTON, INDIANA

REVISIONS	BY	DATE
PR #1 ADDED MOT FOR STORM INSTALLATION	KES	10-27-20

DRAWN	CHECKED	DATE
KCK	KCK	

JOB NUMBER	5952
SHEET	C207
DATE	10/27/2020

MAINTENANCE OF TRAFFIC PLAN



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MAINTENANCE OF TRAFFIC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. THIS PLAN IS FOR SHORT TERM CONSTRUCTION ACTIVITY DURING THE WORKDAY ONLY. BOTH SOUTHBOUND LANES ON N COLLEGE AVE AND THE PEDESTRIAN ROUTE MUST BE RESTORED AT THE END OF EACH DAY.
3. BOTH LANES MUST BE OPEN DURING HIGH TRAFFIC DAYS AND TIMES. INQUIRE WITH THE CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT TO DETERMINE WHAT TIMES ARE DEEMED "HIGH TRAFFIC". THIS MAY INCLUDE BUT IS NOT LIMITED TO: RUSH HOURS, FOOTBALL GAMES, MOVE IN, ETC.

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE

Smith Brethob & Associates, Inc.
 2755 E. Canada Dr. Suite 101
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 smithbrethob.com



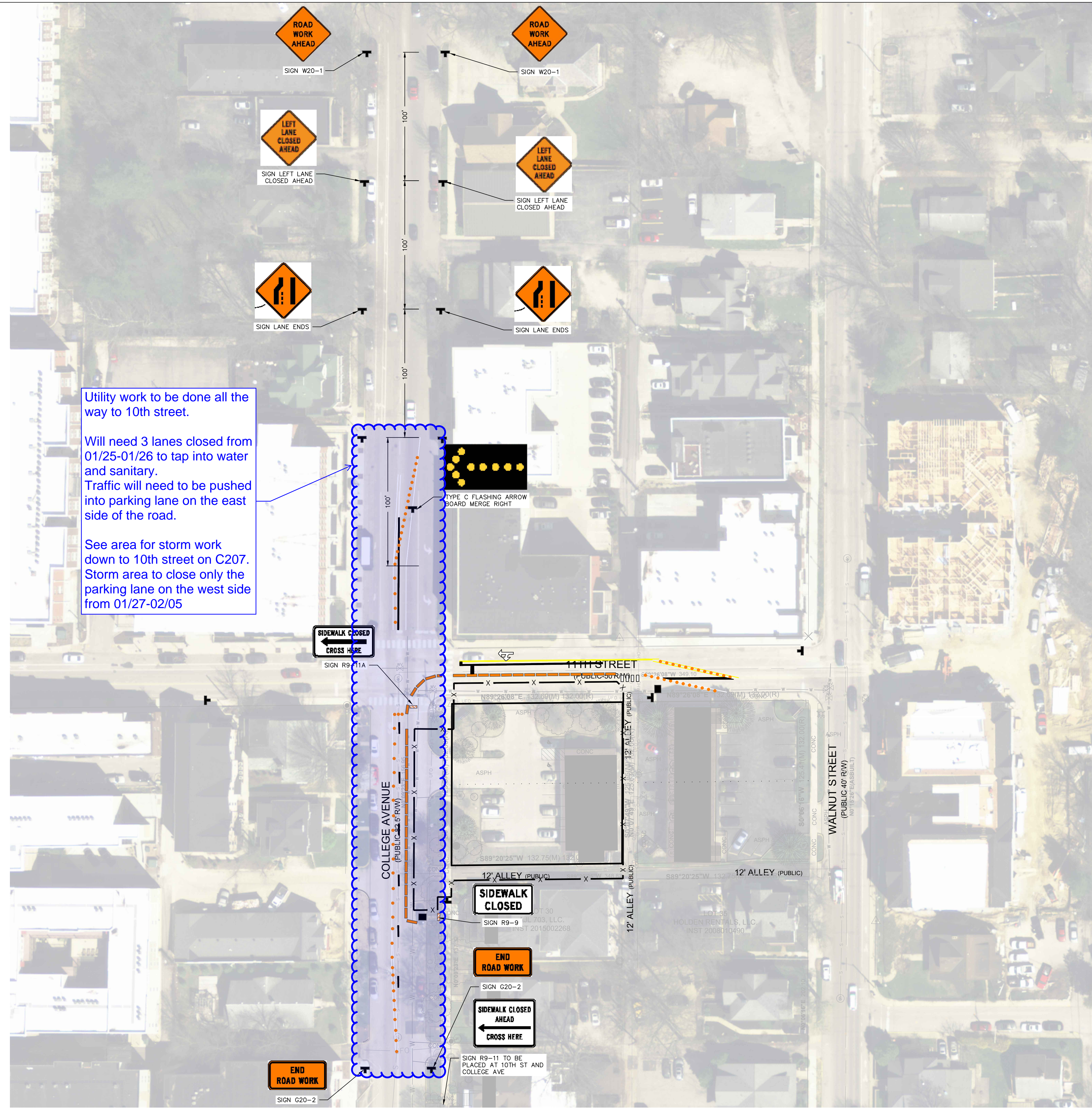
XX/XX/20XX

THE BENTLEY
 650 N COLLEGE AVENUE
 BLOOMINGTON, INDIANA

REVISIONS	BY	DATE

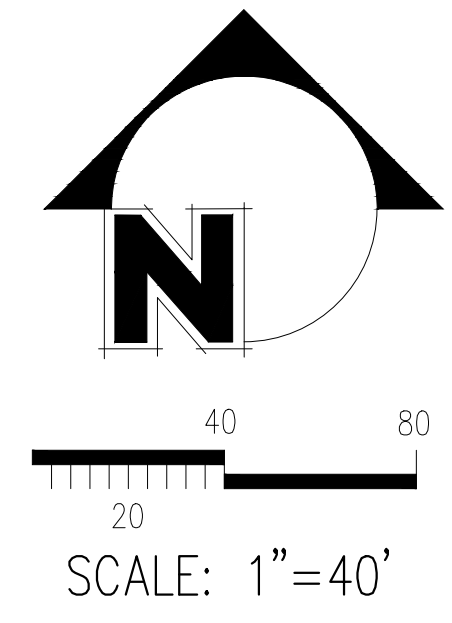
DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

JOB NUMBER	5952
SHEET	C208
DATE	09/11/2020
MAINTENANCE OF TRAFFIC PLAN	



Utility work to be done all the way to 10th street.
 Will need 3 lanes closed from 01/25-01/26 to tap into water and sanitary. Traffic will need to be pushed into parking lane on the east side of the road.
 See area for storm work down to 10th street on C207. Storm area to close only the parking lane on the west side from 01/27-02/05

MAINTENANCE OF TRAFFIC PLAN FOR WORKDAY CONSTRUCTION ACTIVITY REQUIRING A SINGLE LANE CLOSURE



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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article

Jerry Lee Voightschild
 614 N. College Ave.
 Bloomington, IN 47404



9590 9402 4651 8323 7746 95

2. Article Number (Transfer from service label)
 7020 2450 0001 1095 9432

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature X

B. Receive

D. Is delivered if YES,

3. Service Type

Adult Signature Restricted Delivery

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Bloomington, IN 47404

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.70

Total \$7.10

Jerry Lee Voightschild
 614 N. College Ave.
 Bloomington, IN 47404

Postmark Here
 JAN 12 2021
 01/12/2021

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Signature Confirmation Restricted Delivery

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
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SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article

David & Dianna Holdman
 608 N. College Ave.
 Bloomington, IN 47404



9590 9402 4651 8323 7747 01

2. Article Number (Transfer from service label)
 7020 2450 0001 1095 9425

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature X

B. Receive

D. Is delivered if YES,

3. Service Type

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

U.S. Postal Service™
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Bloomington, IN 47404

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.70

Total \$7.10

David & Dianna Holdman
 608 N. College Ave.
 Bloomington, IN 47404

Postmark Here
 JAN 12 2021
 01/12/2021

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Beard Rentals
 5427 E. Lentz Road
 Bloomington, IN 47408



9590 9402 4651 8323 7437 45

2. Article Number (Transfer from service label)
 7020 2450 0001 1095 9418

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature X

B. Receive

D. Is delivered if YES,

3. Service Type

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

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Bloomington, IN 47408

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.70

Total \$7.10

Beard Rentals
 5427 E. Lentz Road
 Bloomington, IN 47408

Postmark Here
 JAN 12 2021
 01/12/2021

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bigo Properties
 115 E. 6th Street
 Bloomington, IN 47408



9590 9402 2331 6225 4693 93

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9494

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature

X

B. Received by

D. Is delivery accepted? If YES, enter

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail

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Bloomington, IN 47408

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.70
Total	\$7.10

Postmark Here

01/12/2021

Bigo Properties
 115 E. 6th Street
 Bloomington, IN 47408

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

631 N. College Ave., LLC
 3732 E. Commodore Trail
 Bloomington, IN 47408



9590 9402 2331 6225 4693 86

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9487

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COMPLETE THIS SECTION

A. Signature

X

B. Received by

D. Is delivery accepted? If YES, enter

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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Bloomington, IN 47408

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.70
Total	\$7.10

Postmark Here

01/12/2021

631 N. College Ave., LLC
 3732 E. Commodore Trail
 Bloomington, IN 47408

PS Form 3811, July 2015 PSN 7530-02-000-9047

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chickering Rentals
 214 N. Rogers Street
 Bloomington, IN 47404



9590 9402 2331 6225 4693 79

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9470

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COMPLETE THIS SECTION

A. Signature

X

B. Received by

D. Is delivery accepted? If YES, enter

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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Bloomington, IN 47404

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.70
Total	\$7.10

Postmark Here

01/12/2021

Chickering Rentals
 214 N. Rogers Street
 Bloomington, IN 47404

PS Form 3811, July 2015 PSN 7530-02-000-9047

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TCVC, LLC
601 N. College Ave., #1A
Bloomington, IN 47404



9590 9402 2331 6225 4697 13

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9463

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COMPLETE

A. Signature

X

B. Received

D. Is delivery if YES

3. Service Type
- Adult Sign
 - Adult Sign
 - Certified Mail
 - Certified Mail
 - Collect on
 - Collect on

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Bloomington, IN 47404

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate):

- Return Receipt (hardcopy) \$2.85
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.70

Total \$7.10

To: TCVC, LLC
601 N. College Ave., #1A
Bloomington, IN 47404

City: Bloomington, IN 47404

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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1. Article Addressed to:

SCP Lofts, LLC
50 Salem St., Bldg. B, #101
Lynfield, MA 01940



9590 9402 4651 8323 7746 71

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9456

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE

A. Signature

X

B. Received

D. Is delivery if YES

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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Lynfield, MA 01940

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate):

- Return Receipt (hardcopy) \$2.85
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.70

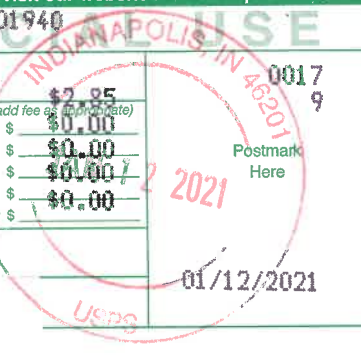
Total \$7.10

To: SCP Lofts, LLC
50 Salem St., Bldg. B, #101
Lynfield, MA 01940

City: Lynfield, MA 01940

PS Form 3800, April 2015 PSN 7530-02-000-9047

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AJL-703 LLC
601 N. College, #1
Bloomington, IN 47408



9590 9402 4651 8323 7746 88

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9449

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COMPLETE

A. Signature

X

B. Received

D. Is delivery if YES, or

3. Service Type
- Adult Signature
 - Adult Signature
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Deliv
 - Collect on Deliv

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Bloomington, IN 47404

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate):

- Return Receipt (hardcopy) \$2.85
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.70

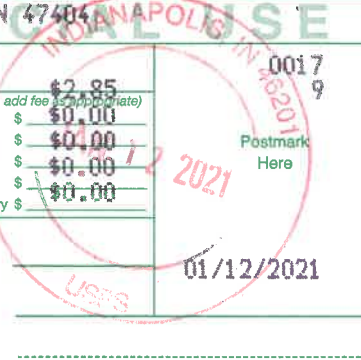
Total \$7.10

To: AJL-703 LLC
601 N. College, #1
Bloomington, IN 47408

City: Bloomington, IN 47408

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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9401

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

11th & Walnut Holdings, LC
 1157 S. Piazza Dr.
 Bloomington, IN 47401



9590 9402 4651 8323 7437 52

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9401

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature

X

B. Received

D. Is delivered

If YES

3. Service

Adult Sign

Adult Sign

Certified Mail

Certified Mail

Collect on Delivery

Insured Mail Restricted Delivery (over \$500)

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

7020 2450 0001 1095 9401

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Bloomington, IN 47401

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.70

Total P \$7.10

Sent To 11th & Walnut Holdings, LC
 1157 S. Piazza Dr.

Street

City, St

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



01/12/2021

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5 9395

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Realco
 665 N. Walnut Street
 Bloomington, IN 47404



9590 9402 4651 8323 7437 69

2. Article Number (Transfer from service label)

7020 2450 0001 1095 9395

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

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X

B

C

D. Is delivered

If YES

3. Se

Adult

Adult

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Certi

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Colle

7020 2450 0001 1095 9395

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Bloomington, IN 47404

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.70

Total P \$7.10

Sent To Realco
 665 N. Walnut Street

Street

City, St

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



01/12/2021

Memorandum of Understanding
Between
City of Bloomington Engineering Department
and
Gilliatte General Contractors, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Engineering Department, (hereafter “Engineering”) and Gilliatte General Contractors, Inc. outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right-of-way during the construction of the Bentley apartment building at 650 North College Avenue, in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from January 20th, 2021 through August 10th, 2021, inclusive.
2. Engineering shall allow Gilliatte General Contractors, Inc. to block and restrict from general public usage the following locations as depicted in Exhibit “A”: Travel lanes and parking along N. College Ave. from W. 10th St. to W. 11th St. from January 27, 2021 to February 5, 2021; The east/west alley directly south of and adjacent to the Construction Site from January 20, 2021 to August 10, 2021; The parking area along the east side of N. College Ave. adjacent to the Construction Site to install a pedestrian walk around from March 22, 2021 to June 18, 2021; The eastbound travel lane of W. 11th St. adjacent to the Construction Site to install a pedestrian walk around from June 21, 2021 to August 10, 2021. Gilliatte General Contractors, Inc. shall coordinate the placement of any and all construction notification and signage with the City Engineering Department including both vehicular and pedestrian signage.
3. Gilliatte General Contractors, Inc. shall install and maintain, to the satisfaction of the City of Bloomington Engineering Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Engineering Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Gilliatte General Contractors, Inc. shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Engineering.
4. Gilliatte General Contractors, Inc. shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors, Inc.

5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. Gilliatte General Contractors, Inc. agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Gilliatte General Contractors, Inc. use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.
9. Prior to beginning work, Gilliatte General Contractors, Inc. shall provide the Engineering Department with a phone contact list for their supervisory personnel and for their sub-contractors.
10. Gilliatte General Contractors, Inc. shall make its on-site supervisory personnel available for bi-weekly meetings with the City Engineering Department staff for progress updates.
11. Thomas Ritman, of Gilliatte General Contractors, Inc. agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

Gilliatte General Contractors, Inc.

By: _____
 Dana Palazzo, President
 Board of Public Works

By: _____
 Tom Ritman, President

Date: _____

Date: _____

By: _____
 Andrew Cibor, PE, Director
 Engineering Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

MAINTENANCE OF TRAFFIC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. THIS PLAN IS FOR SHORT TERM CONSTRUCTION ACTIVITY DURING THE WORKDAY ONLY. BOTH SOUTHBOUND LANES ON N COLLEGE AVE AND THE PEDESTRIAN ROUTE MUST BE RESTORED AT THE END OF EACH DAY.
3. BOTH LANES MUST BE OPEN DURING HIGH TRAFFIC DAYS AND TIMES. INQUIRE WITH THE CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT TO DETERMINE WHAT TIMES ARE DEEMED "HIGH TRAFFIC". THIS MAY INCLUDE BUT IS NOT LIMITED TO: RUSH HOURS, FOOTBALL GAMES, MOVE IN, ETC.

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE

Smith Brethob & Associates, Inc.
 2755 E. Canada Dr. Suite 101
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 smithbrethob.com



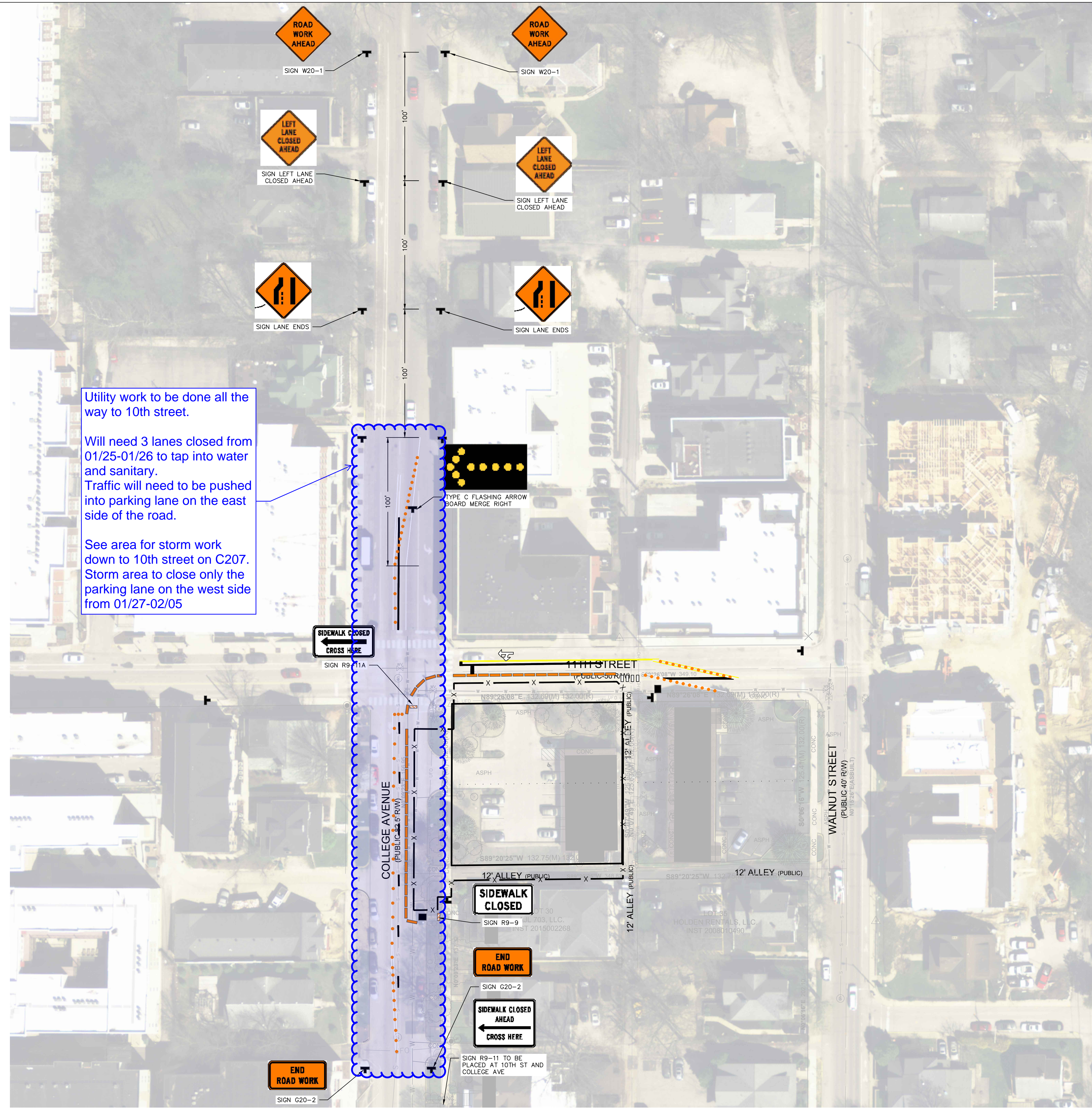
XX/XX/20XX

THE BENTLEY
 650 N COLLEGE AVENUE
 BLOOMINGTON, INDIANA

REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

JOB NUMBER	5952
SHEET	C208
DATE	09/11/2020
MAINTENANCE OF TRAFFIC PLAN	

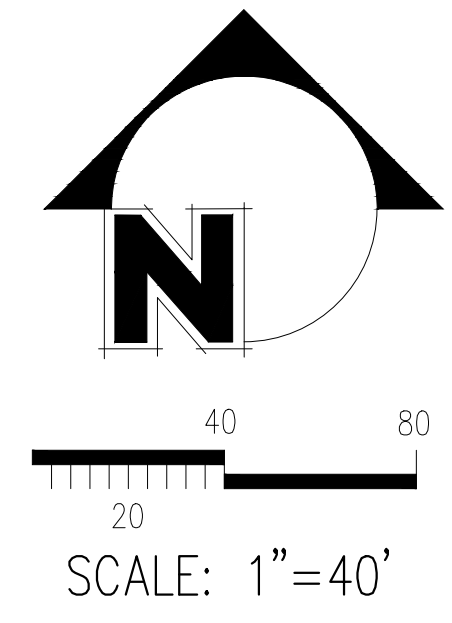


Utility work to be done all the way to 10th street.

Will need 3 lanes closed from 01/25-01/26 to tap into water and sanitary. Traffic will need to be pushed into parking lane on the east side of the road.

See area for storm work down to 10th street on C207. Storm area to close only the parking lane on the west side from 01/27-02/05

MAINTENANCE OF TRAFFIC PLAN FOR WORKDAY CONSTRUCTION ACTIVITY REQUIRING A SINGLE LANE CLOSURE





Board of Public Works Staff Report

Project/Event: Installation of Automatic ADA Door Opener at Animal Care & Control

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: January 19, 2021

This contract is for the installation of an ADA compliant automatic door opener at the main entrance of the Animal Care and Control Facility. Three quotes were solicited. They are as follows:

Indiana Door & Hardware Specialties, Inc.	\$3,380.00
Automated Doors & Access, Inc.	\$4,600.00
Stanley Access Technologies	\$2,700.00

Staff recommends awarding the contract to Stanley Access Technologies for \$2,700.00.

Respectfully submitted,

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

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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
STANLEY ACCESS TECHNOLOGIES, LLC
FOR
INSTALLATION OF AUTOMATIC ADA COMPLIANT DOOR OPENER AT ANIMAL CARE & CONTROL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Stanley Access Technologies, LLC (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Installation of Automatic ADA Compliant Door Opener at Animal Care & Control**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Two Thousand Seven Hundred Dollars (\$2,700.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

5.09 **Workmanship and Quality of Materials**

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Stanley Access Technologies, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Vitaly Fedorchuk, Territory Manager
P.O. Box 100 Suite 120	7723 Tylers Place Blvd., Unit 213
Bloomington, Indiana 47402	Cincinnati, Ohio 45069

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Stanley Access Technologies, LLC

BY:

BY:

Dana Palazzo, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Installation of Automatic ADA Compliant Door Opener at Animal Care & Control

This project shall include, but is not limited to contractor furnishing all labor and materials to install the following:

Furnish And Install One (1) STANLEY M-Force Low Energy Automatic Swing Door Operator. Configured As One (1) 39" Left Hand Out. Included Are Two (2) Surface Applied 4.75" Wireless Push Plates And One (1) Surface Applied Bollard Post To Mount Exterior Push Plate Beyond the Swing Path Of The Door. All Material To Be Clear Anodized Aluminum Finish.

Inclusions:

- 1 ea. 39" Magic Force Visible Hdr, Clear (RH-In/LH-Out)
- 1 ea. Magic Force Outswing Door Arm, Clear
- 1 ea. Magic Force Door Arm Linkage 12 1/2", Clear
- 1 ea. M-Force Swing Door Operator
- 1 ea. M-Force Single Control (IQ)
- 1 ea. BEA Bollard / Post (Silver)
- 1 ea. BEA PBS1SQST900 PUSH PL KIT 4.75 SQUA T&L

Exclusions:

Exclusions:

- Door package installation.
- Painting, patching & flooring work.
- 120 volts AC to inside auto door header 5 amp min.
- Back boxes & low voltage wiring from any control to inside auto door header.
- After hours premium labor.
- Delegated Design.
- Structural Review (no seismic review).
- Structural support / wood blocking for swing headers.
- Permits & inspections by others.
- Prevailing Wage and/or Certified Payroll.
- Cleaning and protection of installed material.

ATTACHMENT 'B'

Trench Safety Affidavit

NOT REQUIRED FOR THIS PROJECT

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Replacement of Blinds at Fire Station #4

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: January 19, 2021

This contract is for the replacement of window blinds at Fire Station #4. Quotes were solicited from three sources. Fire Department staff contact Menards and two of their installers. One of the installers did not respond to messages left. The other was a no show for the scheduled appointment to look at the windows. Lowe's was contacted, but would not provide a free quote for the project. Hamm's Blinds & Drapes, Inc. (d.b.a. Budget Blinds of Bloomington) was the only responsive bidder. Their quote for the replacement of the blinds was for \$2,648.80.

Staff recommends awarding of the contract to Hamm's Blinds & Drapes, Inc. for \$2,648.80.

Respectfully submitted,

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

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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
HAMM'S BLINDS & DRAPES, INC. (dba BUDGET BLINDS OF BLOOMINGTON)
FOR
REPLACEMENT OF BLINDS AT FIRE STATION #4

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Blinds at Fire Station #4**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 45 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Two Thousand Six Hundred Forty Eight Dollars and Eighty Cents (\$2,648.80). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

5.09 **Workmanship and Quality of Materials**

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Hamm’s Blinds & Drapes, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Kimm Hamm
P.O. Box 100 Suite 120	9506 North US Highway 231
Bloomington, Indiana 47402	Quincy, Indiana 47456

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Hamm's Blinds & Drapes, Inc.

BY:

BY:

Dana Palazzo, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Replacement of Blinds at Fire Station #4

This project shall include, but is not limited to:

1. All labor and materials for the installation of the following:
 - 1 Roller shade (grey) in the Report Romm
 - 2 Room Darkening shades (expresso) in the Bunk and Cinema Rooms
 - 1 Roller shade (charcoal) in the Weight Room
 - 1 Roller shade (charcoal) in the Kitchen window #1
 - 3 Roller shades (charcoal) in Kitchen windows 2, 3, and 4
 - 3 Roller shades (charcoal) in TV Room
 - 1 Roller shade (charcoal) on Front Door

2. Cleanup and disposal of old blinds and waste generated by this project.

ATTACHMENT 'B'

Trench Safety Affidavit

Not Required for this Project

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.
- 5.

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

My Commission #: _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Painting at Fire Station #4
Petitioner/Representative: Department of Public Works, Facilities Division
Staff Representative: J. D. Boruff, Operations and Facilities Director
Meeting Date: January 19, 2021

This contract is for painting of the walls in the living quarters at Fire Station #4. Three quotes were solicited and are as follows:

Bloomington Coatings	\$8,550.00
Brannon Wallcovering & Painting	\$7,960.00
John C. Martin (dba Martin's Wallpaper and Paint)	\$7,600.00

Staff recommends awarding the contract to John C. Martin for \$7,600.00.

Respectfully submitted,

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

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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
JOHN C. MARTIN (dba MARTIN'S WALLPAPER AND PAINT)
FOR
PAINTING AT FIRE STATION #4

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and John C. Martin (dba Martin's Wallpaper and Paint), (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Painting at Fire Station #4**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 45 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Seven Thousand Six Hundred Dollars (\$7,600.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Martin’s Wallpaper and Paint
Attn: J. D. Boruff, Facilities Director	Attn: John Martin
P.O. Box 100 Suite 120	4921 E. Martin Dr.
Bloomington, Indiana 47402	Bloomington, Indiana 47408

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

John C. Martin (dba Martin's Wallpaper and Paint)

BY:

BY:

Dana Palazzo, President

John C. Martin, owner

Beth H. Hollingsworth, Member

Kyla Cox Deckard, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Painting at Fire Station #4

This project shall include, but is not limited to:

1. All labor and materials for the completion of painting of the ceilings, walls, and associated trim in the southwest bedroom and bathroom, hallway and hall bathroom, office, kitchen and dining area, workout room, locker room and bathroom area, sleeping room, and northeast TV room.
2. Colors to be chosen by Bloomington Fire Department staff.

ATTACHMENT 'B'

Trench Safety Affidavit

Not Required for this Project

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

My Commission : _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

My Commission #: _____

Printed Name



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

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-dry erase marker-12/1/20		01/22/2021	5.09
6530 - Office Depot, INC	01-envelopes plain #10-12/8/20		01/22/2021	11.46
6530 - Office Depot, INC	01-disinfetan wipes for counter-12/21/20		01/22/2021	30.60
6530 - Office Depot, INC	01-chair mat-12/14/20		01/22/2021	42.84
6530 - Office Depot, INC	01-dry erase markers/cleaner, masking tape, notebooks-12/1/20		01/22/2021	73.71
5819 - Synchrony Bank	06-Office Chair HON BSXVST305		01/22/2021	130.54
	Account 52110 - Office Supplies Totals	Invoice 6 Transactions		<u>\$294.24</u>
Account 52210 - Institutional Supplies				
4045 - Datamars, INC	01-microchips-600-includes s/h-12/28/20		01/22/2021	3,224.71
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine food-12/30/20		01/22/2021	136.54
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-12/30/20		01/22/2021	246.84
3929 - IDEXX Laboratories, INC	01-Parvo, FIV/FelV diagnostic tests-12/28/20		01/22/2021	1,616.24
4633 - Midwest Veterinary Supply, INC	01-latex exam gloves (L)-12/16/20		01/22/2021	22.04
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Amoxicillin-12/16/20		01/22/2021	48.00
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Amoxicillin-12/16/20		01/22/2021	48.00
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Amoxicillin-12/16/20		01/22/2021	48.00



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

4633 - Midwest Veterinary Supply, INC	01-food bowls, sharps containers-12/28/20	01/22/2021	180.15
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L/XL), sharps containers-12/28/20	01/22/2021	258.66
4633 - Midwest Veterinary Supply, INC	01-pain meds, steroids, vaccines, cover slips-12/28/20	01/22/2021	1,054.30
4137 - Patterson Veterinary Supply, INC	01-vinyl exam gloves (L)-12/21/20	01/22/2021	8.95
4137 - Patterson Veterinary Supply, INC	01-thyroid meds, Ketamine, exam gloves (L)-1/4/21	01/22/2021	140.35
4666 - Zoetis, INC	01-FeLV diagnostics-12/28/20	01/22/2021	566.14
4666 - Zoetis, INC	01-antibiotics, HTW treatment, allergy meds-12/28/20	01/22/2021	833.28
Account 52210 - Institutional Supplies Totals		Invoice 15	<u>\$8,432.20</u>
		Transactions	
Account 52310 - Building Materials and Supplies			
6530 - Office Depot, INC	01-chairmat-12/14/20	01/22/2021	42.84
Account 52310 - Building Materials and Supplies Totals		Invoice 1	<u>\$42.84</u>
		Transactions	
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-hand soap-12/30/20	01/22/2021	83.39
313 - Fastenal Company	01-hand sanitizer-12/16/20	01/22/2021	184.12
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2	<u>\$267.51</u>
		Transactions	
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-vet exams 12/17 & 12/21/20	01/22/2021	109.28
6529 - BloomingPaws, LLC	01-x-rays, exam-1/4/21	01/22/2021	142.61
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 11/23-12/17/20	01/22/2021	2,625.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-exam, treatment-12/21/20	01/22/2021	61.82
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-s/n surgeries, bloodwork, x-rays-12/22/20	01/22/2021	718.50



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-exams, neuter surgery, bloodwork- 12/29/20	01/22/2021	735.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-dentals, s/n surgeries, exams, bloodwork- 1/5/21	01/22/2021	1,630.49
Account 53130 - Medical Totals		Invoice 7	<u>735.00</u>
		Transactions	<u>1,630.49</u>
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-1/6/21	01/22/2021	22.82
Account 53220 - Postage Totals		Invoice 1	<u>22.82</u>
		Transactions	<u>22.82</u>
Program 010000 - Main Totals		Invoice 32	<u>\$15,082.31</u>
		Transactions	<u>\$15,082.31</u>
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
175 - Monroe County Humane Association, INC	01-exam, bloodwork, x-rays, medication- 12/11/20	01/22/2021	112.90
Account 53130 - Medical Totals		Invoice 1	<u>112.90</u>
		Transactions	<u>112.90</u>
Program 010001 - Donations Over \$5K Totals		Invoice 1	<u>\$112.90</u>
		Transactions	<u>\$112.90</u>
Department 01 - Animal Shelter Totals		Invoice 33	<u>\$15,195.21</u>
		Transactions	<u>\$15,195.21</u>
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Doug Duncan, LLC	26-refund over payment pkg citation #20201801116	01/22/2021	30.00
Account 46060 - Other Violations Totals		Invoice 1	<u>30.00</u>
		Transactions	<u>30.00</u>
Account 53210 - Telephone			
1079 - AT&T	02-Radio circuits-phone charges 11/29- 12/28/20	01/06/2021	180.64
Account 53210 - Telephone Totals		Invoice 1	<u>180.64</u>
		Transactions	<u>180.64</u>



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	02-Hoosier Car Wash for Adam Wason	01/22/2021	12.00
3560 - First Financial Bank / Credit Cards	02- Hotel Stay for Adam Wason-COVID Exposure INV#205W700007100	01/22/2021	267.00
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$279.00</u>
		Transactions	
Program 020000 - Main Totals		Invoice 4	<u>\$489.64</u>
		Transactions	
Department 02 - Public Works Totals		Invoice 4	<u>\$489.64</u>
		Transactions	

Department 03 - City Clerk

Program 030000 - Main

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	03-IIMC CMC Certification	01/22/2021	165.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$165.00</u>
		Transactions	
Program 030000 - Main Totals		Invoice 1	<u>\$165.00</u>
		Transactions	
Department 03 - City Clerk Totals		Invoice 1	<u>\$165.00</u>
		Transactions	

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	04 - Monthly Hootsuite Subscription for BEAD - 2021	01/22/2021	5.99
3560 - First Financial Bank / Credit Cards	04 - Monthly GoDaddy Subscription for Online Farmers Market	01/22/2021	6.99
53442 - Paragon Micro, INC	04 - Adobe for Teams Licensing Subscription (Goodman)	01/22/2021	122.99
53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	01/22/2021	18.32
Account 53910 - Dues and Subscriptions Totals		Invoice 4	<u>\$154.29</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

Account 53960 - Grants

6702 - Allison J Horner	04 - Grant for Public Art Mural Concept Design	01/22/2021	250.00
Account 53960 - Grants Totals		Invoice 1	\$250.00
		Transactions	

Account 53970 - Mayor's Promotion of Business

7617 - Richard Jolin (RJS Parking Products)	04 - Parking Meter Bags for PUDO Program	01/22/2021	2,337.00
4443 - The Sherwin Williams Company	04 - Paint for Public Art Projects	01/22/2021	249.90
4087 - White Rabbit Corporation	04 - Print Service for Public Art Project	01/22/2021	30.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 3	\$2,616.90
		Transactions	

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	04 - Federal Focus event at the Chamber - Godman	01/22/2021	10.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$10.00
		Transactions	
Program 040000 - Main Totals		Invoice 9	\$3,031.19
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 9	\$3,031.19
		Transactions	

Department 05 - Common Council

Program 050000 - Main

Account 52410 - Books

3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges - 12/1-12/31/20	01/22/2021	204.18
Account 52410 - Books Totals		Invoice 1	\$204.18
		Transactions	

Account 53910 - Dues and Subscriptions

3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-12/1-12/31/20	01/22/2021	340.78
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$340.78
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

Program 050000 - Main Totals		Invoice 2	\$544.96
		Transactions	
Department 05 - Common Council Totals		Invoice 2	\$544.96
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	06-Paper clips and batteries	01/22/2021	10.73
Account 52110 - Office Supplies Totals		Invoice 1	\$10.73
		Transactions	
Account 52420 - Other Supplies			
9523 - Freedom Business Solutions, LLC	06-Toner Replacement for OOTC Annex printer	01/22/2021	189.00
9523 - Freedom Business Solutions, LLC	06-Toner Replacement Front Office CF281A/printer repair	01/22/2021	135.00
Account 52420 - Other Supplies Totals		Invoice 2	\$324.00
		Transactions	
Account 53640 - Hardware and Software Maintenance			
9523 - Freedom Business Solutions, LLC	06-Toner Replacement Front Office CF281A/printer repair	01/22/2021	65.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$65.00
		Transactions	
Account 53910 - Dues and Subscriptions			
259 - Indiana Association Of Cities & Towns (AIM)	06 -2021 AIM Dues for City	01/22/2021	12,747.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$12,747.00
		Transactions	
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06- Financial Planning Prep	01/22/2021	9,262.49
5648 - Reedy Financial Group, PC	06 Financial Service TIF	01/22/2021	3,554.16
5444 - Tyler Technologies, INC	06-Energov Community Development Software	01/22/2021	2,975.00



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Account 53990 - Other Services and Charges Totals	Invoice 3	\$15,791.65
	Transactions	
Program 060000 - Main Totals	Invoice 8	\$28,938.38
	Transactions	
Department 06 - Controller's Office Totals	Invoice 8	\$28,938.38
	Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09-paper, tape, packing tape-12/9/20 01/22/2021 116.58

Account 52110 - Office Supplies Totals	Invoice 1	\$116.58
	Transactions	

Account **53960 - Grants**

205 - City Of Bloomington

09-CFRD Sponsorship of 2021 MLK Birthday Celebration 01/22/2021 1,000.00

Account 53960 - Grants Totals	Invoice 1	\$1,000.00
	Transactions	

Program 090000 - Main Totals	Invoice 2	\$1,116.58
	Transactions	

Department 09 - CFRD Totals	Invoice 2	\$1,116.58
	Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

10-office supplies-pens, folders, tape, storage boxes-12/4/20 01/22/2021 200.47

6530 - Office Depot, INC

10-2 data sticks-12/4/20 01/22/2021 99.98

6530 - Office Depot, INC

10-credit-return storage boxes-Inv. #140538358001-12/21/20 01/22/2021 (12.00)

Account 52110 - Office Supplies Totals	Invoice 3	\$288.45
	Transactions	

Account **52410 - Books**



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3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges - 12/1-12/31/20	01/22/2021	996.95
	Account 52410 - Books Totals	Invoice 1 Transactions	\$996.95
Account 53120 - Special Legal Services			
199 - Monroe County Government	10 tax sale buyer fee re 1306 w Kirkwood Robertson case	01/06/2021	750.00
50587 - Barnes & Thornburg LLP	10-Legal services-11/17-11/23/20-Inv. date 12/9/20	01/22/2021	544.50
7333 - Due Doyle Fanning & Alderfer LLP	10-mediation-Stephens-10/30-12/9/20-pd 1/2	01/22/2021	445.00
3560 - First Financial Bank / Credit Cards	10-Lamb arbitration-12/29/20	01/22/2021	400.00
3560 - First Financial Bank / Credit Cards	10-McGlothlin arbitration-12/29/20	01/22/2021	400.00
608 - Krieg Devault, LLP	10-retainer agreement November 2020	01/22/2021	2,500.00
608 - Krieg Devault, LLP	10-retainer agreement June 2020	01/22/2021	2,500.00
7649 - Tiffany K Shupe	10 -transcript-court hearing-Guenther case 8/5/20	01/22/2021	161.76
	Account 53120 - Special Legal Services Totals	Invoice 8 Transactions	\$7,701.26
Account 53220 - Postage			
129 - FedEx Office and Print Service, INC	10-overnight envelope to INDY-12/10/20-Inv. date 12/16/20	01/22/2021	25.97
	Account 53220 - Postage Totals	Invoice 1 Transactions	\$25.97
Account 53910 - Dues and Subscriptions			
259 - Indiana Association Of Cities & Towns (AIM)	10-2021 Membership Dues-Legal/Human Rights	01/22/2021	595.00
5785 - International Municipal Lawyers Association	10-IMLA 2021 Membership Dues-Legal portion	01/22/2021	797.22
	Account 53910 - Dues and Subscriptions Totals	Invoice 2 Transactions	\$1,392.22
	Program 100000 - Main Totals	Invoice 15 Transactions	\$10,404.85
Program 101000 - Human Rights			



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Account 53910 - Dues and Subscriptions

259 - Indiana Association Of Cities & Towns (AIM)	10-2021 Membership Dues-Legal/Human Rights	01/22/2021	85.00
259 - Indiana Association Of Cities & Towns (AIM)	10 -dues Ind ADA coordinators' 2021-B. McKinney	01/22/2021	25.00
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-12/1-12/31/20	01/22/2021	1,363.09

Account 53910 - Dues and Subscriptions Totals	Invoice 3	<u>\$1,473.09</u>
	Transactions	
Program 101000 - Human Rights Totals	Invoice 3	<u>\$1,473.09</u>
	Transactions	
Department 10 - Legal Totals	Invoice 18	<u>\$11,877.94</u>
	Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 53170 - Mgt. Fee, Consultants, and Workshops

5778 - National Research Center, INC	11-remainder of payment on invoice #11FB533E-0001	01/22/2021	6,182.00
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Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<u>\$6,182.00</u>
	Transactions	

Account 53910 - Dues and Subscriptions

5526 - Board of Regents of the University of Wisconsin	11-annual membership fee MIP	01/22/2021	2,500.00
3560 - First Financial Bank / Credit Cards	11-Traject December (social media)	01/22/2021	99.00
3560 - First Financial Bank / Credit Cards	11-Traject November (social media)	01/22/2021	99.00
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation	01/22/2021	18.32

Account 53910 - Dues and Subscriptions Totals	Invoice 4	<u>\$2,716.32</u>
	Transactions	

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 12/10	01/22/2021	5.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$5.00</u>
	Transactions	



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Program 110000 - Main Totals	Invoice 6	\$8,903.32
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 6	\$8,903.32
	Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12-Job Advertisement \$87.38	01/22/2021	87.38
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Account 53320 - Advertising Totals	Invoice 1	\$87.38
	Transactions	

Account 53990 - Other Services and Charges

6309 - CivicPlus, INC	12-CivicHR Annual Subscription \$5244.75	01/22/2021	5,244.75
3560 - First Financial Bank / Credit Cards	12-SHRM Membership \$219.00	01/22/2021	219.00
3560 - First Financial Bank / Credit Cards	12-SHRM Membership \$219.00	01/22/2021	219.00
7268 - Raftelis Financial Consultants, INC	12-Org Assessment HAND/ESD \$7245.00	01/22/2021	7,245.00
7268 - Raftelis Financial Consultants, INC	12-Org Assessment OOTM/Board and Commissions \$5470.00	01/22/2021	5,470.00
6099 - Safe Hiring Solutions	12-background check \$124.35	01/22/2021	124.35
204 - State Of Indiana	12-unemployment invoice \$3746.36	01/22/2021	3,746.36

Account 53990 - Other Services and Charges Totals	Invoice 7	\$22,268.46
	Transactions	

Program 120000 - Main Totals	Invoice 8	\$22,355.84
	Transactions	

Department 12 - Human Resources Totals	Invoice 8	\$22,355.84
	Transactions	

Department 13 - Planning

Program 130000 - Main

Account 53990 - Other Services and Charges



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4945 - Eco-Counter, INC	13-Replace traffic counter_2nd St--Twin Lakes-11/19/20		01/22/2021	1,660.00
6728 - Precision Quality Contracting, LLC	13-Exist. CAT 6 coiled in ceiling&place to cubicle(Mal+interns)		01/22/2021	1,425.56
5409 - VS Engineering, INC	13-Sare Road Trail-services thru 10/31/20	BC 2019-142	01/22/2021	18,001.22

Account 53990 - Other Services and Charges Totals		Invoice 3		\$21,086.78
		Transactions		

Account **54310 - Improvements Other Than Building**

1959 - Clark Dietz INC	13-Kirkwood Ave Maintenance-serv. 10/31-11/27/20	BC 2020-27	01/22/2021	145.00
19362 - CrossRoad Engineers, PC	13-7th St Protected Bike Lane Imp-serv. 11/28-12/25/20	BC 2020-94	01/22/2021	660.00

Account 54310 - Improvements Other Than Building Totals		Invoice 2		\$805.00
		Transactions		

Program 130000 - Main Totals		Invoice 5		\$21,891.78
		Transactions		

Program **132000 - MPO**

Account **53990 - Other Services and Charges**

5217 - Midwestern Software Solutions, LLC	13-Transp. Data Mgmt System (Annual Support Fee)_3/1/21--2/28/22		01/22/2021	1,270.00
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Account 53990 - Other Services and Charges Totals		Invoice 1		\$1,270.00
		Transactions		

Program 132000 - MPO Totals		Invoice 1		\$1,270.00
		Transactions		

Department 13 - Planning Totals		Invoice 6		\$23,161.78
		Transactions		

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

4574 - John Deere Financial (Rural King)	06-drum liners		01/22/2021	67.96
394 - Kleindorfer Hardware & Variety	19- Tarp		01/22/2021	28.99
394 - Kleindorfer Hardware & Variety	19- push broom, (3)sweep booms, shovel, scraper		01/22/2021	61.45



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Account 52310 - Building Materials and Supplies Totals		Invoice 3	\$158.40
		Transactions	
Account 52420 - Other Supplies			
51463 - DLT Solutions, LLC	19-AutoCAD Subscription Renewal	01/22/2021	392.00
9523 - Freedom Business Solutions, LLC	19- Toner for HP printer for JD Boruff	01/22/2021	59.95
53005 - Menards, INC	19-22" White Drawer Slide	01/22/2021	8.39
Account 52420 - Other Supplies Totals		Invoice 3	\$460.34
		Transactions	
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	19- Monthly Pest Control @ City Hall	BC 2020-84 01/22/2021	75.00
Account 53140 - Exterminator Services Totals		Invoice 1	\$75.00
		Transactions	
Account 53610 - Building Repairs			
32 - Cassady Electrical Contractors, INC	19- Rewire Light Fixture in Mayor's Office	BC 2020-70 01/22/2021	256.89
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-102 01/22/2021	18,688.01
Account 53610 - Building Repairs Totals		Invoice 2	\$18,944.90
		Transactions	
Account 53990 - Other Services and Charges			
231 - IU Health OCC Health Services	19- Hearing Test for Facility Employee	01/22/2021	34.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$34.00
		Transactions	
Program 190000 - Main Totals		Invoice 10	\$19,672.64
		Transactions	
Department 19 - Facilities Maintenance Totals		Invoice 10	\$19,672.64
		Transactions	
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			



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5819 - Synchrony Bank	28 - One 6-pack Dymo label maker refills-1/4/21	01/22/2021	16.99
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	<u>\$16.99</u>
Account 52420 - Other Supplies			
6530 - Office Depot, INC	28-yellow ink cartridge-12/23/20	01/22/2021	90.43
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<u>\$90.43</u>
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	28 - Teach Me GIS Editing in ArcGIS Pro course-L. Haley-12/8/20	01/22/2021	468.65
	Account 53160 - Instruction Totals	Invoice 1 Transactions	<u>\$468.65</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5437 - Columbia Telecommunications Corporation	28-Bloomington Digital Equity Research-November 2020	01/22/2021	6,867.50
5534 - Presidio Holdings, INC	28-CITYB011 PhySec-Lenel On-Guard Training-12/29/20	01/22/2021	384.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 2 Transactions	<u>\$7,251.50</u>
Account 53640 - Hardware and Software Maintenance			
8750 - Service Express, INC	28-Server Maintenance- 1/1-3/31/2021-ITS portion	01/22/2021	2,160.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	<u>\$2,160.00</u>
Account 53910 - Dues and Subscriptions			
7404 - ArchiveSocial, INC	28-2021 Annual subscription renewal - Premium package	01/22/2021	7,188.00
3560 - First Financial Bank / Credit Cards	28-Submittable monthly subscription-12/27/20-1/27/21-	01/22/2021	119.00
3560 - First Financial Bank / Credit Cards	28-Google Cloud-12/1-12/30/20	01/22/2021	.35
3560 - First Financial Bank / Credit Cards	28 - Ninite one-year subscription renewal (ends 12/27/21)	01/22/2021	2,220.00
3560 - First Financial Bank / Credit Cards	28 - Zoom Cloud Recording 100GB & 500 monthly participants fee	01/22/2021	230.00



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3560 - First Financial Bank / Credit Cards	28 - Garmin BirdsEye subscription-4	01/22/2021	128.36
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 12-1-2020--12-31-2020	01/22/2021	135.10
Account 53910 - Dues and Subscriptions Totals		Invoice 7	<u>\$10,020.81</u>
		Transactions	
Account 54420 - Purchase of Equipment			
3560 - First Financial Bank / Credit Cards	28 - 70" TV purchased from Best Buy for CBU-12/3/20	01/22/2021	649.99
3560 - First Financial Bank / Credit Cards	28-TV mount purchased from Best Buy for CBU-12/3/20	01/22/2021	199.99
Account 54420 - Purchase of Equipment Totals		Invoice 2	<u>\$849.98</u>
		Transactions	
Program 280000 - Main Totals		Invoice 15	<u>\$20,858.36</u>
		Transactions	
Department 28 - ITS Totals		Invoice 15	<u>\$20,858.36</u>
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 122	<u>\$156,310.84</u>
		Transactions	
Fund 270 - CC Jack Hopkins NR17-42 (S0011)			
Department 05 - Common Council			
Program 05RCVR - Recover Forward			
Account 53960 - Grants			
242 - Amethyst House, INC	15-JH2020-Recover Forward-salaries-Case Manager-November 2020	01/22/2021	6,291.75
2002 - Boys & Girls Club Of Bloomington, INC	15-Recover Forward JH Grant-payroll expenses 11/1-11/14/20	01/22/2021	10,400.00
18311 - New Leaf/New Life, INC	15-JH Recover Forward-payroll expenses 12/7/20-1/3/21	01/22/2021	960.95
Account 53960 - Grants Totals		Invoice 3	<u>\$17,652.70</u>
		Transactions	
Program 05RCVR - Recover Forward Totals		Invoice 3	<u>\$17,652.70</u>
		Transactions	
Department 05 - Common Council Totals		Invoice 3	<u>\$17,652.70</u>
		Transactions	
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		Invoice 3	<u>\$17,652.70</u>
		Transactions	



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Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53640 - Hardware and Software Maintenance

13482 - Northern Lights Locating & Inspection, INC	28-line location services-December 2020-12/3/20	01/22/2021	2,500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<u>\$2,500.00</u>

Account 53750 - Rentals - Other

12283 - Smithville Communications	28-401 N Morton-business services-01/01-01/31/21	01/22/2021	1,614.27
Account 53750 - Rentals - Other Totals		Invoice 1 Transactions	<u>\$1,614.27</u>

Account 54450 - Equipment

53442 - Paragon Micro, INC	28-CapR Dell Optiplex-Monroe Milestone system-12/30/20	01/22/2021	1,209.99
53442 - Paragon Micro, INC	28-CapR Dell Optiplex-Council Chambers-12/30/20	01/22/2021	1,419.99
Account 54450 - Equipment Totals		Invoice 2 Transactions	<u>\$2,629.98</u>
Program 254000 - Infrastructure Totals		Invoice 4 Transactions	<u>\$6,744.25</u>

Program 256000 - Services

Account 53150 - Communications Contract

4170 - Comcast Cable Communications, INC	28-3940 N Kinser-Internet & TV-1/21-2/20/21	01/22/2021	146.75
12283 - Smithville Communications	28-401 N Morton-business services-01/01-01/31/21	01/22/2021	1,375.00
Account 53150 - Communications Contract Totals		Invoice 2 Transactions	<u>\$1,521.75</u>
Program 256000 - Services Totals		Invoice 2 Transactions	<u>\$1,521.75</u>
Department 25 - Telecommunications Totals		Invoice 6 Transactions	<u>\$8,266.00</u>



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Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 6	<u>\$8,266.00</u>
	Transactions	

Fund 405 - Non-Reverting Improve I(S0113)

Department 06 - Controller's Office

Program 060000 - Main

Account 53910 - Dues and Subscriptions

259 - Indiana Association Of Cities & Towns (AIM)	06 -2021 AIM Dues for City	01/22/2021	6,750.00
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Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$6,750.00</u>
	Transactions	

Program 060000 - Main Totals	Invoice 1	<u>\$6,750.00</u>
	Transactions	

Department 06 - Controller's Office Totals	Invoice 1	<u>\$6,750.00</u>
	Transactions	

Fund 405 - Non-Reverting Improve I(S0113) Totals	Invoice 1	<u>\$6,750.00</u>
	Transactions	

Fund 450 - Local Road and Street(S0706)

Department 20 - Street

Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 11/24-12/28/20	BC 2019-99	01/13/2021	10.85
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223 - Duke Energy	02-420 E. 19th-Crosswalk-elec. bill 12/2/20-1/5/21		01/22/2021	19.01
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Account 53520 - Street Lights / Traffic Signals Totals	Invoice 2	<u>\$29.86</u>
	Transactions	

Program 200000 - Main Totals	Invoice 2	<u>\$29.86</u>
	Transactions	

Department 20 - Street Totals	Invoice 2	<u>\$29.86</u>
	Transactions	

Fund 450 - Local Road and Street(S0706) Totals	Invoice 2	<u>\$29.86</u>
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708)



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Department 20 - Street

Program 200000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	20-pens-12/15/20	01/22/2021	14.99
6530 - Office Depot, INC	20-weekly planner-12/15/20	01/22/2021	25.99
6530 - Office Depot, INC	20-pens, highlighters, markers, folders-12/15/20	01/22/2021	108.64
Account 52110 - Office Supplies Totals			Invoice 3 Transactions \$149.62

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Service Contract-December 2020-12/1/20	01/22/2021	2,321.25
Account 53150 - Communications Contract Totals			Invoice 1 Transactions \$2,321.25
Program 200000 - Main Totals			Invoice 4 Transactions \$2,470.87
Department 20 - Street Totals			Invoice 4 Transactions \$2,470.87
Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice 4 Transactions \$2,470.87

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 52210 - Institutional Supplies

7041 - Hawkins Bailey Warehouse, INC	26-Towels, Canliners, and Disinfectant Spray	01/22/2021	495.77
7041 - Hawkins Bailey Warehouse, INC	26- Mop Heads, Bucket, Mop	01/22/2021	141.69
7041 - Hawkins Bailey Warehouse, INC	26-Cloth Cleaning Sheets	01/22/2021	220.95
Account 52210 - Institutional Supplies Totals			Invoice 3 Transactions \$858.41



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Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	26- space heater for Parking Services	01/22/2021	39.99
Account 52310 - Building Materials and Supplies Totals		Invoice 1	\$39.99
		Transactions	

Account 52340 - Other Repairs and Maintenance

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26- Rate Change Sign for Surface Lot	01/22/2021	64.18
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	\$64.18
		Transactions	

Account 53840 - Lease Payments

512 - 7th & Walnut , LLC	26-Morton ST Garage-February 2021 garage rent	01/22/2021	18,759.98
3887 - Mercury Development Group, LLC	26-Mercury Garage-February 2021 garage rent	01/22/2021	38,035.85
Account 53840 - Lease Payments Totals		Invoice 2	\$56,795.83
		Transactions	
Program 260000 - Main Totals		Invoice 7	\$57,758.41
		Transactions	
Department 26 - Parking Totals		Invoice 7	\$57,758.41
		Transactions	
Fund 452 - Parking Facilities(S9502) Totals		Invoice 7	\$57,758.41
		Transactions	

Fund 508 - BMFC - Showers Bond #4(S0184)

Department 06 - Controller's Office

Program 060000 - Main

Account 53840 - Lease Payments

4740 - Bank Of New York	BFMCFMRB09 Refunding 2009	01/06/2021	314,500.00
Account 53840 - Lease Payments Totals		Invoice 1	\$314,500.00
		Transactions	
Program 060000 - Main Totals		Invoice 1	\$314,500.00
		Transactions	
Department 06 - Controller's Office Totals		Invoice 1	\$314,500.00
		Transactions	



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Fund 508 - BMFC - Showers Bond #4(S0184) Totals	Invoice 1	\$314,500.00
	Transactions	

Fund 519 - 2016 GO Bonds Bond #2 (S0182)

Department 06 - Controller's Office

Program 060000 - Main

Account 53830 - Bank Charges

5232 - The Huntington National Bank	06-Bonds ADMIN FEE 12-20 TO 12-21	01/22/2021	500.00
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5232 - The Huntington National Bank	06-Bonds ADMIN FEE 12-20 TO 12-21	01/22/2021	500.00
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Account 53830 - Bank Charges Totals	Invoice 2	\$1,000.00
	Transactions	

Program 060000 - Main Totals	Invoice 2	\$1,000.00
	Transactions	

Department 06 - Controller's Office Totals	Invoice 2	\$1,000.00
	Transactions	

Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals	Invoice 2	\$1,000.00
	Transactions	

Fund 522 - 2018 Parks Bicentennial (S1380)

Department 06 - Controller's Office

Program 060000 - Main

Account 53810 - Principal

5232 - The Huntington National Bank	06-Bonds BLOOMING18A	01/22/2021	60,000.00
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5232 - The Huntington National Bank	06-BondsBLOOMING183	01/22/2021	60,000.00
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5232 - The Huntington National Bank	06-Bonds BLOOMING18C	01/22/2021	60,000.00
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Account 53810 - Principal Totals	Invoice 3	\$180,000.00
	Transactions	

Account 53820 - Interest

5232 - The Huntington National Bank	06-Bonds BLOOMING18A	01/22/2021	64,800.00
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5232 - The Huntington National Bank	06-BondsBLOOMING183	01/22/2021	73,350.00
5232 - The Huntington National Bank	06-Bonds BLOOMING18C	01/22/2021	45,415.63
Account 53820 - Interest Totals		Invoice 3 Transactions	<u>\$183,565.63</u>
Account 53830 - Bank Charges			
5232 - The Huntington National Bank	06-Bonds ADMIN FEE 12-20 TO 12-21	01/22/2021	500.00
5232 - The Huntington National Bank	06-Bonds ADMIN FEE 12-20 TO 12-21	01/22/2021	500.00
5232 - The Huntington National Bank	06-Bonds ADMIN FEE 12-20 TO 12-21	01/22/2021	500.00
Account 53830 - Bank Charges Totals		Invoice 3 Transactions	<u>\$1,500.00</u>
Program 060000 - Main Totals		Invoice 9 Transactions	<u>\$365,065.63</u>
Department 06 - Controller's Office Totals		Invoice 9 Transactions	<u>\$365,065.63</u>
Fund 522 - 2018 Parks Bicentennial (\$1380) Totals		Invoice 9 Transactions	<u>\$365,065.63</u>
Fund 523 - 2019 4th St Garage (S)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53820 - Interest			
4740 - Bank Of New York	06-IN REDEV TAX 2019 SERIES A-1	01/22/2021	319,762.50
Account 53820 - Interest Totals		Invoice 1 Transactions	<u>\$319,762.50</u>
Account 53830 - Bank Charges			
4740 - Bank Of New York	06-Bonds Paying Agent TaxIncrement2019A-1	01/22/2021	750.00
Account 53830 - Bank Charges Totals		Invoice 1 Transactions	<u>\$750.00</u>
Program 060000 - Main Totals		Invoice 2 Transactions	<u>\$320,512.50</u>



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Department 06 - Controller's Office Totals		Invoice 2	\$320,512.50
		Transactions	
Fund 523 - 2019 4th St Garage (S) Totals		Invoice 2	\$320,512.50
		Transactions	
Fund 524 - 2019 4th St Garage Tax (S)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53810 - Principal			
4740 - Bank Of New York	06-Bonds Tax Increment Series A2	01/22/2021	540,000.00
Account 53810 - Principal Totals		Invoice 1	\$540,000.00
		Transactions	
Account 53820 - Interest			
4740 - Bank Of New York	06-Bonds Tax Increment Series A2	01/22/2021	52,980.00
Account 53820 - Interest Totals		Invoice 1	\$52,980.00
		Transactions	
Account 53830 - Bank Charges			
4740 - Bank Of New York	06-Bonds Paying Agent TaxIncrement2019A-2	01/22/2021	950.00
Account 53830 - Bank Charges Totals		Invoice 1	\$950.00
		Transactions	
Program 060000 - Main Totals		Invoice 3	\$593,930.00
		Transactions	
Department 06 - Controller's Office Totals		Invoice 3	\$593,930.00
		Transactions	
Fund 524 - 2019 4th St Garage Tax (S) Totals		Invoice 3	\$593,930.00
		Transactions	
Fund 525 - 2019 Trades Garage (S)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53820 - Interest			



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<p>4740 - Bank Of New York</p> <p>Account 53830 - Bank Charges</p>	<p>06-Bonds PayingAgentTaxIncrement2019 B</p> <p style="padding-left: 40px;">Account 53820 - Interest Totals</p>	<p>01/22/2021</p> <p>Invoice 1 Transactions</p>	<p>268,412.50</p> <hr/> <p>\$268,412.50</p>
<p>4740 - Bank Of New York</p> <p>Account 53830 - Bank Charges</p>	<p>06-Bonds Paying Agent Fee</p> <p style="padding-left: 40px;">Account 53830 - Bank Charges Totals</p> <p style="padding-left: 80px;">Program 060000 - Main Totals</p> <p style="padding-left: 80px;">Department 06 - Controller's Office Totals</p> <p style="padding-left: 40px;">Fund 525 - 2019 Trades Garage (S) Totals</p>	<p>01/22/2021</p> <p>Invoice 1 Transactions</p> <p>Invoice 2 Transactions</p> <p>Invoice 2 Transactions</p> <p>Invoice 2 Transactions</p>	<p>750.00</p> <hr/> <p>\$750.00</p> <hr/> <p>\$269,162.50</p> <hr/> <p>\$269,162.50</p> <hr/> <p>\$269,162.50</p>
<p>Fund 601 - Cumulative Capital Devlp(S2391)</p> <p>Department 02 - Public Works</p> <p>Program 020000 - Main</p> <p>Account 54510 - Other Capital Outlays</p>	<p>20- Sidewalk trip hazard repair 2020-2-Inv. date 11/28/20</p> <p style="padding-left: 40px;">Account 54510 - Other Capital Outlays Totals</p> <p style="padding-left: 80px;">Program 020000 - Main Totals</p> <p style="padding-left: 80px;">Department 02 - Public Works Totals</p> <p style="padding-left: 40px;">Fund 601 - Cumulative Capital Devlp(S2391) Totals</p>	<p>BC 2020-53</p> <p>01/22/2021</p> <p>Invoice 1 Transactions</p> <p>Invoice 1 Transactions</p> <p>Invoice 1 Transactions</p> <p>Invoice 1 Transactions</p>	<p>50,000.00</p> <hr/> <p>\$50,000.00</p> <hr/> <p>\$50,000.00</p> <hr/> <p>\$50,000.00</p> <hr/> <p>\$50,000.00</p>
<p>Fund 730 - Solid Waste (S6401)</p> <p>Department 16 - Sanitation</p> <p>Program 160000 - Main</p> <p>Account 43370 - Other Sales</p>	<p>20- Sidewalk trip hazard repair 2020-2-Inv. date 11/28/20</p> <p style="padding-left: 40px;">Account 43370 - Other Sales Totals</p>	<p>BC 2020-53</p> <p>01/22/2021</p> <p>Invoice 1 Transactions</p>	<p>50,000.00</p> <hr/> <p>\$50,000.00</p>



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204 - State Of Indiana	18-Sales Tax December 2020		01/19/2021	13.67
	Account 43370 - Other Sales Totals		Invoice 1	<u>\$13.67</u>
			Transactions	
Account 52420 - Other Supplies				
793 - Indiana Safety Company, INC	16-winter gloves-3 dozen-12/10/20		01/22/2021	206.49
	Account 52420 - Other Supplies Totals		Invoice 1	<u>\$206.49</u>
			Transactions	
Account 52430 - Uniforms and Tools				
793 - Indiana Safety Company, INC	16-Employee Safety vests-12/29/20		01/22/2021	366.50
	Account 52430 - Uniforms and Tools Totals		Invoice 1	<u>\$366.50</u>
			Transactions	
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control @ Sanitation	BC 2020-84	01/22/2021	125.00
	Account 53140 - Exterminator Services Totals		Invoice 1	<u>\$125.00</u>
			Transactions	
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio services-December 2020-12/3/20		01/22/2021	572.05
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Radio services-January 2021-1/4/21		01/22/2021	572.05
	Account 53150 - Communications Contract Totals		Invoice 2	<u>\$1,144.10</u>
			Transactions	
Account 53240 - Freight / Other				
793 - Indiana Safety Company, INC	16-winter gloves-3 dozen-12/10/20		01/22/2021	14.55
793 - Indiana Safety Company, INC	16-Employee Safety vests-12/29/20		01/22/2021	35.01
	Account 53240 - Freight / Other Totals		Invoice 2	<u>\$49.56</u>
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/16/20	BC 2008-52	01/22/2021	9.66



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19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/16/20		01/22/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/23/20	BC 2008-52	01/22/2021	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/23/20		01/22/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/30/20	BC 2008-52	01/22/2021	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/30/20		01/22/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/6/21	BC 2008-52	01/22/2021	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-1/6/21		01/22/2021	23.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 8 Transactions	<u>\$131.68</u>
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 12/1-12/15/20		01/22/2021	4,379.50
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-12/1-12/15/20		01/22/2021	15,641.46
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-November 2020-9 loads-12/14/20	BC 2019-45	01/22/2021	198.00
Account 53950 - Landfill Totals			Invoice 3 Transactions	<u>\$20,218.96</u>
Program 160000 - Main Totals			Invoice 19 Transactions	<u>\$22,255.96</u>
Department 16 - Sanitation Totals			Invoice 19 Transactions	<u>\$22,255.96</u>
Fund 730 - Solid Waste (S6401) Totals			Invoice 19 Transactions	<u>\$22,255.96</u>
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 53130 - Medical				
7642 - Eric Shane Smith	10- reimb for physical for CDL-12/9/20		01/22/2021	100.00



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		Account 53130 - Medical Totals	Invoice 1	\$100.00
			Transactions	
Account 53410 - Liability / Casualty Premiums				
1847 - Hylant of Indianapolis, LLC	10-Hylant Auto Audit 277477		01/22/2021	1,851.00
		Account 53410 - Liability / Casualty Premiums Totals	Invoice 1	\$1,851.00
			Transactions	
Account 53420 - Worker's Comp & Risk				
7607 - Klezmer Maudlin, P.C.	10-noting Joseph Stephens		01/22/2021	20,000.00
		Account 53420 - Worker's Comp & Risk Totals	Invoice 1	\$20,000.00
			Transactions	
		Program 100000 - Main Totals	Invoice 3	\$21,951.00
			Transactions	
		Department 10 - Legal Totals	Invoice 3	\$21,951.00
			Transactions	
		Fund 800 - Risk Management(S0203) Totals	Invoice 3	\$21,951.00
			Transactions	
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
3977 - Cigna Health & Life Insurance Company	12-January 2021 Cigna Dental/Vision \$9,835.02		01/22/2021	2,092.20
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)		01/22/2021	1,055.80
		Account 53990 - Other Services and Charges Totals	Invoice 2	\$3,148.00
			Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart 2021 HSA ER Contribution \$354,559.32		01/06/2021	354,559.32
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$12.04		01/14/2021	12.04
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1313.50		01/15/2021	1,313.50



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Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 3 Transactions	<hr/> \$355,884.86
Program 120000 - Main Totals	Invoice 5 Transactions	<hr/> \$359,032.86
Department 12 - Human Resources Totals	Invoice 5 Transactions	<hr/> \$359,032.86
Fund 801 - Health Insurance Trust Totals	Invoice 5 Transactions	<hr/> \$359,032.86

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17-tires-265/70R195 H Hybrid HD3 (4)-12/22/20	01/22/2021	1,568.56
50605 - Bauer Built, INC	17-tires-11R225 PXYD1 STK (50)-12/22/20	01/22/2021	13,450.00
50605 - Bauer Built, INC	17-tires-315/80R225 L XZUS2 (20)-12/22/20	01/22/2021	13,120.00
50605 - Bauer Built, INC	17-disposal fee 37 tires-12/28/20	01/22/2021	166.50
4693 - Monroe County Tire & Supply, INC	17-#876-tires-LT245/75R17 (4)/tire fee-12/15/20	01/22/2021	713.12
4693 - Monroe County Tire & Supply, INC	17 - #662 Tire repair-12/14/20	01/22/2021	96.30
4693 - Monroe County Tire & Supply, INC	17- #622 tire repair-12/14/20	01/22/2021	1,196.00
4693 - Monroe County Tire & Supply, INC	17-829- tires-LT245/75R17 (4)-12/11/20	01/22/2021	713.12
4693 - Monroe County Tire & Supply, INC	17-865-tires-P225/70R15 (2)-12/10/20	01/22/2021	190.90
4693 - Monroe County Tire & Supply, INC	17-878- tires-225/70R19.5 (4)-12/10/20	01/22/2021	1,021.16
Account 52230 - Garage and Motor Supplies Totals		Invoice 10 Transactions	<hr/> \$32,235.66

Account **52240 - Fuel and Oil**

613 - Hoosier Penn Oil Company, INC	17-blue windshield fluid-12/23/20	01/22/2021	102.24
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612 - Petroleum Traders Corporation	17 - Unleaded fuel for Tank 2 at Henderson-12/3/20	BC 2019-107C	01/22/2021	12,109.63
612 - Petroleum Traders Corporation	17 - Unleaded fuel for tank 1 Henderson St-12/3/20	BC 2019-107C	01/22/2021	12,090.63
349 - White River Cooperative, INC	17-B5 Bio Diesel with winter blend-7,354 gallons-12/16/20	BC 2019-107A	01/22/2021	15,917.00
Account 52240 - Fuel and Oil Totals			Invoice 4 Transactions	<u>\$40,219.50</u>
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17 - #486 OSL repairs to DEF system-12/16/20		01/22/2021	8,596.88
244 - Bloomington Ford, INC	17-stock links-12/11/20		01/22/2021	90.75
244 - Bloomington Ford, INC	17-934- cover-12/15/20		01/22/2021	142.63
244 - Bloomington Ford, INC	17-misc Ford parts-kit-O-ring, fuel regulator-12/18/20		01/22/2021	61.92
244 - Bloomington Ford, INC	17-service "check engine" light on #629-12/24/20		01/22/2021	673.20
941 - Central Indiana Truck Equipment Corporation	17-parts-eye bolt-incl. freight chgs-12/21/20		01/22/2021	70.90
941 - Central Indiana Truck Equipment Corporation	17-parts-30MM prox switch-inc. freight chgs-12/29/20		01/22/2021	145.57
941 - Central Indiana Truck Equipment Corporation	17-parts-handle assy, thrust bearing, eye bolt, washer-12/16/20		01/22/2021	187.30
4335 - Circle Distributing, INC	17-876- turbocharger-12/16/20		01/22/2021	1,345.84
4335 - Circle Distributing, INC	17-parts-water pump, belt, etc.-12/22/20		01/22/2021	128.08
4335 - Circle Distributing, INC	17-credit core return-Inv. 03MV3893-12/22/20		01/22/2021	(310.00)
4335 - Circle Distributing, INC	17-parts-alternator-12/22/20		01/22/2021	328.87
5792 - Clark Truck Equipment Co., INC	17-stock chains WLDT, D667K-12/14/20		01/22/2021	2,706.00
5792 - Clark Truck Equipment Co., INC	17-#494- shaft and bearings-12/28/20		01/22/2021	89.07
4387 - Force America Distributing, LLC	17-stock switches-on-off, rocker, Osio, lighted-12/17/20		01/22/2021	99.99
4046 - Heritage-Crystal Clean, INC	17 - A/F for stock-12/2/20		01/22/2021	409.80



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4044 - Industrial Hydraulics, INC	17 - stock fittings-coupling set, holmbury, thinwall-12/23/20	01/22/2021	1,213.30
455 - Industrial Service & Supply, INC	17-446 -hyd hose and fittings-12/15/20	01/22/2021	53.70
455 - Industrial Service & Supply, INC	17-496 -hyd hose and fittings-12/16/20	01/22/2021	137.29
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, MT-34-12/15/20	01/22/2021	377.54
293 - J&S Locksmith Shop, INC	17-#839 -wheel assy-12/21/20	01/22/2021	204.68
4439 - JX Enterprises, INC	17-445 -speedometer gauge-12/15/20	01/22/2021	315.63
4439 - JX Enterprises, INC	17-431-sensors-nitrogen oxide, temperature-12/17/20	01/22/2021	544.00
4439 - JX Enterprises, INC	17-peterbilt parts-fitting-elbow, seal-grommet, o-ring-12/28/20	01/22/2021	14.65
4439 - JX Enterprises, INC	17-peterbilt parts-screws, o-rings, gasket-connection-12/31/20	01/22/2021	40.88
4439 - JX Enterprises, INC	17-peterbilt parts-tube-turbo oil drain/oil gasket-12/29/20	01/22/2021	52.34
4439 - JX Enterprises, INC	17-peterbilt parts-tube-CPR water inlet/outlet-12/17/20	01/22/2021	74.28
4439 - JX Enterprises, INC	17-peterbilt parts-tube-CPR water outlet-12/21/20	01/22/2021	77.86
4439 - JX Enterprises, INC	17-peterbilt parts-tube-fuel drain-12/30/20	01/22/2021	85.02
4439 - JX Enterprises, INC	17-peterbilt parts-strap assy-PX6/PX8/ISL DPF-12/21/20	01/22/2021	107.40
4439 - JX Enterprises, INC	17-peterbilt parts-valve-ABS modulator-12/21/20	01/22/2021	331.20
4439 - JX Enterprises, INC	17-peterbilt parts-fuel drains, injector fuel supply-12/29/20	01/22/2021	551.05
4439 - JX Enterprises, INC	17-CR returns-elbow, strap assy, sensor-12/23/20	01/22/2021	(630.74)
4439 - JX Enterprises, INC	17-peterbilt parts-sensors, dosing valve, gasket-12/29/20	01/22/2021	819.82
6262 - Koenig Equipment, INC	17-518- spreader-12/22/20	01/22/2021	579.00
680 - NCH Corporation- Partsmaster	17-stock hardware-ring terminals, elbows, cap screws-11/6/20	01/22/2021	337.94
680 - NCH Corporation- Partsmaster	17-stock hardware-washers, cable ties, pins, connectors-12/4/20	01/22/2021	329.06



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680 - NCH Corporation- Partsmaster	17-parts-fuse mcase+32VDC unslotted-12/14/20	01/22/2021	22.77
3286 - Peacetree, INC (PEI Maintenance)	17 - Fuel keys fuel hoses and swivels-12/11/20	01/22/2021	493.69
4626 - Rhomar Industries, INC	17-rust arrest/neutro wash-12/16/20	01/22/2021	5,175.64
4626 - Rhomar Industries, INC	7-lubra-seal-12/28/20	01/22/2021	2,708.95
54351 - Sternberg, INC	17-service-truck-crank/start/no comm w/ECM-12/23/20	01/22/2021	3,121.68
6216 - Terminal Supply, INC	17-parts-female fuse, drill bits, screws-12/16/20	01/22/2021	186.23
6216 - Terminal Supply, INC	17-parts-8" long jump eye to eye-12/16/20	01/22/2021	238.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-stock brake pads-12/14/20	01/22/2021	304.00
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-964- glass door window-12/10/20	01/22/2021	304.10
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-446- rings/washers-12/14/20	01/22/2021	7.44
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-freightliner parts-blower motor assy-12/18/20	01/22/2021	69.99
2096 - West Side Tractor Sales CO.	17-625 -hammer diagnostic-12/16/20	01/22/2021	.60
2096 - West Side Tractor Sales CO.	17-JD parts-oil-12/29/20	01/22/2021	325.28
Account 52320 - Motor Vehicle Repair Totals		Invoice 50 Transactions	<u>\$33,341.07</u>
Account 52420 - Other Supplies			
5792 - Clark Truck Equipment Co., INC	17- conversion kit for the start all generator-10/27/20	01/22/2021	3,125.70
177 - Indiana Oxygen Company, INC	17 - cylinder rental-11/30/20	01/22/2021	162.90
4887 - Mitchell Repair Information Co, LLC	17 - Shopkey subscription 2021	01/22/2021	3,635.09
6441 - Ott Equipment Service, INC	17- light kit for lift-12/2/20	01/22/2021	765.49
480 - Proveli, LLC (Hall Signs, INC)	17 - 10.5 inch City seals for vehicles-12/23/20	01/22/2021	845.00
Account 52420 - Other Supplies Totals		Invoice 5 Transactions	<u>\$8,534.18</u>



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Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	17 - Heaters for the wash bay-12/9/20		01/22/2021	8,550.00
2974 - MacAllister Machinery Co, INC	17 - scissor lift rental for wash bay improvements -11/12/20		01/22/2021	336.00
			Account 53610 - Building Repairs Totals	
			Invoice 2 Transactions	<u>\$8,886.00</u>

Account 53620 - Motor Repairs

4474 - Ken's Westside Service & Towing, LLC	17-towing-Unit #1214-12/30/30		01/22/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-Unit #4231 (front tow)-12/22/20		01/22/2021	485.00
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17 - shop brushes replaced in generator-11/5/20		01/22/2021	50.00
2096 - West Side Tractor Sales CO.	17-625 -hammer diagnostic-12/16/20		01/22/2021	615.00
			Account 53620 - Motor Repairs Totals	
			Invoice 4 Transactions	<u>\$1,200.00</u>

Account 53650 - Other Repairs

3286 - Peacetree, INC (PEI Maintenance)	17 - repairs to the FMU at Adams Street - 12/11/20		01/22/2021	135.72
3286 - Peacetree, INC (PEI Maintenance)	17 - repairs to the diesel pump at Adams Street-12/11/20		01/22/2021	135.72
			Account 53650 - Other Repairs Totals	
			Invoice 2 Transactions	<u>\$271.44</u>

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-12/9/20		01/22/2021	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-12/16/20		01/22/2021	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-12/23/20		01/22/2021	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-12/9/20	BC 2008-52	01/22/2021	16.72
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-12/16/20	BC 2008-52	01/22/2021	35.72
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-12/23/20	BC 2008-52	01/22/2021	16.72



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Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6	\$280.18
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17-title fees-12/10/20	01/22/2021	15.00
3560 - First Financial Bank / Credit Cards	17-title fees-12/4/20	01/22/2021	15.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$30.00
		Transactions	
Program 170000 - Main Totals		Invoice 85	\$124,998.03
		Transactions	
Department 17 - Fleet Maintenance Totals		Invoice 85	\$124,998.03
		Transactions	
Fund 802 - Fleet Maintenance(S9500) Totals		Invoice 85	\$124,998.03
		Transactions	
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-January 2021 Cigna Dental/Vision \$9,835.02	01/22/2021	7,742.82
Account 53990.1241 - Other Services and Charges Vision Totals		Invoice 1	\$7,742.82
		Transactions	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/06/2021	1,038.71
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/06/2021	77.15
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/06/2021	66.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/06/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/06/2021	40.00
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	01/06/2021	74.88



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/07/2021	488.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2021	200.66
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/11/2021	52.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/11/2021	880.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/11/2021	216.30
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2021	149.96
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/14/2021	956.72
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/15/2021	56.28

Account **53990.1271 - Other Services and Charges Section 125 - URM- City Totals**

Invoice 14
Transactions \$4,308.26

Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**

17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	01/06/2021	2,280.00
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Account **53990.1272 - Other Services and Charges Section 125 - DDC- City Totals**

Invoice 1
Transactions \$2,280.00

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/06/2021	22.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/06/2021	356.51
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/06/2021	15.05
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/07/2021	56.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2021	6.73
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/11/2021	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/11/2021	191.76
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/11/2021	6.44



Board of Public Works Claim Register

Invoice Date Range 01/06/21 - 01/22/21

17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical Utilities	01/12/2021	450.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2021	481.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/15/2021	325.45
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 11	\$1,932.15
		Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	01/14/2021	23,099.01
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	\$23,099.01
		Transactions	
Program 120000 - Main Totals		Invoice 28	\$39,362.24
		Transactions	
Department 12 - Human Resources Totals		Invoice 28	\$39,362.24
		Transactions	
Fund 804 - Insurance Voluntary Trust Totals		Invoice 28	\$39,362.24
		Transactions	
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016D - 2016 D Multi Use Paths			
Account 54310 - Improvements Other Than Building			
16 - Butler, Fairman & Seufert, INC	13-Rogers/Winslow/Henderson multi-use path- BC 2019-87	01/22/2021	24,106.94
		11/1-11/30/20	
Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$24,106.94
		Transactions	
Program 06016D - 2016 D Multi Use Paths Totals		Invoice 1	\$24,106.94
		Transactions	
Department 06 - Controller's Office Totals		Invoice 1	\$24,106.94
		Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals		Invoice 1	\$24,106.94
		Transactions	
Grand Totals		Invoice 306	\$2,755,116.34
		Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/22/2021					2,755,116.34
					<u>2,755,116.34</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 2,755,116.34

Dated this 19th day of January year of 2021.

Dana Palazzo President

Beth H. Hollingsworth Vice President

Kyla Cox Deckard Secretary

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

Fiscal Office_____