

Board of Public Works Meeting
March 16, 2021



Topic: Board of Public Works

Time: Mar 16, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/97947805221?pwd=bGhET2Z0OWk0WU41OXdWN1dMSmVWQT09>

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AGENDA
BOARD OF PUBLIC WORKS
March 16, 2021

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, March 16, 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. CONSENT AGENDA

1. Approval of Minutes – March 02, 2021
2. Approve Resolution 2021-03 Declaration of ITS Surplus.
3. Approve Resolution 2021-04 Declaration of Sanitation Surplus
4. Approve 2021 Blanket Noise Permit for Parks and Recreation Community Events
5. Approve Noise Permit for 40 Days for Life Rally
6. Resolution 2021-05: Approve New Mobile Vendor in Public Right-of-Way (Cup of Joy, LLP)
7. Approve Title VI Abatement Contract
8. Approve Walnut Street Garage Emergency Work on Elevator Door by Otis Elevator
9. Approve Renewal #2 of the Sidewalk Repair Assistance Program with Brad Gilliland Excavating, Inc.
10. Approve Supplemental Agreement for Lucity Asset Management Software for Fleet
11. Approval of Payroll

IV. NEW BUSINESS

1. Approve Change Order #4 for the Winslow-Henderson Path and Intersection Improvements Project
2. Approve Change Order #2 for the Downtown Alleys Project
3. Approve Award Construction Contract with E&B Paving, LLC for the 17th & Dunn Intersection Improvements Project
4. Approve Award Construction Contract with Crider & Crider, Inc., for the East Discovery Parkway Roadway Resurface and Path Project
5. Approve Tree Removal Agreement with Monroe, LLC for the Jackson Creek Trail Tree Removal Project
6. Approve Construction Inspection Contract with Shrewsberry & Associates LLC for the Discovery Parkway Project
7. Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Downtown Curb Ramps Project, Phase III
8. Approve Extension of Resolution 2020-28: Kirkwood Seating Encroachments

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, March 02, 2021, at 5:30 pm virtually through Zoom. Dana Palazzo presiding.

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

Present: Dana Palazzo
Beth H. Hollingsworth
Kyla Cox Deckard

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Patrick Dierkes – Engineering
Matt Smethurst – Engineering

Beth H. Hollingsworth thanked the crews for the amazing clean-up and filling the pot-holes after the snow. Cox Deckard expressed her gratitude to the Sanitation crews for trying to make everything work after the week that was missed because of the weather.

**MESSAGES FROM
BOARD MEMBERS**

**PETITIONS AND
REMONSTRANCES**

1. **Approval of Minutes – February 16, 2021**
2. **Approve Renewal of Service Agreement with Indiana Door & Hardware**
3. **Approve Renewal of CE Solutions, Inc.**
4. **Approve Service Agreement with Ann Kriss, LLC**
5. **Approve Renewal of Service Agreement with KONE, Inc.**
6. **Approval of Payroll**

CONSENT AGENDA

Board Comments: None

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

Matt Smethurst, Engineering, presented Approve Change Order #9 for the West 17th Street Reconstruction Project. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to Approve Change Order #9 for the West 17th Street Reconstruction Project. Cox Deckard seconded.

Patrick Dierkes, Engineering, presented Approve Public Improvements Bond for Trinitas Development at 1550 N. Arlington Park Drive. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to Approve Public Improvements Bond for Trinitas Development at 1550 N. Arlington Park Drive. Cox Deckard seconded. Motion is passed.

Wason wanted to thank the crews again for all of their hard work the previous week. He also reminded everyone to get their COVID vaccination if it's available to them.

Cox Deckard made a motion to approve claims in the amount of \$4,818,615.49. Hollingsworth seconded. Motion is passed.

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

Accepted By:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:

NEW BUSINESS
**Approve Change Order #9
for the West 17th Street
Reconstruction Project**

**Approve Public
Improvements Bond for
Trinitas Development at
1550 N. Arlington Park
Drive**

**STAFF REPORTS AND
OTHER BUSINESS**

APPROVAL OF CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of Bloomington – Information & Technology Services

Staff Representative: Rick Dietz

Date: March 16, 2021

Report:

The Department of Information & Technology Services has a large stock of computer equipment and peripheral's that are inoperable or donateable and recyclable.

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These identified March 2021 items are provided for the Exhibit to Resolution 2021-03: Recycle Lot 21 City Hall; Recycle – BPD Lot 19; and Donation Lot 21 City Hall.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of these inoperable and/or outdated devices is less than five thousand dollars (\$5,000).

Recommend **Approval** **Denial by: Rick Dietz**

IT Department

Donation 21 - 2020

Lot ID: 45 Date: 08/13/2020 Donation

Donation Items List

| Asset ID | Asset No. | Serial No. | Name | Category | Installed Date | Date | Organization |
|----------|-----------|--------------------|-----------------------|-----------------|----------------|------------|--|
| 6585 | 1600884A | | juk1600884A | Docking Station | | 02/24/2021 | ServeIT |
| 3138 | 1601260A | 4079260700536 | PLN1601260A | Docking Station | | 02/24/2021 | ServeIT |
| 4360 | 1601017E | | ROS1601017E | Docking Station | | 02/24/2021 | ServeIT |
| 6584 | 140368 | | its140368 | | | 02/24/2021 | ServeIT |
| 3071 | 140390A | 310885649003320590 | CLK140390A | Docking Station | | 02/24/2021 | ServeIT |
| 6205 | 120125 | | BTR120125 | Laptop | 10/30/2012 | 02/22/2021 | ServeIT |
| 6581 | 140145 | | ueg140145 | Laptop | | 02/22/2021 | ServeIT |
| 673 | 140370 | 2HJ1Q12 | thr140370 | Laptop | 04/08/2015 | 02/22/2021 | ServeIT |
| 6582 | 090015 | | its090015 | Monitor | | 02/22/2021 | ServeIT |
| 6583 | 080315 | | its080315 | Monitor | | 02/22/2021 | ServeIT |
| 4899 | 140374 | D7J1Q12 | san140374 | Laptop | 12/18/2014 | 02/18/2021 | ServeIT |
| 1489 | 1525010h | F0WJ062 | fad1525010h | Laptop | 09/10/2015 | 02/18/2021 | Monroe County Community School Corporation |
| 1464 | 1525013a | 94Q2062 | prs1525013a | Laptop | 09/09/2015 | 02/18/2021 | Monroe County Community School Corporation |
| 3093 | 1500590A | 8kk1132 | HND1500590A | Laptop | | 02/18/2021 | ServeIT |
| 1479 | 1524800a | 1HSVX52 | pln1524800a | Laptop | 08/31/2015 | 02/18/2021 | Monroe County Community School Corporation |
| 792 | 130121 | FHW9JX1 | hrd130121 | Laptop | 02/27/2013 | 02/18/2021 | ServeIT |
| 3958 | 1525665 | 29097314030 | CLK1525665 | Laptop | | 02/18/2021 | Monroe County Community School Corporation |
| 1131 | 130557 | HQN9YY1 | hrd130557 | Laptop | 08/07/2015 | 02/18/2021 | ServeIT |
| 1724 | 140180 | JTYW12 | blu140180 | Desktop | 05/08/2013 | 02/10/2021 | ServeIT |
| 1738 | 140160 | BJTHX12 | blu140160 | Desktop | 05/08/2013 | 02/10/2021 | ServeIT |
| 926 | 140179 | JTV0X12 | blu140179 | Desktop | 05/08/2013 | 02/10/2021 | ServeIT |
| 995 | 1550117f | 3BDBF42 | uad1550117f | Desktop | 07/10/2015 | 02/10/2021 | ServeIT |
| 6548 | 1525203g | 6Y87282 | BTR1525203g | Desktop | | 02/10/2021 | ServeIT |
| 4465 | 1525010G | | f5x1525010G | Desktop | | 02/10/2021 | ServeIT |
| 2086 | 1600480d | G40BFB2 | fhq1600480d | Desktop | 04/15/2016 | 02/10/2021 | ServeIT |
| 4292 | 1600480c | | FHQ1600480c | Desktop | | 02/10/2021 | ServeIT |
| 1649 | 1525013f | 1WYRV52 | prs1525013f | Desktop | 10/02/2015 | 02/10/2021 | ServeIT |
| 3416 | 140206 | | its140206 | Desktop | | 02/10/2021 | ServeIT |
| 1861 | 1525330 | D88039A30862 | dhcp-cityhall-100-106 | HttpDevice | 11/05/2015 | 02/10/2021 | ServeIT |
| 1597 | 140181 | JTVBW12 | blu140181 | Desktop | 05/08/2013 | 02/10/2021 | ServeIT |
| 4194 | 1600480B | | f2x1600480B | Desktop | | 02/10/2021 | ServeIT |
| 4188 | 1525010D | | f2x1525010D | Desktop | | 02/10/2021 | ServeIT |
| 1922 | 1525010i | DS5TV52 | fhq1525010i | Desktop | 11/24/2015 | 02/10/2021 | ServeIT |
| 153 | 140173 | JTV2X12 | utd140173 | Desktop | 05/08/2013 | 02/05/2021 | ServeIT |
| 1253 | 1524576g | 523LR52 | cfr1524576g | Desktop | 07/31/2015 | 02/05/2021 | ServeIT |
| 708 | 1504093 | 6320D42 | str1504093 | Desktop | 04/30/2015 | 02/05/2021 | ServeIT |
| 3914 | 1550117A | | UEG1550117A | Desktop | | 02/05/2021 | ServeIT |
| 2453 | 1601704d | JKY1TD2 | hrd1601704d | Desktop | 12/14/2016 | 02/05/2021 | ServeIT |
| 1840 | 1525203e | 10.71.100.25 | 10.71.100.25 | HttpDevice | 12/08/2015 | 02/05/2021 | ServeIT |
| 513 | 140188 | JTV5W12 | utd140188 | Desktop | 05/08/2013 | 02/05/2021 | ServeIT |
| 2055 | 1600969b | 1GR5KB2 | prs1600969b | Desktop | 03/30/2016 | 02/05/2021 | ServeIT |
| 4540 | 130586 | | DIL130586 | Desktop | | 02/05/2021 | ServeIT |
| 156 | 140192 | JTV8W12 | utd140192 | Desktop | 05/08/2013 | 02/05/2021 | ServeIT |
| 1051 | 1524519b | 525KR52 | pln1524519b | Desktop | 07/14/2015 | 02/05/2021 | ServeIT |
| 1173 | 1550117d | 3BD7F42 | ueg1550117d | Desktop | 07/08/2015 | 02/05/2021 | ServeIT |
| 2359 | 1601224b | BB64QD2 | ash1601224b | Desktop | 08/24/2016 | 02/05/2021 | ServeIT |
| 5890 | 1525203i | 6Y8B282 | btr1525203i | Desktop | 10/26/2015 | 02/05/2021 | ServeIT |
| 1684 | 1525013d | 1WXTV52 | prs1525013d | Desktop | 10/05/2015 | 02/05/2021 | ServeIT |
| 4463 | 1525010F | | f3x1525010F | Desktop | | 02/05/2021 | ServeIT |
| 1578 | 1525010w | DS4SV52 | otm1525010w | Desktop | 09/25/2015 | 02/05/2021 | ServeIT |
| 4460 | 1525010E | | f3x1525010E | Desktop | | 02/05/2021 | ServeIT |
| 1570 | 1525010k | DS5VV52 | juk1525010k | Desktop | 11/17/2015 | 02/05/2021 | ServeIT |
| 1652 | 1525010v | DS5RV52 | juk1525010v | Desktop | 10/02/2015 | 02/05/2021 | ServeIT |
| 1534 | 1525010q | DS4QV52 | its1525010q | Desktop | 09/25/2015 | 02/05/2021 | ServeIT |
| 839 | 140156 | BJSHX12 | ueg140156 | Desktop | 05/08/2013 | 02/05/2021 | ServeIT |
| 1590 | 1525013k | 1WXS52 | thr1525013k | Desktop | 09/28/2015 | 02/05/2021 | ServeIT |

| | | | | | | | |
|------|----------|--------------|--------------|----------------|------------|------------|---------|
| 3021 | 090021 | | ITS090021 | NetworkPrinter | | 02/05/2021 | ServeIT |
| 3023 | 110313 | | ITS110313 | NetworkPrinter | | 02/05/2021 | ServeIT |
| 1361 | 1600883c | CRDCJB2 | pln1600883c | Desktop | 05/08/2013 | 02/05/2021 | ServeIT |
| 3750 | 140184 | | UTD140184 | Desktop | | 02/05/2021 | ServeIT |
| 1049 | 1524576n | 522KR52 | pln1524576n | Desktop | 07/14/2015 | 02/05/2021 | ServeIT |
| 1838 | 1525203d | 10.71.100.18 | 10.71.100.18 | HttpDevice | 10/29/2015 | 02/05/2021 | ServeIT |

IT Department

Recycle 19 - 2019 BPD

Lot ID: 41 Date: 02/28/2020 Recycle

Recycle Items List

| Asset ID | Asset No. | Serial No. | Name | Category | Division | Date | Recycle Location |
|----------|-----------|--------------|--------------------------------|-----------------------|-------------------|------------|-----------------------|
| 6593 | | C28006162 | BFD Ricoh Aficio MP C3502 | Copier | Fire | 02/25/2021 | Recycle 19 - 2019 BPD |
| 6592 | 14999r | | 14999r | TV | Dispatch | 02/25/2021 | Recycle 19 - 2019 BPD |
| 6591 | 14999t | | 14999t | TV | Dispatch | 02/25/2021 | Recycle 19 - 2019 BPD |
| 6590 | 14999s | | 14999s | TV | Dispatch | 02/25/2021 | Recycle 19 - 2019 BPD |
| 4068 | 100384 | A7LMTF136476 | por100384 | LCD 2 | Dispatch | 03/06/2020 | Recycle 19 - 2019 BPD |
| 4105 | 090392 | | POT090392 | Monitor | | 03/04/2020 | Recycle 19 - 2019 BPD |
| 6445 | 030015 | | projector | Projector | | 03/04/2020 | Recycle 19 - 2019 BPD |
| 4104 | 110305 | | ITS110305 | Copier | IT | 03/04/2020 | Recycle 19 - 2019 BPD |
| 6446 | 090064 | | Monitor | Monitor | Police | 03/04/2020 | Recycle 19 - 2019 BPD |
| 4095 | 060184 | | POT060184 | Monitor | | 03/04/2020 | Recycle 19 - 2019 BPD |
| 6443 | 150001U | | UPS | UPS | | 02/28/2020 | Recycle 19 - 2019 BPD |
| 4002 | 100381 | A7LMTF135463 | its100381 | LCD 2 | IT | 02/28/2020 | Recycle 19 - 2019 BPD |
| 4000 | 100373 | A7LMTF135490 | its100373 | LCD 1 | IT | 02/28/2020 | Recycle 19 - 2019 BPD |
| 4551 | 130491 | | TRA130491 | UPS | Traffic | 02/28/2020 | Recycle 19 - 2019 BPD |
| 6437 | | | Box of Cables/Wires (Lot 19-B) | Other | | 02/28/2020 | Recycle 19 - 2019 BPD |
| 6438 | | | Box of Cables/Wires (Lot 19-C) | Other | | 02/28/2020 | Recycle 19 - 2019 BPD |
| 6439 | | | Box of Keyboards (Lot 19-D) | Keyboard | | 02/28/2020 | Recycle 19 - 2019 BPD |
| 6440 | | | Box of microphones (Lot 19-E) | Other | | 02/28/2020 | Recycle 19 - 2019 BPD |
| 4329 | 140214A | | FHQ140214A | Projector | Fire | 02/28/2020 | Recycle 19 - 2019 BPD |
| 6441 | 1704193E | | 1704193E | Other | | 02/28/2020 | Recycle 19 - 2019 BPD |
| 6442 | 1805298 | | Label Printer | Other | Police Detectives | 02/28/2020 | Recycle 19 - 2019 BPD |
| 3734 | 040002 | | ITS040002 | Wireless Access Point | IT | 02/28/2020 | Recycle 19 - 2019 BPD |
| 3971 | 120221 | | POD120221 | UPS | Detectives | 02/28/2020 | Recycle 19 - 2019 BPD |
| 3978 | 110148 | | POD110148 | UPS | Detectives | 02/28/2020 | Recycle 19 - 2019 BPD |
| 6436 | | | Box of Cables/Wires (Lot 19-A) | Other | | 02/28/2020 | Recycle 19 - 2019 BPD |

IT Department

Recycle 21 - 2020

Lot ID: 44 Date: 08/13/2020 Recycle

Recycle Items List

| Asset ID | Asset No. | Serial No. | Name | Category | Division | Date | Recycle Location |
|----------|-----------|---------------|-------------------------------|-----------------|------------------------------------|------------|-------------------|
| 1871 | 120051 | 10.100.200.18 | Communications Office Printer | NetworkPrinter | | 02/24/2021 | Recycle 21 - 2020 |
| 3089 | 1524839H | CQYES2001401 | HND1524839H | UPS | HAND | 02/24/2021 | Recycle 21 - 2020 |
| 3317 | 1502371 | | LGL1502371 | UPS | Legal | 02/24/2021 | Recycle 21 - 2020 |
| 3168 | 1503235 | CQYEN2000779 | PLN1503235 | UPS | Planning | 02/24/2021 | Recycle 21 - 2020 |
| 3518 | 030632 | JB0332023966 | cnt030632 | UPS | Controller | 02/24/2021 | Recycle 21 - 2020 |
| 4452 | 040234 | | ASH040234 | NetworkPrinter | Animal Shelter | 02/24/2021 | Recycle 21 - 2020 |
| 6588 | 1703828 | | clk1703828G | Docking Station | Council Office | 02/24/2021 | Recycle 21 - 2020 |
| 6587 | 1703926b | | hrd1703926b | Docking Station | Employee Services | 02/24/2021 | Recycle 21 - 2020 |
| 6586 | 1703711a | | otm1703711a | Docking Station | Office of the Mayor | 02/24/2021 | Recycle 21 - 2020 |
| 3806 | 130023 | | UAD130023 | LCD 1 | Administration | 02/22/2021 | Recycle 21 - 2020 |
| 2781 | 090429 | 7PBK3L1 | its090429 | Laptop | IT | 02/18/2021 | Recycle 21 - 2020 |
| 2287 | 1600883a | 45PFGC2 | clk1600883a | Laptop | Council Office | 02/18/2021 | Recycle 21 - 2020 |
| 5352 | 1805419N | | ESD1805419N | | Economic & Sustainable Development | 02/04/2021 | Recycle 21 - 2020 |
| 3837 | 15024780 | | UAD15024780 | UPS | Administration | 11/06/2020 | Recycle 21 - 2020 |
| 3279 | 100460 | AALMTF051472 | pws100460 | LCD 1 | Public Works | 09/25/2020 | Recycle 21 - 2020 |
| 3086 | 070343 | | HND070343 | NetworkPrinter | HAND | 08/25/2020 | Recycle 21 - 2020 |

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-03**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Information & Technology Services Department (“ITS”) purchases and provides equipment for City Departments including, but not limited to, computers, computer hard drives, keyboards, monitors, and other computer accessories, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City Departments, and ITS provides those Departments with new replacement equipment; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property; and

WHEREAS, this equipment is identified in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, ITS has assessed the value of this equipment contained in Exhibit A to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Exhibit A for a sale or transfer, ITS believes that these costs exceed the value of the equipment; and

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
2. The value of the equipment contained in the Exhibit is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.

4. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, offered for recycling, donated or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of March, 2021.

BOARD OF PUBLIC WORKS

Dana Palazzo, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services



Board of Public Works Staff Report

| | |
|-----------------------------------|---|
| Project/Event: | Declaration of Obsolete Yard Waste Magnets as Surplus Property |
| Petitioner/Representative: | Sanitation Division of Public Works Department |
| Staff Representative: | Rhea Carter |
| Meeting Date: | 3/16/2021 |

The Sanitation Division has a large number of 2020 yard waste magnets that are obsolete and are of no use to the City. The Board of Public Works can declare the magnets to be surplus property and authorize their disposal by transfer or donation. The Sanitation Division would like the Board to declare the magnets as surplus property and allow them to be donated to Monroe County Solid Waste. Monroe County Solid Waste works with schools, and the children paint the magnets and use them in creating artwork

Staff is supportive of the request.

Recommend **Approval** **Denial by** Rhea Carter

**BOARD OF PUBLIC WORKS
RESOLUTION 21-04**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the Sanitation Division of the City's Public Works Department annually distributes yard waste magnets to provide a schedule and instructions for disposition of yard waste; and

WHEREAS, the magnets have a one year life cycle; and

WHEREAS, the Sanitation Division has a large number of 2020 yard waste magnets which it wishes to dispose of or donate as surplus personal property; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter "Board of Public Works") may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, the Sanitation Division has assessed the value of this equipment to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, the Sanitation Division believes the cost of organizing and conducting a sale exceeds the value of the equipment; and

WHEREAS, the Sanitation Division wishes to donate the 2020 yard waste magnets to the Monroe County Solid Waste, as they work with schools, and the children paint and create artwork with the magnets.

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. The 2020 yard waste stickers are hereby declared to be surplus personal property.
2. The value of these stickers is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.
4. The 2020 yard waste stickers can be donated to the Monroe County Solid Waste.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 16th day of March, 2021.

BOARD OF PUBLIC WORKS

Dana Palazzo, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

Attest: _____
Rhea Carter, Director
Sanitation Division of Public Works Dept.



Board of Public Works Staff Report

Project/Event: Noise Permits for 2021 Parks Events

Petitioner/Representative: Bloomington Parks and Recreation Department

Staff Representative: April Rosenberger

Meeting Date: March 16, 2021

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Parks and Recreation Department is requesting noise permits for their Concert Performance Series, Movie Series and other special events in 2021. In your packet is a list of all of the events covered under this request.

These are great community events that are free and open to the general public and staff supports the request.

Approval by: April Rosenberger

City of Bloomington Parks and Recreation Department Request for noise permits for 2021 list of events

Nature Sounds

Location Varies – 6:00 pm – 8:00 pm

4/23/2021 at Rev. Ernest Butler Park

5/21/2021 at Olcott Park

6/11/2021 at Winslow Woods Park

Earth Day Celebration

Southeast Park – 8:00 AM – 6:00 PM

4/22/2021

Peoples Park Concert Series

Peoples Park – Thursdays from 4:00 pm – 6:00 pm

5/13/2021 | 7/15/2021

5/20/2021 | 7/22/2021

5/27/2021 | 7/29/2021

6/3/2021 | 8/5/2021

6/10/2021 | 8/12/2021

6/17/2021 | 8/19/2021

6/24/2021 | 8/26/2021

7/1/2021 | 9/2/2021

7/8/2021 | 9/9/2021

Strawberry Shortcake Festival

Monroe County Courthouse Concert – 10:00 am – 6:00 pm

6/10/2021

Summer Solstice Celebration

Switchyard Park Pavilion Lawn- 1:00 pm – 8:00 pm

6/20/2021

Performing Arts Series: Happy Hour on the Lawn

Switchyard Park- Pavilion Lawn – 4:00 pm – 8:00 pm

6/4/2021

6/18/2021 – This one will be at the Dog Park at Switchyard

6/25/2021

Rain date: 7/2/2021

Performing Arts Series: Switchyard Park Concerts

Switchyard Park Main Stage – 4:30 pm – 9:00 pm

7/9/2021

7/23/2021

8/6/2021

8/13/2021

8/27/2021

Performing Arts Series: Sundays at Bryan Park

Bryan Park – 4:30 pm – 9:00 pm

6/27/2021

7/11/2021

7/25/2021

8/8/2021

8/22/2021

Rain date: 6/18/2021

Rain date: 8/1/2021

Rain date: 8/15/2021

An Evening with the Bloomington Symphony Orchestra

Waldron, Hill, and Buskirk Park – 6:30 pm – 8:30 pm

8/29/2021

Movies in the Parks

Location Varies – 7:00 pm – 11:59 pm

6/19/2021 in Bryan Park

7/10/2021 in Bryan Park

7/30/2021 in Bryan Park

8/20/2021 in Bryan Park

9/10/2021 in Bryan Park

10/1/2021 in Switchyard Park

Rain date: 10/2/2021 in Bryan Park

Other Events:

Bloomington Community Farmers' Market

Showers Plaza from 8:00 am – 1:00 pm (April- September) 9:00 am – 1:00 pm (October- November)

Every Saturday April- November

Tuesday Market

Switchyard Park – Tuesdays, June- September from 4:00 PM – 8:00 PM

6/1/2021 | 8/3/2021

6/8/2021 | 8/10/2021

6/15/2021 | 8/17/2021

6/22/2021 | 8/24/2021

6/29/2021 | 8/31/2021

7/6/2021 | 9/7/2021

7/13/2021 | 9/14/2021

7/20/2021 | 9/21/2021

7/27/2021 | 9/28/2021

Touch a Truck

Winslow Sports Park – 9:00 am-3:00 pm

6/9/2021

Rain date: 6/10/2021

Kids Triathlon

Bryan Park- 9:00 am- 11:00 am

7/17/2021

Duck Dodge and Throw Dodgeball Tournament

Olcott Park- 10:00 am – 2:00 pm

7/17/2021

Children's Expo

Switchyard Pavilion and Pavilion Lawn- 12:00 pm – 4:30 pm

7/24/2021

Drool in the Pool

Mills Pool – 4:30 pm – 9:00 pm

8/4/2021

8/5/2021

Slip 'n' Foam

Reverend Ernest D. Butler Park – 9:00 am – 3:30 pm

8/7/2021

Junk in the Trunk

Switchyard Park– 7:00 am - 1:30 pm

8/21/2021

Splash & Glow Dance Party

Switchyard Park Spray Pad – 6:00 pm – 10:00 pm

9/16/2021

Bird Fest

Switchyard Park- 8:00 am – 6:00 pm

9/18/21

Glow in the Park

Switchyard Park- Main Stage – 5:30 pm – 11:30 pm

9/18/2021

An Evening with the Bloomington Community Band

Switchyard Park – 6:30 pm – 8:30 pm

9/19/2021

50+ Expo

Switchyard Park Pavilion and Pavilion Lawn- 2:00 pm – 6:00 pm

9/22/2021

Bug Fest

Switchyard Park- 8:00 am – 6:00 pm

10/2/21

Dearly Departed Cemetery Tours

Rose Hill Cemetery - 5:00 pm – 10:00 pm

10/16/2021 & 10/17/2021

Bloomington Pumpkin Launch

Monroe County Fairgrounds – 10:00 am – 4:00 pm

10/23/2021

Festival of Ghost Stories

Bryan Park – 6:00 pm – 9:00 pm

10/29/2021

Veterans Day 5K

Switchyard Park – 8:00 AM – 12:00 PM

11/6/2021

Holiday Market

401 N. Morton St., Showers Plaza – 7:00 am – 5:00 pm

11/27/2021



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

| | | | |
|--------------------------|---|--|---|
| Name of Event: | Various Bloomington Parks and Recreation Events | | |
| Location of Event: | Varies- See Attached | | |
| Date of Event: | Varies- See Attached | Time of Event: | Start: Varies |
| Calendar Day of Week: | Varies- See Attached | | End: Varies |
| Description of Event: | Concerts, Movies, Farmers' Market, Community Events, etc. Includes Bloomington Community Farmers' Market, Reverse Fourth of July Parade, Performing Arts Series, Peoples Park Concert Series, etc. See Attached list for the full list of events. | | |
| Source of Noise: | <input checked="" type="checkbox"/> Live Band | <input checked="" type="checkbox"/> Instrument | <input checked="" type="checkbox"/> Loudspeaker |
| | | | Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this a Charity Event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If Yes, to Benefit: | |

Applicant Information

| | | | |
|-------------------|---|---------------|----------------------|
| Name: | Crystal Ritter | | |
| Organization: | Bloomington Parks and Recreation | Title: | Community Events Coo |
| Physical Address: | 401 N. Morton St., Suite 250, Bloomington, IN 47402 | | |
| Email Address: | ritterc@bloomington.in.gov | Phone Number: | 812-349-3962 |
| Signature: | | Date: | 3/11/21 |

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

| | |
|-------------------------|---------------------------------------|
| _____ | _____ |
| Dana Palazzo, President | Beth H. Hollingsworth, Vice-President |
| _____ | _____ |
| Date | Kyla Cox Deckard, Secretary |



Board of Public Works Staff Report

Project/Event: 40 Days for Life Rally

Petitioner/Representative: Dale Siefker

Staff Representative: April Rosenberger

Meeting Date: March 16, 2021

Event Date: March 27, 2021

Dale Siefker wishes to hold a 40 Days Prayer for Life Rally on Saturday, March 27 from 6:00 p.m. to 7:30 p.m. Mr. Siefker and his group wish to hold a rally in front of 421 S. College Avenue within the public right of way and utilize amplified sound.

Approval by April Rosenberger



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

| | | | |
|--------------------------|--|-------------------------------------|---|
| Name of Event: | 40 Days for Life Rally | | |
| Location of Event: | 421 S College Avenue | | |
| Date of Event: | 3-27-21 | Time of Event: | Start: 6:00 pm |
| Calendar Day of Week: | Saturday | | End: 7:30 pm |
| Description of Event: | We will be praying in the public right of way. We will have a microphone and speakers to lead prayers. | | |
| Source of Noise: | <input type="checkbox"/> Live Band | <input type="checkbox"/> Instrument | <input checked="" type="checkbox"/> Loudspeaker |
| | | | Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this a Charity Event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If Yes, to Benefit: | |

Applicant Information

| | | | |
|-------------------|--|---------------|--------------|
| Name: | Dale Siefker | | |
| Organization: | N/A | Title: | N/A |
| Physical Address: | 8028 W. St. Rd. 48, Bloomington, In. 47404 | | |
| Email Address: | daleearl.siefker@gmail.com | Phone Number: | 812 278 1017 |
| Signature: | | Date: | 3-1-21 |

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-05

Petitioner/Representative: Elizabeth Tragesser, Owner of Cup of Joy, LLP

Staff Representative: Marnina Patrick

Meeting Date: March 16, 2021

Cup of Joy, LLP, by its owner Elizabeth Tragesser, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling drinks and prepackaged foods.

This application is for six months.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Marnina Patrick



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

| | | |
|-------------------|-----------------------|----------------------------|
| Name: | Elizabeth Tragesser | |
| Title/Position: | Owner | |
| Date of Birth: | 08/22/1983 | |
| Address: | 7020 E St. Rd 45 | |
| City, State, Zip: | Bigt, IN 47408 | |
| E-Mail Address: | eftragesser@gmail.com | |
| Phone Number: | | Mobile Phone: 812-272-7582 |

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

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

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

4. Company Information

| | | | |
|------------------------|---|--|---|
| Name of Employer: | Cup of Joy | | |
| Address of Employer: | 7020 E St. Rd. 45 | | |
| City, State, Zip: | Bloomington, IN 47408 | | |
| Employment Start Date: | | End Date (If known): | |
| Phone Number: | 812-272-7582 | | |
| Website / Email: | cupofjoyfoodtruck@gmail.com | | |
| Company is a: | <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> N/A Partnership |
| | | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Other: |

5. Company Officer Information

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

| Name | Address |
|-----------------|-------------------------------------|
| Amber Parker | 5115 S. College Dr. Blgtn, IN 47403 |
| Logan Parker | 5115 S. College Dr. Blgtn, IN 47403 |
| Brady Tragesser | 7020 E St. Rd. 45 Blgtn, IN 47408 |
| | |
| | |
| | |
| | |
| | |

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

| | |
|---|------------|
| Date of incorporation or organization: | 09/13/2020 |
| State of incorporation or organization: | Indiana |
| (If Not Indiana) Date qualified to transact business in state of Indiana: | |

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

| | | |
|---|--|---|
| Planned hours of operation: | | Varies |
| Place or places where you will conduct business (If private property, attach written permission from property owner): | | Pomp's Tire Service 3951 S. Walnut Blgtn, IN 47401 Varies |
| Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. | | Please Attach |
| Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked? | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (If Yes) Provide details | | N/A |

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

| | | |
|---|-------------------------------------|---|
| ✓ | <input type="checkbox"/> | A copy of the Indiana registration for the vehicle |
| ✓ | <input checked="" type="checkbox"/> | Copy of a valid driver's license |
| ✓ | <input checked="" type="checkbox"/> | Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license |
| | <input checked="" type="checkbox"/> | Proof of an independent safety inspection of all vehicles to be used in the business |
| ✓ | <input type="checkbox"/> | Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate |
| ✓ | <input checked="" type="checkbox"/> | Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. |
| ✓ | <input checked="" type="checkbox"/> | A copy of the business's registration with the Indiana Secretary of State. |
| ✓ | <input checked="" type="checkbox"/> | A copy of the Employer ID number |
| ✓ | <input checked="" type="checkbox"/> | A signed copy of the Prohibited Location Agreement |
| ✓ | <input checked="" type="checkbox"/> | A signed copy of the Standards of Conduct Agreement |
| ✓ | <input type="checkbox"/> | Fire inspection (if required) |
| ✓ | <input type="checkbox"/> | Picture of truck or trailer |
| | <input checked="" type="checkbox"/> | Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler |

For City Of Bloomington Use Only

| | | | |
|------------------------------|---------------------------------|------------------------------|-----------------------------|
| Date Received: 03-10-2021 | Received By: Marnina Patrick | Date Approved: 03-10-2021 | Approved By: Larry Allen |
|------------------------------|---------------------------------|------------------------------|-----------------------------|



State Form 48099 (R5/7-17)
 Approved by State Board of
 Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

| | | | | | | | | | | | | | |
|----------------------------------|------------|-------------------|------------|-------------|------------------|-------------------|---------------|-------------------------------|--------|-------|------|-------|-------------|
| CLASS | AGE | ISSUE DATE | PUR DATE | COUNTY | TP | PL YR | PLATE | PL TP | WEIGHT | PR YR | LS | TYPE | PRIOR YR PL |
| | | 10/24/2020 | 10/15/2020 | 53 - MONROE | N | 20 | 3025610 | GP | 3 | | N | | |
| EXPIRATION DATE | | MUNICIPALITY | | | VEHICLE YEAR | MAKE | MODEL | VEHICLE IDENTIFICATION NUMBER | | | TYPE | COLOR | |
| 11/14/2021 | | NONE OF THE ABOVE | | | 2014 | ATL | AU6 | 5HCKU1210EE030842 | | | TR | BLK/ | |
| CURRENT YEAR TAX | VEH EX TAX | EX CREDIT | DAV CREDIT | NET EX TAX | CO. WHEEL/EX TAX | MUN. WHEEL/EX TAX | STATE REG FEE | ADMIN FEE | TOTAL | | | | |
| | 8.00 | 0.00 | 0.00 | 8.00 | 10.00 | 0.00 | 16.35 | 0.00 | 34.35 | | | | |
| PRIOR YEAR TAX | VEH EX TAX | EX CREDIT | DAV CREDIT | NET EX TAX | CO. WHEEL/EX TAX | MUN. WHEEL/EX TAX | STATE REG FEE | ADMIN FEE | TOTAL | | | | |
| | 0.67 | 0.00 | 0.00 | 0.67 | 10.00 | 0.00 | 0.00 | 0.00 | 10.67 | | | | |
| REGISTRATION LICENSE TYPE | | | | | | | | | | | | | |
| GENERAL TRAILER NEW FORMAT 3,000 | | | | | | | | | | | | | |

BRADY J TRAGESSER
7020 E STATE ROAD 45
BLOOMINGTON, IN 47408-9553

C
SN

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.



- my Driver Records
- View Your Driver Record
- Official Driver Record
- Pay Reinstatement Fees Online
- Renew Your License, Permit or ID Card
- Add MotorCycle Endorsement
- View Your Recent Driver Notices
- Track Your Recent Renewals
- Replace Your License, Permit or ID Card
- Schedule Driving Test
- Your Renewal Date
- CDL Self-Certify Driver Type
- Proceed to Checkout

my Driver Records

Welcome, ELIZABETH F TRAGESSERI

**** NOTE:** The BMV only retains supporting documentation for a period of ten (10) years **

License type: OPERATOR

As of 10/20/2020 7:44 pm
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: None

Pending Endorsements:None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed pursuant to specialized driving privileges)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

| Disposition Date | Pts | Offense Description | Offense Date | Court / Case Number | Susp IDs | Disq IDs | CMV | Hazmat |
|------------------|-----|---------------------|--------------|----------------------------------|----------|----------|-----|--------|
| 11/28/2001 | 4 | SPEEDING 72/55 | 10/29/2001 | GAS CITY CITY / 27H0101111F06392 | | | No | No |

Mailing Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|----------------------|--------------|-------|------------|
| 4 | 08/11/2012 | 7020 E STATE ROAD 45 | BLOOMINGTON | IN | 47408-9553 |
| 3 | 10/09/2008 | 2720 N THOMAS RD | BLOOMINGTON | IN | 47404-9655 |
| 2 | 11/17/2006 | 295 W HICKORY DR | ELLETTSVILLE | IN | 47429-1109 |
| 1 | 09/22/1999 | 6794 W VERNAL PIKE | BLOOMINGTON | IN | 47404-9100 |

Legal Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|----------------------|-------------|-------|------------|
| 4 | 08/11/2012 | 7020 E STATE ROAD 45 | BLOOMINGTON | IN | 47408-9553 |
| 3 | 10/09/2008 | 2720 N THOMAS RD | BLOOMINGTON | IN | 47404-9655 |

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| | | | | | |
|---|------------|--------------------|--------------|----|------------|
| 2 | 11/17/2006 | 295 W HICKORY DR | ELLETTSVILLE | IN | 47429-1109 |
| 1 | 09/22/1999 | 6794 W VERNAL PIKE | BLOOMINGTON | IN | 47404-9100 |

Credential Issuance

Issue Date: 09/01/2018, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2024

Interim Credential Issue Date: 8/11/2012, Expiration Date: 9/10/2012, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 3297427

Issue Date: 08/11/2012, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2018

Issue Date: 10/09/2008, Renew License, OPERATOR (4 YR), Endorsements: None, Restrictions: None, Expiration Date: 08/22/2012

Issue Date: 11/17/2006, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 08/24/2004, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 09/22/1999, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2004

Issue Date: 12/28/1998, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 12/31/2002

Issue Date: 12/28/1998, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 12/31/1999

Remarks

No Remarks were found.

 * End of Driver Record *

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- * First, middle, last name, suffix (if included)
- * Street address
 Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- * Birth date & Gender

Driver's License Information

- * License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- * License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- * License expires - end date of the license validity period
- * License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841
- * Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code
- * Social Security Number - unique identifier assigned by the Social Security Administration (this information is provided only if requestor is authorized to receive)

| <u>DRIVER'S LICENSE ("DL") STATUS</u> | <u>DESCRIPTION</u> |
|---------------------------------------|--|
| CANCELLED | Driving record has been cancelled by the BMV |
| CONDITIONAL | Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary |



my Driver Records

- [View Your Driver Record](#)
- [Official Driver Record](#)
- [Pay Reinstatement Fees Online](#)
- [Renew Your License, Permit or ID Card](#)
- [Add MotorCycle Endorsement](#)
- [View Your Recent Driver Notices](#)
- [Track Your Recent Renewals](#)
- [Replace Your License, Permit or ID Card](#)
- [Schedule Driving Test](#)
- [Your Renewal Date](#)
- [CDL Self-Certify Driver Type](#)
- [Proceed to Checkout](#)

Click to Verify - This site chose VeriSign SSL for secure e-commerce and confidential communications.
[ABOUT SSL CERTIFICATES](#)

my Driver Records

Welcome, LOGAN RYAN PARKER!

**** NOTE: The BMV only retains supporting documentation for a period of ten (10) years ****

License type: OPERATOR

As of 10/20/2020 8:51 pm
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: None

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed pursuant to specialized driving privileges)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

No Convictions were found.

Mailing Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|--------------------|-------------|-------|------------|
| 3 | 03/08/2019 | 5115 S COLLEGE DR | BLOOMINGTON | IN | 47403-4660 |
| 2 | 03/31/2017 | 9350 E WOODVIEW DR | BLOOMINGTON | IN | 47401-4660 |
| 1 | 12/01/2012 | 5115 S COLLEGE DR | BLOOMINGTON | IN | 47403-4660 |

Legal Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|-------------------|-------------|-------|------------|
| 3 | 03/08/2019 | 5115 S COLLEGE DR | BLOOMINGTON | IN | 47403-4660 |
| 1 | 12/01/2012 | 5115 S COLLEGE DR | BLOOMINGTON | IN | 47403-4660 |

Credential Issuance

Issue Date: 05/01/2020, Renew License, OPERATOR, Endorsements: None, Restrictions: B, Expiration Date: 06/07/2026

Interim Credential Issue Date: 8/24/2013, Expiration Date: 9/23/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control

Remarks

No Remarks were found.

* End of Driver Record *

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record
(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- * First, middle, last name, suffix (if included)
- * Street address
- Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- * Birth date & Gender

Driver's License Information

- * License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- * License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- * License expires - end date of the license validity period
- * License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841
- * Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code
- * Social Security Number - unique identifier assigned by the Social Security Administration (this information is provided only if requestor is authorized to receive)

DRIVER'S LICENSE ("DL") STATUS

DESCRIPTION

| | |
|---------------------------|--|
| CANCELLED | Driving record has been cancelled by the BMV |
| CONDITIONAL | Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary license or specialized driving privileges.) |
| FRAUDULENT | Driving privileges are invalid; license was obtained fraudulently |
| HABITUAL TRAFFIC VIOLATOR | Driving privileges are suspended as a habitual traffic violator |

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION High Speed tire and Auto
 INSPECTOR'S NAME Suec Mullins/Lenny FIK'S INSPECTOR'S PHONE # (617) 332-3331
 DATE OF INSPECTION 1-28-21
 TAXICAB COMPANY N/A
 VEHICLE YEAR 97 MAKE Chev MODEL 1500
 VIN 1GCEK19R6VE258329

| | PASS | FAIL | COMMENTS |
|---------------------------------|------|------|--|
| LIGHTS (Front & Rear) | ✓ | — | <u>Good</u> |
| FLASHERS | ✓ | — | <u>Good</u> |
| REFLECTORS | ✓ | — | <u>Good</u> |
| HORN | ✓ | — | <u>Good</u> |
| WINDSHIELD WIPERS | ✓ | — | <u>Good</u> |
| MIRRORS | ✓ | — | <u>Good</u> |
| SEATBELTS | ✓ | — | <u>Good</u> |
| BUMPER HEIGHT | ✓ | — | <u>Front-18 1/2 inches Rear-21 inches</u> |
| ALL WINDOWS | ✓ | — | <u>Good</u> |
| MUFFLER | ✓ | — | <u>Good (quiet)</u> |
| TIRES | ✓ | — | <u>LF 1 1/2 RF 1 1/2 LR 1 1/2 RR 1 1/2</u> |
| BRAKES | ✓ | — | <u>Good All Brakes within Spec</u> |
| DOORS | ✓ | — | <u>Good</u> |
| GENERAL CONDITION OF VEHICLE | ✓ | — | <u>RR Fender Dent Hood Dent</u> |

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

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

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

| | | |
|----------------|---|----------------------|
| Policy No.: | UDC-4642447-CGL-20 | |
| Named Insured: | Cup Of Joy | |
| Address: | 7020 E State Road 45 Bloomington, IN 47408 | |
| Policy period: | From: October 27, 2020 | To: October 27, 2021 |


At 12:01 A.M. (Standard Time) at the address shown above.

| | |
|--|--|
| Form of Business: | Limited Liability Company |
| Each Occurrence Limit: | \$1,000,000 |
| Damage to Premises Rented to You Limit: | \$100,000 Any one premises |
| Medical Expense Limit: | \$5,000 Any one person |
| Personal & Advertising Injury Limit: | \$1,000,000 Any one person or organization |
| General Aggregate Limit: | \$2,000,000 |
| Products/Completed Operations Aggregate Limit: | Products-completed operations are subject to the General Aggregate Limit |
| Supplemental Business Personal Property Floater Coverage Limit: | \$0 |
| Supplemental Business Personal Property Floater Coverage Deductible: | Not Applicable |

All Premises You Own, Rent or Occupy

| | |
|------------------|---|
| Premises Number: | 1 |
| Address: | 7020 E State Road 45 Bloomington, IN 47408 |
| Total Premium: | \$ 350.00 |
| Attachments: | See attached Forms and Endorsements Schedule. |

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.



President



Secretary



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

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

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

| | | |
|--|---|------------------------|
| PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): | |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| INSURED Cup Of Joy 7020 E State Road 45 Bloomington IN 47408 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Hiscox Insurance Company Inc | NAIC # 10200 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| INSURER F : | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | UDC-4642447-CGL-20 | 10/27/2020 | 10/27/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Elizabeth Tragesser
Name, Printed

Elizabeth Tragesser
Signature

10-20-20
Date Release Signed

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
10/20/2020 08:55 PM

Business Details

Business Name: **CUP OF JOY, LLP** Business ID: **202009131422496**
Entity Type: **Domestic Limited Liability Partnership** Business Status: **Active**
Creation Date: **09/13/2020** Inactive Date:
Principal Office Address: **7020 east state road 45, Bloomington, IN, 47408, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **09/30/2022**
Years Due:

Principal Information

| Title | Name | Address |
|-----------------|--------------|---|
| Limited Partner | Amber Parker | 5115 South College Drive, Bloomington, IN, 47403, USA |

Registered Agent Information

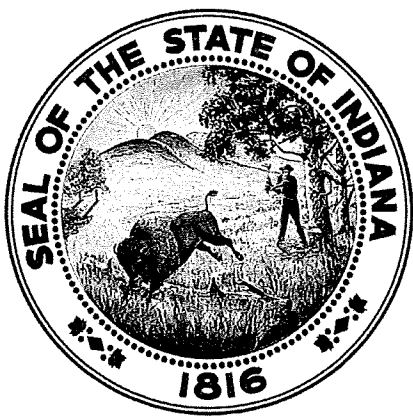
Type: **Individual**
Name: **Elizabeth Tragesser**
Address: **7020 east state road 45, Bloomington, IN, 47408, USA**

State of Indiana
Office of the Secretary of State

Certificate of Registration of Limited Liability Partnership
of
CUP OF JOY, LLP

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Sunday, September 13, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 14, 2020.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

202009131422496 / 8720472

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

Date of this notice: 09-17-2020

Employer Identification Number:
85-3058720

Form: SS-4

Number of this notice: CP 575 B

CUP OF JOY
ELIZABETH TRAGESSER MBR
7020 E STATE ROAD 45
BLOOMINGTON, IN 47408

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-3058720. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Elizabeth Tragesser

Signature: Elizabeth Tragesser

Date: 10-20-20

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Elizabeth Tragesser

Signature: Elizabeth Tragesser

Date: 10-20-20

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 10/23/2020

Business Name: Cup of Joy

Address: 7020 E STATE ROAD 45
Bloomington, IN 47408

Phone: CELL 812-272-7582

The following permit has been issued:

Permit No. 20-0188

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/23/2020

Effective Date: 10/23/2020

Expiration Date: 10/23/2021

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

Tim Clapp

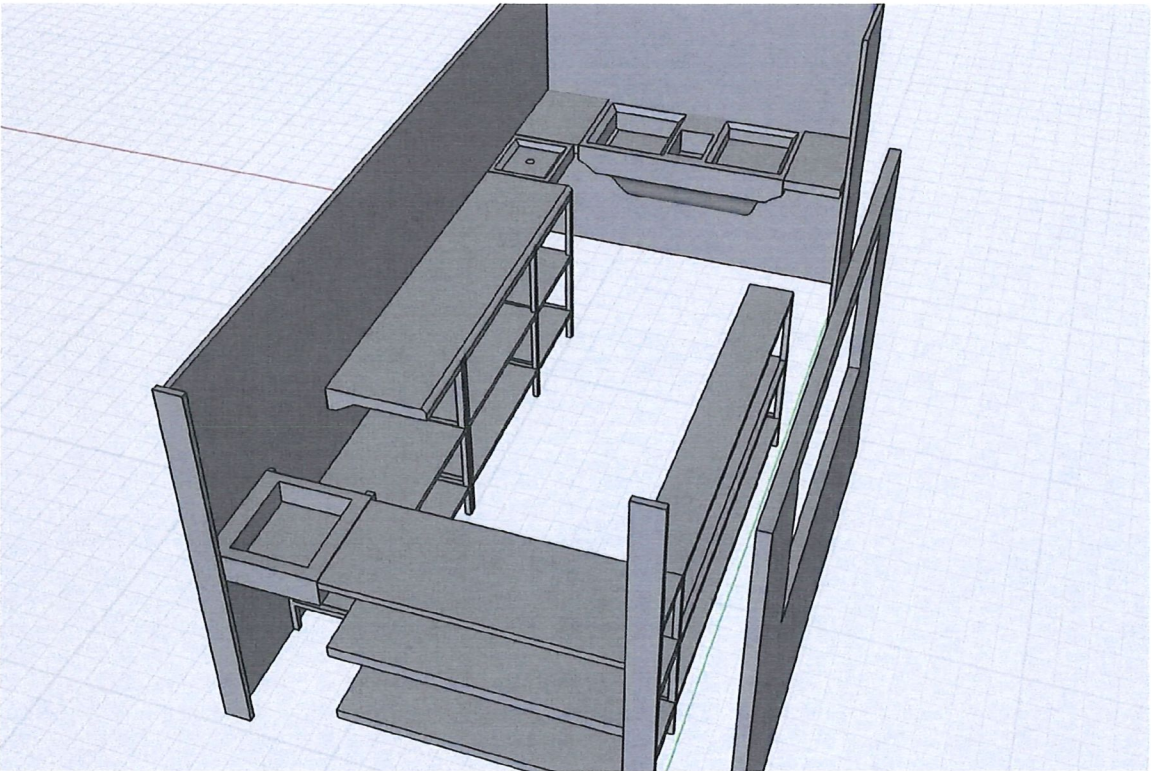
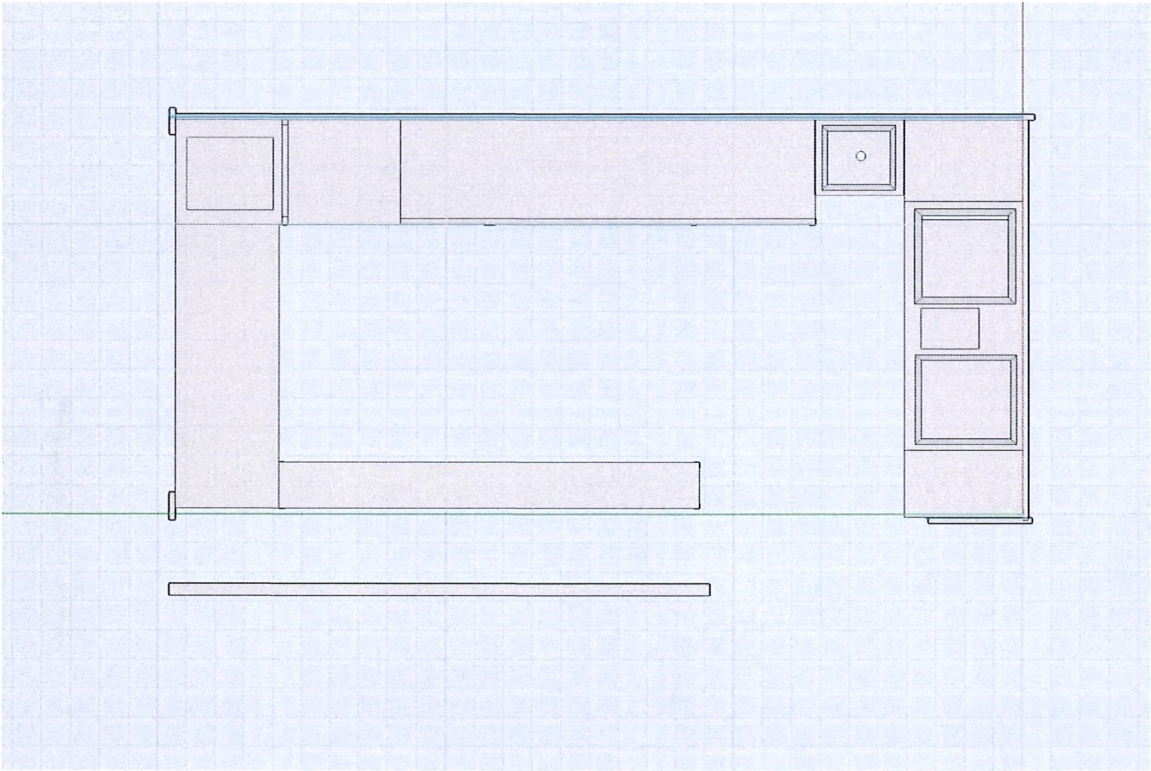
10/23/2020

Inspector: Tim Clapp

Date







Cup of Joy Menu

Spiced Hot Apple Cider

(apple cider, orange juice, cinnamon sticks, maple syrup)

Caramel Apple Spiced Cider

(apple cider, whipped cream, caramel sauce)

Black Coffee

(coffee, creamer, sugar syrup)

Herbal tea

(herbal tea bag sachets, hot water)

Apple Cider Float

(apple cider, ice cream, cinnamon, caramel sauce)

Hot Chocolate

(powder mix, hot water, cream, chocolate sauce)

Italian Cream soda

(club soda, flavor syrups, ice, cream)

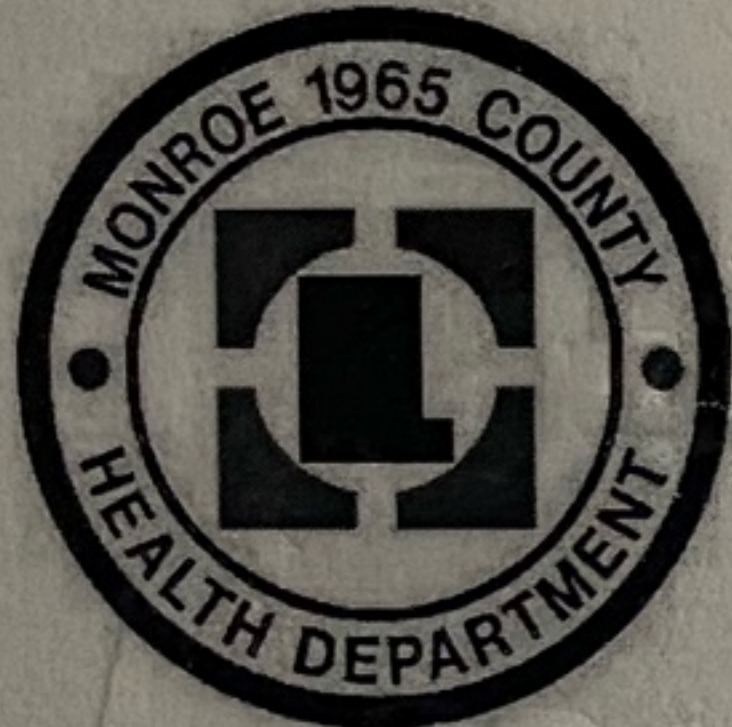
Pre-packaged Biscotti

Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



CUP OF JOY
ELIZABETH TRAGESSER
COMMISSARY @ ONE WORLD KITCHEN SHARE
2361 W. RAPPEL AVENUE
BLOOMINGTON, IN 47404

2021

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

Issued JAN 27 2021

By Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-05**

**Mobile Vendor in Public Right of Way
Cup of Joy, LLP**

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

WHEREAS, Cup of Joy, LLP (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 17, 2021, and ending on March 17, 2022.

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

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

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

RESOLUTION 2021-05

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS 16th DAY OF MARCH, 2021.

BOARD OF PUBLIC WORKS:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-05** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Elizabeth Tragesser, Owner
Cup of Joy, LLP

Date: _____



Board of Public Works Staff Report

Project/Event: 2021-2022 Title 6 Abatement Contract
Petitioner/Representative: Housing and Neighborhood Development
Staff Representative: Jo Stong & Daniel Dixon
Date: March 16, 2021

Report: Chapter 6.06 of the Bloomington Municipal Code does primarily two things: (1) prohibits properties in Bloomington from being littered with garbage; and (2) prohibits properties in Bloomington from having grass or weeds that exceed the height of eight inches. Unfortunately not all property owners in Bloomington always comply with this regulation; as such, the City regularly issues fines and occasionally finds it necessary to ask this Board for permission to abate violations. The City is seeking this Board's permission to enter into an agreement with one service provider who will be the sole abatement provider for the City between April, 1 2021 and March 31, 2022.

The City submitted a request for proposals to provide abatement services within the City's jurisdiction. The City received only one responsive bid, which came from 4U Lawn and Landscape, LLC. This vendor has been the contractor for Title 6 abatements for several years in a row. The City has been very satisfied with the vendor's services.

If the Board awards this agreement, the City will use 4U Lawn and Landscape for any and all abatements it needs performed in the next year. Individual properties to be abated will be presented to this Board for individual approval.

Recommend **Approval** **Denial by:** *Jo Stong & Daniel Dixon*

City of Bloomington Contract and Purchase Justification Form

Vendor: 4U Lawn & Landscape

Contract Amount: \$10,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|--|--|---|--|
| <input type="checkbox"/> Request for Quote (RFQ) | <input checked="" type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable (NA) |
| <input type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested.

| | Yes | No | | Yes | No |
|--------------------------------------|-------------------------------------|-------------------------------------|---|-------------------------------------|--------------------------|
| # of Submittals: 1 | | | Was the lowest cost selected? (If no, please state below why it was not.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

3. State why this vendor was selected to receive the award and contract:

This vendor has been the contractor for Title 6 abatements for several years in a row. His bid was presented as requested and was complete. His was the only bid submitted. His company has done an excellent job representing itself as an extension of the City.

Jo Stong

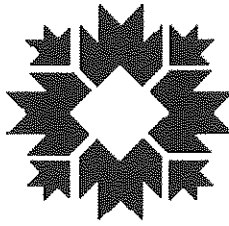
Print/Type Name

N'hood Compliance Officer

Print/Type Title

HAND

Department



**City of Bloomington
Human Rights Commission**

TO: HAND
Attn: Brent Pierce

DATE: March 4, 2021

RE BIDS FOR: All Inclusive Abatement Agreement

DEADLINE: March 5, 2021

Dear Board Members:

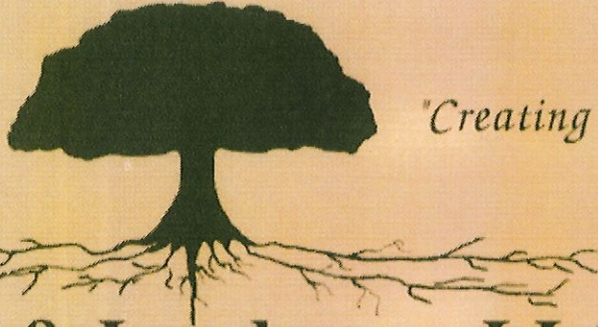
I have reviewed the affirmative action plan for 4 U Landscaping, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Barbara E. McKinney
Director

Cc: File
Bidder

4U



"Creating Beautiful Indiana Landscapes"

Lawn & Landscape LLC

Bloomington, IN 812.320.3542

**6292 East State Road 45
Bloomington, IN 47408**

www.4ulawnandlandscape.com

Response to
Request for Proposal
All Inclusive Abatement Agreement Services issued by





**6292 East State Road 45
Bloomington, IN 47408
www.4ulawnandlandscape.com**

March 2, 2021

Jo Strong
City of Bloomington
Housing and Neighborhood Development Department
401 North Morton Street
Bloomington, IN 47401

Dear Jo,

It is our pleasure to submit the following response to your request for proposal. We have enjoyed working with you, the City and HAND in the past. We would like to express our desire to continue this relationship. As a family owned and operated business our goal is provide quality service at competitive prices. As owner/operators we are involved in all aspects of our work from developing responses, such as this, to performing the work, to submitting the invoice. While we are not a large company we believe our size helps us to stay in touch with what our customers want and need in maintaining their properties. Many times we have heard our customers say that their lawns and gardens serve as a reflection of themselves. We feel the same in that our work reflects who we are and the pride we take in the work we perform.

Our desire is to provide you with this same type of service for work included in this proposal. As a company we have several years of previous abatement services with HAND as well as providing abatement service to Benton Township for several years. We feel we have all the necessary tools to execute all of the services you have requested. We would be happy to meet with you to discuss further our company and proposal. Please do not hesitate to contact us.

Thank you again for the opportunity to respond to your proposal.

Respectfully,

Christopher Underwood
Partner & Chief Operations Officer



**6292 East State Road 45
Bloomington, IN 47408**

Company History & Experience:

4 U Lawn and Landscape was launched over fourteen years ago by Jeff and Chris Underwood, a father and son team. It was Chris's desire to establish a business that he could grow to the point that, upon graduating, would be a full service lawn care and landscaping business offering a variety of services. As the business began to grow we had discussions concerning the long-term operation and growth for the business. At that time we agreed to form a limited liability company. This was completed in early 2005 with the creation of 4U Lawn and Landscape, LLC. Chris is the Chief Operating Officer of the company. His duties include marketing, bidding and estimating, customer service, design, work scheduling and performance, supervision of labor, procurement of equipment and materials, and maintenance of equipment. Jeff serves as the Chief Executive Officer of the company. His duties include finance, accounting and office operations.

Initially our business consisted of performing mowing, mulching, and miscellaneous lawn care activities for residential customers. It was during this time that we received requests for small landscaping design and installation projects. Chris designed and installed a number of projects. With the success of these projects the company was able to expand and obtain equipment allowing us to move into the commercial market providing both lawn care and landscaping services while at the same time perform larger scale residential and commercial landscaping projects.

Today we provide service to numerous commercial and residential customers. We offer a full line of lawn care and landscaping services, including design, installation, and maintenance.

Special licenses, certifications, and affiliations:

Chris has a B.S. in Landscape Horticulture & Design from Purdue University. Jeff is a Certified Public Accountant in the State of Indiana.

List any additional services and/or specialties your company can offer:

In addition to the services noted above, we offer the following landscape design and installation services: retaining walls; walkways; patios; water feature design, installation and maintenance; installation of decorative and privacy fencing; ornamental plant care; bush-hogging; land clearing; installation of drainage & erosion solutions in pervious areas; lawn installation (seeding and sod); excavating, rough and finish grading; wood chipping; snow removal; building repair and maintenance ; and retail mulch, plant, and hardscape sales.

References:

Commercial:

| Client Information | Service(s) Provided |
|---|----------------------------------|
| FaciliTech Property Management Paul Barker 738 South Morton Street Bloomington, IN 47403 (812) 323-1306 | Lawn care & landscaping services |
| Strauser Construction Ryan Strauser 4213 East Third Street Bloomington, IN 47401 (812) 336-3608 | Landscape installation services |
| Strauser LLC Terri Strauser 4213 East Third Street Bloomington, IN 47401 (812) 336-3608 | Lawn care and landscape services |

Residential:

| | |
|--|-------------------------------|
| Shirley Bastin 3907 E. Stonegate Ct. Bloomington, IN 47404 (812) 332-6157 | Landscaping and lawn services |
|--|-------------------------------|

Identify the partner, manager and/or in-charge person assigned to this account:

Primary contact: Christopher Underwood, Partner/COO
(812) 320-3542 (cell)

Secondary contact: Jeffrey Underwood, Partner/CEO
(812) 320-3540 (cell)
(812) 332-0577 (office)

4 U Lawn & Landscape
 6292 E. State Road 45
 Bloomington, IN 47408 US
 (812)320-3542
 chrisu@4ulawnandlandscape.com
 www.4ulawnandlandscape.com

Estimate

ADDRESS
 City of Bloomington
 Jo Stong
 Housing & Neighborhood
 Development
 401 N. Morton Street
 Bloomington, IN 47404

| ESTIMATE # | DATE |
|------------|------------|
| 1264 | 03/03/2021 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|--------|--------|
| Labor Labor rate for removing garbage per hour | 1 | 55.00 | 55.00 |
| Labor Labor rate for mowing per hour | 1 | 60.00 | 60.00 |
| Labor Rate for bush hogging per hour | 1 | 90.00 | 90.00 |
| Labor Labor rate for bush/tree trimming per hour | 1 | 55.00 | 55.00 |
| Misc. Labor Rate Organic waste disposal per truck load (6yds) | 1 | 40.00 | 40.00 |
| Misc. Labor Rate Non-organic waste disposal fee (excludes tires, and any waste listed as hazardous or unacceptable at the local trash transfer station for example, televisions, batteries, refrigerators, air conditioners, cans of paint) per ton | 1 | 60.00 | 60.00 |
| Misc. Labor Rate Tire disposal fee (passenger car) | 1 | 7.00 | 7.00 |
| Misc. Labor Rate Tire disposal fee (medium/heavy duty truck) | 1 | 15.00 | 15.00 |
| Misc. Labor Rate Labor rate for miscellaneous tractor use | 1 | 85.00 | 85.00 |
| Misc. Labor Rate Mobilization Estimate (minimum due for showing up to a property that has been approved for abatement but has been brought to code by owner after approval) | 1 | 150.00 | 150.00 |

TOTAL

\$617.00

AGREEMENT FOR ABATEMENT SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as “City”), and Christopher Underwood d/b/a 4 U Lawn and Landscape, a private enterprise in the business of providing lawn and landscaping services (hereinafter referred to as “Service Provider”).

WHEREAS, the City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City’s municipal code which regulates, among other things, yard waste, garbage and vegetation height; and

WHEREAS, the City is required to abate noncompliant properties located within the corporation boundaries and in so doing relies upon private enterprises to perform said abatement services; and

WHEREAS, the City sought proposals and Service Provider was the only entity to submit a proposal and was the most responsive and responsible; and

WHEREAS, Service Provider is willing and able to perform all abatement services for and on behalf of the City and the City has available funds and is willing to pay the Service Provider for abatement services; and

WHEREAS, certain conditions must be met and uniform procedures established to facilitate proper performance of this service by Service Provider for and on behalf of the City.

NOW, THEREFORE, Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from April 1, 2021, to March 1, 2022. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.

3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate # 1264 provided by the Service Provider and dated March 3, 2021, a copy of which is attached hereto, marked as **Exhibit “A”**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the “Subject Property”).
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit “A”** in a manner to meet high professional standards consistent with the Service Provider’s profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days. No abatement of a Subject Property may be commenced until after this notice period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the ten (10) day notice period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of each Subject Property shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit “A”**. **Service Provider shall provide a detailed billing statement within ten days of each completed abatement.** The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City’s satisfaction and submitted the invoice within the prescribed ten days.
8. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

10. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

| CLASS OF COVERAGE | PER OCCURRENCE | AGGREGATE |
|--|----------------|----------------|
| 1. Commercial General Liability | \$1,000,000.00 | \$2,000,000.00 |
| 2. Comprehensive Auto Liability (single limit, owned, hired and non-owned) | \$1,000,000.00 | N/A |
| 3. Workmen's Compensation & Employer's Liability | Statutory | Statutory |

11. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
12. **Owner-Service Provider Side-Agreements.** The City shall not be responsible in any way with, nor is the City a party to, any side-agreement by and between the Service Provider and any owner of property that is subject to an abatement order. Any such side-agreements shall be disclosed, in writing, to the Housing and Neighborhood Development Department *before* the Service Provider commences any of the work to be performed under the side-agreement. The Service Provider shall ensure that any side-agreement does not cause any interference or delay in the timely performance of services required by the Service Provider to the City.
13. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
14. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider 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 City.
15. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
21. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
22. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:
Jo Stong
HAND
City Hall at Showers

Service Provider:
Christopher Underwood
4 U Lawn and Landscape
6292 East State Road 45

401 N. Morton Street
Bloomington, IN 47401

Bloomington, IN 47408

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

24. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. 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.
26. **Verification of New Employees' Employment Status.** Service Provider is enrolled in, and verifies 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).

Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein. Service Provider may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Service Provider subsequently learns is an unauthorized alien. If the City obtains information that the Service Provider employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Service Provider verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Service Provider did not knowingly employ an unauthorized alien. If the Service Provider fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Service Provider. If the City terminates the contract, the Service Provider is liable to the City for actual damages.

27. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
28. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise 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. Service Provider signed the non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

29. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

City of Bloomington, Indiana:

Dana Palazzo, President
Board of Public Works

Date

Philippa Guthrie, Corporation Counsel
City of Bloomington

Date

Brent Pierce, Director
Housing and Neighborhood Development

Date

4 U Lawn and Landscape:

Christopher Underwood, d/b/a
4 U Lawn and Landscape

Date

EXHIBIT "A"

Please see the attached invoice #1264

EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

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 State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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.

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

County of Residence: _____

Name Printed

Commission Number

EXHIBIT "C"

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, 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.

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.

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

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: 2021 Walnut Street Garage Otis Emergency Repairs
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 03.16.2021

Report:

On 2.22.21 the Walnut Street Garage elevator went offline due to a damaged door operator and motor. We had to perform emergency repairs as this is the only elevator in the facility.

Total cost = \$7,109.43

Funding Source will be: 452.26.260000.53610 (Building Repairs)

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Otis Elevator

Contract Amount: \$7,109.43

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|--|--|--|--|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable (NA) |
| <input type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input checked="" type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested.

| # of Submittals: | Yes | No | Was the lowest cost selected? (If no, please state below why it was not.) |
|--------------------------------------|-------------------------------------|-------------------------------------|---|
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Emergency Repair on the Walnut Street Garage Elevator. |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

3. State why this vendor was selected to receive the award and contract:

Otis is the elevator maintenance service company servicing the Walnut Street Garage.

Ryan Daily

Ryan Daily

Pubic Works - Parking

Print/Type Name

Print/Type Title

Department

**PROJECT NAME: ELEVATOR REPAIR – IMOTION 1 REPAIR (OBSOLETE)
WALNUT STREET GARAGE (fka GARAGE BAND)**

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 20____, by and between the City of Bloomington Department of Public Works (“Department”) and Otis Elevator Company (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to enhance the services it provides by engaging in efforts to maintain its garage facilities in a safe and healthy state; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide required Services for the Department as set forth in Exhibit A, “Scope of Services”. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

Consultant shall complete the Services required under this Agreement on or March 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 Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Department officials designated by the Department as project coordinator(s). Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant 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

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality.

Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the Department

The Department shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Department:

A. Information/Reports

Provide Consultant with reports and any information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Department hereby designates the Garage Manager or his or her designee as the Department's representative for the project. This representative shall have the authority to transmit instructions, receive information, interpret and refine the Department's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Department's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Department shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Seven Thousand, One Hundred Nine Dollars and Forty-Three Cents (\$ 7,109.43).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Department or the Department's designated representative prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed and accepted at the time of billing. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Department may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Department's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington
Attn: Ryan Daily
401 N. Morton St., Suite 120
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant 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

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 10. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 11. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant 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 12. Indemnification

Consultant shall 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 Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively “Claims”).

Article 13. Insurance

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the 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.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these

provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 14. Conflict of Interest

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

Article 15. 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 16. 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 17. Assignment

Neither the Department nor the Consultant 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 18. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 19. 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 20. Non-Discrimination

Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in 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 21. Compliance with Laws

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

Article 22. E-Verify

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

Consultant and any sub-consultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or sub-consultant subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or sub-consultant employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or sub-consultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or sub-consultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or sub-consultant did not knowingly employ an unauthorized alien. If the Consultant or sub-consultant fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or sub-consultant is liable to the City for actual damages.

Consultant shall require any sub-consultants performing work under this contract to certify to the Consultant that, at the time of certification, the sub-consultant does not knowingly employ or contract with an unauthorized alien and the sub-consultant has enrolled in and is participating in

the E-Verify program. Consultant shall maintain on file all sub-consultants' certifications throughout the term of the contract with the City.

Article 23. Notices

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

Department:

Consultant:

| | |
|---|---|
| City of Bloomington Dept. of Public Works | Otis Elevator Company |
| Attn: Ryan Daily | Attn: Megan Torbenson, Service Acct Manager |
| 401 N. Morton, Suite 120 | 6010 Corporate Way |
| Bloomington, Indiana 47404 | Indianapolis, IN 46278 |

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

Article 24. Intent to be Bound

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification

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

Article 26. Non-Collusion

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner: City of Bloomington

Consultant:

City of Bloomington

Otis Elevator Company

By: _____
Adam Wason, Director, Public Works

By: _____
Adam Sisson

Date: _____

Date: _____

By: _____
Dana Palazzo, President
Board of Public Works

Date: _____

By: _____
Philippa M. Guthrie,
Corporation Counsel

Date: _____

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. Provision of parts and labor necessary to repair obsolete iMotion 1 door operator.
2. Installation of upgraded motor and installation of a refurbished PC board.
3. Adjustment for proper operation after repair.
4. Provision of material manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.
5. Provision of all services shall be performed during regular working days and hours of the Elevator Trade.

EXHIBIT B

“Project Schedule”

Consultant shall complete work under this Agreement on or before March 31, 2021.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission #: _____

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Otis Elevator Company

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 _____, 20____.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission # _____

City of Bloomington Emergency Purchase Justification Form

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

- 1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

The Walnut Street Garage Goor operator went out of service on 2.22.21 and is need of repair.

- 2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

By building code, all buildings will have an operational elevator that have multiple floors.

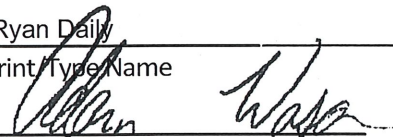
- 3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

This is a repair on an existing unit. A breakdown in a door operator is not a general repair that would be foreseeable.

- 4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):

Otis is the maintenance vendor for the Walnut Street Garage.


I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Ryan Daily
Print/Type Name

Department Head Signature

Garage Manager
Print/Type Title
3-10-2021
Date

Public Works - Parking Services
Department
812 349-3410
Telephone Number

Amount: \$7,109.43 Budget Line: 452.26.260000.53610

Approved by: Jeffrey H. Underwood, CPA


Digitally signed by Jeffrey H. Underwood, CPA
DN: cn=Jeffrey H. Underwood, CPA, o=City of Bloomington, ou=Office of the Controller, email=underwoj@bloomington.in.gov, c=US
Date: 2021.03.03 13:12:58 -05'00'

Date: _____

Jeffrey H. Underwood - Controller

REVIEWED
By J Martindale at 10:53 am, Mar 03, 2021

OTIS

Made to move you

DATE: 02/22/2021

TO:
PUBLIC WORKS DEPT
401 N Morton St. Ste.130
Po Box 100
Bloomington, IN 474020100

FROM:
Otis Elevator Company
6010 Corporate Way
Indianapolis, IN 46278

EQUIPMENT LOCATION:
GARAGE BAND
300 North Walnut Street
Bloomington, IN 47408

Megan Torbenson
Phone: (317) 306-1265
Fax: (860) 353-4455

PROPOSAL NUMBER: LMT210220053635

MACHINE NUMBER(S) : 437296

CUSTOMER DESIGNATION(S) : ONLY ELV *ADA*

ELEVATOR REPAIR - IMOTION 1 REPAIR (OBSOLETE)

Otis Elevator will provide parts and labor necessary to repair obsolete iMotion 1 door operator. Otis will install an upgraded motor and install a refurbished PC board. We will adjust for proper operation after repair.

All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

An Otis Representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade.

General Clarifications

- All work will be performed during regular working days and hours of the Elevator Trade.
- Materials shall not be ordered prior to receipt of down payment.
- This proposal does not include any additional work beyond the scope of work described above, including service calls to initially troubleshoot the issue.
- All applicable taxes will be added upon final invoicing.

A local Otis Representative will contact you to schedule the work upon receiving signed proposal.

PRICE: \$ 7,109.43
Seven thousand one hundred nine dollars and forty-three cents

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 7,109.43.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.

TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

| Down Payment Amount | Price Adjustment Percentage | Authorization (Initial) |
|---------------------|-----------------------------|-------------------------|
| 50% | +10% | |

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Megan Torbenson
 Title: Service Account Manager
 E-mail: MeganM.Torbenson@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title _____

E-mail: _____

Name of Company _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Adam Sisson

Title _____

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent: _____
(Name of Principal or Owner)



Board of Public Works Staff Report

Project/Event: Renewal #2 of Contract for Sidewalk Repair Assistance Program

Petitioner/Representative: Department of Public Works

Staff Representative: Michael Large, Public Works Administration

Meeting Date: March 16, 2021

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

This is the second renewal of the original contract approved by the Board of Public Works on September 17, 2019. The contractor was selected from the open market, because no response was received from the request for quotes issued for this project. With a do not exceed amount of Forty-Five Thousand dollars for all projects, staff recommends the Board's approval of this agreement.

Approval: Michael Large, Operations Manager, Public Works Administration

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|-------------------------|-----------------------------------|--------------------|---------------------|
| Request for Quote (RFQ) | Request for Proposal (RFP) | Sole Source | Not Applicable (NA) |
| Invitation to Bid (ITB) | Request for Qualifications (RFQu) | Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested. Yes No

| | | | |
|--------------------------------------|-----|----|---|
| # of Submittals: | Yes | No | Was the lowest cost selected? (If no, please state below why it was not.) |
| Met city requirements? | | | |
| Met item or need requirements? | | | |
| Was an evaluation team used? | | | |
| Was scoring grid used? | | | |
| Were vendor presentations requested? | | | |

3. State why this vendor was selected to receive the award and contract:

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

Brad Gilliland Excavating Inc.

FOR

West Howe Street and East University Street Sidewalk Replacement Project

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for replacement of damaged sidewalks on West Howe Street, (more particularly described in Attachment A, "Scope of Work"; and

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

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

WHEREAS, CONTRACTOR was selected from the open market because no quotes were received in response to the City's request for quotes for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Forty-Five Thousand Dollars (\$45,000). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the

escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

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

12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05. Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09. Workmanship and Quality of Materials

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

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

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

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

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

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the

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

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

5.19 Non-Collusion

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

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


DATE: September 17, 2019


City of Bloomington
Bloomington Board of Public Works

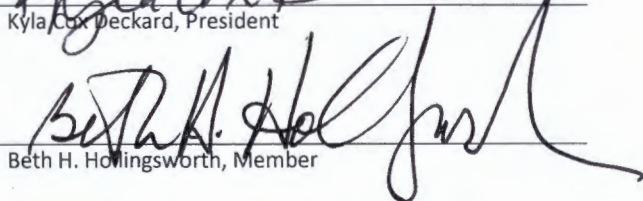
Brad Gilliland Excavating Inc.

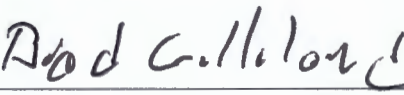
BY:

BY:



Kyla Cox Beckard, President

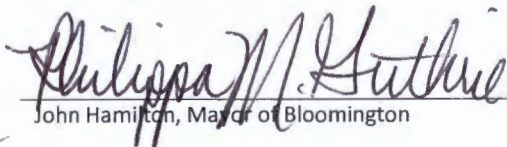

Signature


Beth H. Howlingsworth, Member


Printed

Dana Palazzo, Member


Title


John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON
Controller

Reviewed by: 

DATE: 9-17-19

FUND/ACCT: 601-02-5232

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.13.19

ATTACHMENT 'A'

"SCOPE OF WORK"

West Howe Street and East University Street Sidewalk Replacement Project

This project shall include, but is not limited to:

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Merroe)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Owner of Brad Gilliland Excavatory INC
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.

William Bradley Gilliland

Signature

William Bradley Gilliland

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Merroe)



Before me, a Notary Public in and for said County and State, personally appeared William B. Gilliland and acknowledged the execution of the foregoing this 18 day of September, 2019.

My Commission Expires: October 16, 2024

[Signature]
Notary Public's Signature

County of Residence: Owen

Carly K. Hankins
Printed Name of Notary Public

692102
Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 18 day of September, 2019.

Brad Gilliland Excavating INC.
(Name of Organization)

By: Bob Gilliland

Owner
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)



Subscribed and sworn to before me this 18 day of September, 2019.

My Commission Expires: October 16, 2024

Candy K. Hankins
Notary Public Signature

Resident of Owen County

Candy K. Hankins
Printed Name

692102
Commission Number

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 17th day of September, 2019, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Brad Gilliland Excavating, Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 17th day of September, 2019, in the amount of \$45,000, for the construction of a public works project (the "Construction Agreement"); and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability

hereunder.

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

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

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

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

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

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

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

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

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

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

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

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

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

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

If to Owner:

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

If to Escrow Agent:

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

If to Contractor::

Name: _____
Address: _____
City/State: _____
Attn: _____

If to Contractor:

Name: _____

Address: _____

City/State: _____

Attn: _____

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

OWNER:

City of Bloomington, Board of Public Works

By: 
Kyla Cox Deckard, President

CONTRACTOR:

By: 

Printed Name: Brad Gilliland

Title: President

Tax I.D. No.: 842932957

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

RENEWAL #2 TO SIDEWALK ASSISTANCE REPLACEMENT PROJECT
between the
CITY OF BLOOMINGTON
and
BRAD GILLILAND EXCAVATING, INC.

This Renewal #2 extends the 2019 contract and the 2020 Renewal #1 for the Sidewalk Assistance Replacement Project with Brad Gilliland Excavating, Inc. ("Contract") as follows:

1. On September 17, 2019, the Board of Public Works awarded the sidewalk assistance replacement project to Brad Gilliland Excavating, Inc., with a not to exceed cost of \$45,000. Renewal of this agreement for two (2) consecutive one year terms was allowed. On April 14, 2020, the Board of Public Works awarded Renewal #1 to Brad Gilliland Excavating, Inc.
2. Brad Gilliland has informed the City that he is willing to renew the project for a second and final renewal and will provide sidewalk assistance replacement at the not to exceed cost contained in the original 2019 contract. The City and Brad Gilliland Excavating, Inc., agree to a final one year renewal of the contract, which shall commence on the date of award and shall continue through December 31, 2021.
3. In all other respects, the agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Renewal #2 to be executed the day and year last written below:

CITY OF BLOOMINGTON

BRAD GILLILAND EXCAVATING, INC.

By: _____

**Dana Palazzo, President
Board of Public Works**

Date: _____

By: _____

Brad Gilliland, President

Date: _____

By: _____

**Adam Wason, Director
Public Works Department**

Date: _____

By: _____

**Philippa M. Guthrie,
Corporation Counsel**

Date: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
_____ (Date)

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

Attn: Cindy Kinnarney

Ladies and Gentlemen:

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

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

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

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

Reviewed and Approved By:

By: _____

Adam Wason, Director
Public Works Department

Printed Name: _____

Title: _____

Dated: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title



Board of Public Works Staff Report

Project/Event: Lucity Asset Management Software System - Supplemental Agreement

Staff Representative: Jason Speer, Fleet Maintenance Manager

Date: 3/16/2021

Report: The Board of Public Works approved the Fleet Division's acquisition of the Lucity asset management software system, as well as an addendum for the additional purchase of two mobile software licenses in 2019. This software allows the Fleet Division to effectively manage maintenance tasks for vehicles and equipment, parts and tool inventory, scheduling, summary and custom reports, and a host of other important activities.

The software implementation process, like many projects, was delayed due to the COVID-19 pandemic but will be wrapping up soon. Since the implementation project is nearing the end of its allocated billable hours, staff has identified several key areas that need additional attention in order for the system to achieve maximum efficiency. This primarily includes targeted training opportunities for staff, as well as further data organization and clean-up. It will also allow for Fleet system data to be migrated to its own database so that information is unique to the Fleet Division (thus providing for only Fleet Division and Public Works Administrative personnel to access and edit system data, as opposed to that information being open to all Public Works staff). This database migration will increase both the efficiency and safety of the Fleet system.

The following Consulting Services on Demand (COD) proposal is being offered by CentralSquare (Lucity):

- A total of 32 COD hours – only billed as incurred (may not need the full 32 hours)
- Training on Parts and Inventory Warehouse features
- Importing vendors/vendor information and associating the correct vendor with the correct part
- Migrate Fleet Division to its own database/client in order to eliminate having access to other functional groups (Street and Facilities Maintenance Divisions)
- Training on workflow processes and best practices for keeping data up to date
- Training on reports and custom report building

Recommendation:

Recommend **Approval** **Denial by:** Jason Speer

City of Bloomington Contract and Purchase Justification Form

Vendor: CentralSquare (Lucity)

Contract Amount: \$5,760.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|--|--|---|---|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input checked="" type="checkbox"/> Not Applicable (NA) |
| <input type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested.

| | Yes | No | | | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|---|---|-----|----|--------------------------|
| # of Submittals: 1 | | | | | | | |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the lowest cost selected? (If no, please state below why it was not.) | | | | |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | |
| | | | | <table style="display: inline-table; border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> | Yes | No | <input type="checkbox"/> |
| Yes | No | | | | | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | | |

3. State why this vendor was selected to receive the award and contract:

CentralSquare (Lucity) asset management software system is currently employed by the Fleet Division. Additional targeted staff training opportunities, data organization and clean-up, and migrating the Fleet system to its own database are necessary further steps in order to maximize software system efficiency.

 Jason Speer

 Fleet Maint. Mgr.

 Public Works - Fleet

Print/Type Name

Print/Type Title

Department

June 10, 2020

City of Bloomington
401 N. Morton St.
Bloomington, IN 47404

Renewal of Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which will expire June 30, 2020. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Consent to Assignment. TriTech Software Systems ("TriTech") through purchase currently owns all of the assets of Lucy, LLC, including all rights, title, and interest in the Core Product(s). Each Party (a) mutually consents to TriTech's substitution as the party obligated to perform under the Agreement; and, (b) agrees to be bound by all terms and conditions previously entered into the Agreement between Customer and Lucy.

Additionally, TriTech represents and warrants to Customer that: (i) it has the right, power, and ability to enter into and perform under this Agreement; (ii) it has all necessary rights to grant the rights and licenses under this Agreement; and, (iii) it will maintain all licenses, permits, and other permissions necessary to provide the services under the Agreement.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by July 30, 2020.

TriTech Support Services Renewal Agreement Amendment

Client agrees to renew its Software Support Agreement, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. **This Renewal of Software Support Agreement Amendment and applicable support fees must be signed and returned by July 1, 2020 to avoid any interruptions in the software support and maintenance services provided by TriTech.**

The Support Renewal Agreement for TriTech Support Services is based upon the attached TriTech Software License Products and Fees for the term of July 1, 2020 through June 30, 2021.

CITY OF BLOOMINGTON, IN

Signature: [Handwritten Signature]

Printed Name: Adam Weser

Title: DPW - Director

Date: 6/12/20

Signature: [Handwritten Signature]

Printed Name: Phillippa M. Guthrie

Title: Corporation Counsel

Date: 6-15-20

TRITECH SOFTWARE SYSTEMS

Signature: [Handwritten Signature]

Printed Name: David Gai

Title: Chief Customer Officer

Date: 6/11/2020

Licensed Products and Fees:

| Application | Qty | Annual Term 7/1/20-6/30/21 | Annual Term 7/1/21-6/30/22 |
|--------------------|------------|---------------------------------------|---------------------------------------|
| Lucity Assets | 4 | \$ 1,640.00 | \$ 1,681.00 |
| Lucity Assets | 7 | \$ 5,230.22 | \$ 5,360.98 |
| Lucity Mobile | 2 | \$ 615.00 | \$ 630.38 |
| Citizen Portal | 1 | \$ 1,159.70 | \$ 1,188.69 |
| Lucity Work | 8 | \$ 3,280.00 | \$ 3,362.00 |
| Lucity Work | 12 | \$ 4,041.53 | \$ 4,142.57 |
| Total | | \$ 15,966.45 | \$ 16,365.61 |

An estimated 2.5% increase has been applied to your maintenance support for the term July 1, 2021 through June 30, 2022. Once determined, the fees will be adjusted. Please budget accordingly.

SUPPLEMENT #1 TO ASSET MANAGEMENT SOFTWARE SYSTEM AGREEMENT

Between the

CITY OF BLOOMINGTON

And

**LUCITY (formerly doing business as Tritech Software Systems
and now doing business as CentralSquare (Lucity))**

This Supplement #1 amends the Software Support Agreement with Lucity as follows:

1. On June 12, 2020, the Board of Public Works approved the Renewal of Software Support Agreement which consolidated the asset management software contracts for Public Works Administration and Fleet Division. This Supplement #1 includes additional targeted staff training opportunities, data organization and clean-up and migrating the Fleet system to its own database.
2. The software implementation process was delayed due to the COVID-19 pandemic, but the process will be completed soon.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Supplement #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

LUCITY

By: _____
Dana Palazzo, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

Quote #: Q-35910

Quote expires on: May 24, 2021

Quote prepared for:

Nate Nickel

City of Bloomington

401 North Morton Street

Bloomington, IN 47404

812-349-3589

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

| DESCRIPTION | TOTAL |
|---|---------------------|
| Public Administration Consulting Services - As Incurred | 5,760.00 |
| Services Total | 5,760.00 USD |

QUOTE SUMMARY

| | |
|--------------------------|---------------------|
| Services Subtotal | 5,760.00 USD |
| Quote Total | 5,760.00 USD |

WHAT ARE THE RECURRING FEES?

| TYPE | AMOUNT |
|-------------------------------|--------|
| FIRST YEAR MAINTENANCE TOTAL | \$0.00 |
| FIRST YEAR SUBSCRIPTION TOTAL | \$0.00 |

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred
-

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

City of Bloomington

Signature: _____

Name: _____

Date: _____

Title: _____

Summary of Services

Project: Bloomington, IN, Public Works Consulting Services (Q-35910).

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Start Date

Parties agree the project will be scheduled within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

- Public Administration Consulting Services (COD) 32 hours total – billed as incurred. Here are the items that will be covered within the scope of consulting hours.
 - o Training on Parts and inventory Warehouse
 - o Importing vendor's and vendor information as well as associating the correct vendor with the correct part.
 - o Migrate fleet to its own database/client in order to eliminate having other functional groups' data available.
 - o Training on workflow processes and best practices for keeping data up to date.
 - o Report training and custom report building.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

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

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|-----------|---------------|------|-------------|---------------|-------------------|
| 3/12/2021 | Payroll | | | | 473,581.29 |
| | | | | | <u>473,581.29</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 \$ 473,581.29

Dated this 16th day of March 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: Approve Change Order #4 for the Winslow-Henderson Path Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: March 16, 2021

Change Order #4 would adjust the contract amounts for overruns and underruns on several contract quantities.

The original contract amount for the project was \$528,439.00. Change Order #4 would result in an increase to the contract of \$15,154.96. The new contract sum including Change Order #4 would be \$598,149.46.

This project is TIF funded. Change Order #4 is contingent upon approval of Redevelopment Commission.

Staff has reviewed the proposed change order and recommends approval of Change Order #4 for the Winslow-Henderson Path Project.

Matt Smethurst

City of Bloomington Contract and Purchase Justification Form

Vendor: Conexco, Inc.

Contract Amount: \$528,439.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|---|--|---|--|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable (NA) |
| <input checked="" type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested.

| | Yes | No | | Yes | No |
|--------------------------------------|-------------------------------------|-------------------------------------|---|-------------------------------------|--------------------------|
| # of Submittals: 4 | | | Was the lowest cost selected? (If no, please state below why it was not.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

3. State why this vendor was selected to receive the award and contract:

Conexco, Inc. was the lowest responsive and responsible bidder.

Matt Smethurst

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department

Winslow-Henderson Path Project Contract Adjustments for Pay Items

| Pay Items Over Contract Amount | | | | | |
|--|-----------------------------|------------------|--------------|---------------------|---------------------|
| Pay Item | Description of Work | Unit Cost | Units | % Over/Under | Pay Amount |
| 15 | Structure Backfill | 42.00/CYD | 27.83 | 23.19 | 1,168.86 |
| 16 | No. 53 Stone | 30.00/TON | 95.37 | 16.03 | 2,861.10 |
| 20 | HMA for Sidewalk | 108.00/TON | 41.61 | 13.38 | 4,493.88 |
| 26 | Curb, Concrete | 30.00/LFT | 130.00 | 17.64 | 3,900.00 |
| 31 | PCCP for Approaches | 94.80/SYS | 68.17 | 17.89 | 6,462.52 |
| 32 | Geotextiles | 9.60/SYS | 1.00 | 1.86 | 9.60 |
| 36 | Nursery Sod | 18.00/SYS | 409.00 | 22.22 | 7,362.00 |
| 63 | Solid White Line | 1.02/LFT | 6.00 | 1.36 | 6.12 |
| 64 | Line, Remove | 0.78/LFT | 1172.00 | 48.27 | 914.16 |
| 65 | Solid Yellow Line | 1.02/LFT | 424.00 | 21.81 | 432.48 |
| 66 | Stop Bar | 7.14/LFT | 3.00 | 3.80 | 21.42 |
| Total Amount Over | | | | | \$ 27,632.14 |
| Pay Items Under Contract Amount | | | | | |
| Pay Item | Description of Work | Unit Cost | Units | % Over/Under | Pay Amount |
| 10 | Temp. Inlet Protection | 240.00/EA | 3.00 | -27.27 | 720.00 |
| 11 | Temp. Silt Fence | 6.00/LFT | 12.00 | -22.22 | 72.00 |
| 17 | HMA Patching | 180.00/TON | 27.30 | -72.70 | 3,925.80 |
| 18 | Tack Coat for Asphalt | 1.80/SYS | 193.00 | -100.00 | 347.40 |
| 30 | HMA for Approaches | 180.00/TON | 1.00 | -3.45 | 180.00 |
| 33 | Riprap | 36.00/TON | 10.27 | -19.38 | 369.72 |
| 48 | Casting, Remove and Replace | 1800.00/EACH | 1.00 | -100.00 | 1,800.00 |
| 58 | Signal Cable Loop Copper | 6.00/LFT | 48.00 | -9.68 | 288.00 |
| 59 | Signal Cable, 5c/14GA | 7.20/LFT | 548.00 | -100.00 | 3,945.60 |
| 61 | Saw Cut for Loops | 24.00/LFT | 14.00 | -8.64 | 336.00 |
| 62 | Crosswalk Markings | 7.14/LFT | 69.00 | -11.31 | 492.66 |
| Total Amount Under | | | | | \$ 12,477.18 |
| Contract Adjustment Amount | | | | | \$ 15,154.96 |

CHANGE ORDER



| | | | |
|--------------------------------|--|---------------|-------------------------------------|
| Project Name: | Change Order Number: 4 | Requested By: | <input checked="" type="checkbox"/> |
| Winslow-Henderson Path Project | Date of Change Order: Tuesday, March 9, 2021 | Owner | <input type="checkbox"/> |
| Contractor: | Engineer's Project #: | Engineer | <input type="checkbox"/> |
| Conexco, Inc. | NTP Date: Tuesday, August 20, 2019 | Contractor | <input type="checkbox"/> |
| 3606 North State Road 59 | Allowable Calendar Days: 120 (includes holiday's) | Field | <input type="checkbox"/> |
| Brazil, Indiana 47834 | Original Completion Date: Wednesday, December 18, 2019 | Other | <input type="checkbox"/> |

The Contract is changed as follows:

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

| Item # | DESCRIPTION | Quantity | Unit Price | Item Total |
|--------|--|----------|------------------------|------------|
| 1 | Overruns and Underruns on Contract Pay Items | 1 | \$15,154.96 / Lump Sum | 15,154.96 |
| 2 | | | / | |
| 3 | | | / | |
| 4 | | | / | |
| 5 | | | / | |
| 6 | | | / | |
| 7 | | | / | |
| 8 | | | / | |
| 9 | | | / | |
| 10 | | | / | |

| | |
|--|----------------------------------|
| The original Contract Sum: | \$528,439.00 |
| The net change by previously authorized Change Orders: | \$54,555.50 |
| The Contract Sum prior to this Change Order was: | \$582,994.50 |
| The Contract Sum will be changed by this Change Order in the amount of: | \$15,154.96 |
| The new Contract Sum including this Change Order will be: | \$598,149.46 |
| The Contract Time will be changed by: | 0 Calendar Day(s) |
| The date of Substantial Completion as of the date of this Change Order therefore is: | Wednesday, December 18, 2019 |

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

| | | |
|--|--|---|
| <u>Planning & Transportation</u> ENGINEER | <u>Conexco, Inc.</u> CONTRACTOR | <u>Board of Public Works</u> OWNER |
| 401 North Morton Street ADDRESS | 3606 North State Road 59 Brazil, Indiana 47834 ADDRESS | 401 North Morton Street ADDRESS |
| Andrew Cibor TYPED / PRINTED NAME | _____ TYPED / PRINTED NAME | Dana Palazzo, President TYPED / PRINTED NAME |
| _____ SIGNATURE | _____ SIGNATURE | _____ SIGNATURE |



Board of Public Works Staff Report

Project/Event: Downtown Alleys Project Change Order #2
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 03/16/2021

Report:

This project was awarded on September 15, 2020 to E & B Paving, LLC. The Notice to Proceed was issued on September 16, 2020. Work began on or about September 17, 2020. This contract includes the reconstruction of paved alleyways in the downtown Bloomington area. The original contract amount for this project was \$661,200.00. Change order #1 increased the contract amount by \$3,360.00. The adjusted total contract sum is \$664,560.00. Due to a reduction in materials needed to complete the project, Change Order #2 is required to balance out the final contact amount. If approved this change order will result in a decrease of \$80,735.22. The final adjusted contract amount will be \$583,824.78 Funding source: 450-20-200000-54310.

Recommendation and Supporting Justification: Change order #2 will result in a decrease of \$80,735.22. The final adjusted contract amount will be \$583,824.78. Staff recommends approval of change orders # 2 for the Downtown Alleys Project.

Russell White

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, LLC

Contract Amount: \$664,560.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|---|--|---|--|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable (NA) |
| <input checked="" type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested. Yes No

| | | | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|---|-------------------------------------|--------------------------|
| # of Submittals: 2 | Yes | No | | Yes | No |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the lowest cost selected? (If no, please state below why it was not.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | River Town Construction, LLC, \$984,247.50 E&B Paving, Inc, \$661,200.00 | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

3. State why this vendor was selected to receive the award and contract:

This project was awarded on September 01, 2020 to E & B Paving, LLC. The Notice to Proceed was issued on September 16, 2020. Work began on or about September 17, 2020. This contract includes the reconstruction of paved alleyways in the downtown Bloomington area. The original contract amount for this project was \$661,200.00. Change order #1 increased the contract amount by \$3,360.00. The adjusted total contract sum is \$664,560.00. Due to a reduction in materials needed to complete the project, Change Order #2 is required to balance out the final contact amount. If approved this change order will result in a decrease of \$80,735.22. The final adjusted contract amount will be \$583,824.78 Funding source: 450-20-200000-54310.

Russell White

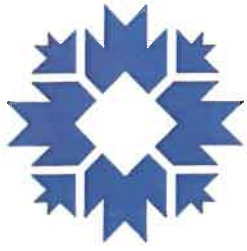
Print/Type Name

Project Manager

Print/Type Title

Engineering Department

Department



City of Bloomington, Indiana

Change Order Details

Downtown Alley Repaving Project

| | |
|----------------------------------|---|
| Description | Reconstruction of paved alleyways in the downtown Bloomington area. |
| Prime Contractor | E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404 |
| Change Order | 2 |
| Status | Pending |
| Date Created | 03/05/2021 |
| Summary | Balancing Change Order for Final Payment |
| Change Order Description | Balancing Change Order for Final Payment |
| Awarded Project Amount | \$661,200.00 |
| Authorized Project Amount | \$664,560.00 |
| Change Order Amount | -\$80,735.22 |
| Revised Project Amount | \$583,824.78 |

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|-------------|---------|------|------------|----------|--------|----------|--------|----------|--------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |

Section: 1 - Base Bid

| | | | | | | | | | |
|-----|-----------|-----|---------|-------|--------|--------|---------|-------|--------|
| 102 | 109-08359 | DOL | \$1.000 | 1.000 | \$1.00 | -1.000 | -\$1.00 | 0.000 | \$0.00 |
|-----|-----------|-----|---------|-------|--------|--------|---------|-------|--------|

LIQUIDATED DAMAGES

Reason: Balancing Change Order

| Funding Details | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|
|-----------------|--|--|--|--|--|--|--|--|--|

| | | | | | | | | | |
|----------------|--|--|--|-------|--------|--------|---------|-------|--------|
| Base Bid Award | | | | 1.000 | \$1.00 | -1.000 | -\$1.00 | 0.000 | \$0.00 |
|----------------|--|--|--|-------|--------|--------|---------|-------|--------|

| | | | | | | | | | |
|-----|-----------|-----|----------|--------|------------|---------|-------------|-------|--------|
| 105 | 203-02000 | CYS | \$75.000 | 40.000 | \$3,000.00 | -40.000 | -\$3,000.00 | 0.000 | \$0.00 |
|-----|-----------|-----|----------|--------|------------|---------|-------------|-------|--------|

EXCAVATION, COMMON: UNDISTRIBUTED FOR UNDER CUTS

Reason: Balancing Change Order

| Funding Details | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|
|-----------------|--|--|--|--|--|--|--|--|--|

| | | | | | | | | | |
|----------------|--|--|--|--------|------------|---------|-------------|-------|--------|
| Base Bid Award | | | | 40.000 | \$3,000.00 | -40.000 | -\$3,000.00 | 0.000 | \$0.00 |
|----------------|--|--|--|--------|------------|---------|-------------|-------|--------|

| | | | | | | | | | |
|-----|-----------|-----|----------|---------|-------------|----------|--------------|--------|------------|
| 107 | 301-12234 | TON | \$75.000 | 424.000 | \$31,800.00 | -385.470 | -\$28,910.25 | 38.530 | \$2,889.75 |
|-----|-----------|-----|----------|---------|-------------|----------|--------------|--------|------------|

COMPACTED AGGREGATE NO. 53

Reason: Balancing Change Order

| Funding Details | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|
|-----------------|--|--|--|--|--|--|--|--|--|

| | | | | | | | | | |
|----------------|--|--|--|---------|-------------|----------|--------------|--------|------------|
| Base Bid Award | | | | 424.000 | \$31,800.00 | -385.470 | -\$28,910.25 | 38.530 | \$2,889.75 |
|----------------|--|--|--|---------|-------------|----------|--------------|--------|------------|

Change Order Details:

Downtown Alley Repaving Project

03/08/2021

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| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|-------------|-----------|------|------------|-----------|--------------|----------|-------------|-----------|--------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| 008 | 502-06999 | SYS | \$130.000 | 1,225.000 | \$159,250.00 | -12.220 | -\$1,588.60 | 1,212.780 | \$157,661.40 |

2" CCP, 8 IN.

Reason: Balancing Change Order

| Funding Details | | | | | | | | |
|-----------------|--|--|-----------|--------------|---------|-------------|-----------|--------------|
| Base Bid Award | | | 1,225.000 | \$159,250.00 | -12.220 | -\$1,588.60 | 1,212.780 | \$157,661.40 |

| | | | | | | | | | |
|-----|-----------|-----|-----------|--------|------------|-------|----------|--------|------------|
| 009 | 604-06070 | SYS | \$110.000 | 56.000 | \$6,160.00 | 7.220 | \$794.20 | 63.220 | \$6,954.20 |
|-----|-----------|-----|-----------|--------|------------|-------|----------|--------|------------|

SIDEWALK, CONCRETE

Reason: Balancing Change Order

| Funding Details | | | | | | | | |
|-----------------|--|--|--------|------------|-------|----------|--------|------------|
| Base Bid Award | | | 56.000 | \$6,160.00 | 7.220 | \$794.20 | 63.220 | \$6,954.20 |

| | | | | | | | | | |
|-----|-----------|-----|----------|---------|-------------|--------|----------|---------|-------------|
| 011 | 605-06120 | LFT | \$60.000 | 334.000 | \$20,040.00 | 16.000 | \$960.00 | 350.000 | \$21,000.00 |
|-----|-----------|-----|----------|---------|-------------|--------|----------|---------|-------------|

CURB, CONCRETE

Reason: Balancing Change Order

| Funding Details | | | | | | | | |
|-----------------|--|--|---------|-------------|--------|----------|---------|-------------|
| Base Bid Award | | | 334.000 | \$20,040.00 | 16.000 | \$960.00 | 350.000 | \$21,000.00 |

| | | | | | | | | | |
|-----|-----------|-----|-----------|---------|-------------|-------|----------|---------|-------------|
| 012 | 610-09108 | SYS | \$146.000 | 337.000 | \$49,202.00 | 4.330 | \$632.18 | 341.330 | \$49,834.18 |
|-----|-----------|-----|-----------|---------|-------------|-------|----------|---------|-------------|

2" CCP FOR APPROACHES, 9 IN.

Reason: Balancing Change Order

Change Order Details:
Downtown Alley Repaving Project

03/08/2021

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| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|-------------|---------|------|------------|----------|--------|----------|--------|----------|--------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |

Funding Details

| | | | | | | |
|----------------|---------|-------------|-------|----------|---------|-------------|
| Base Bid Award | 337.000 | \$49,202.00 | 4.330 | \$632.18 | 341.330 | \$49,834.18 |
|----------------|---------|-------------|-------|----------|---------|-------------|

| | | | | | | | | | |
|-----|-----------|-----|-----------|--------|------------|---------|-------------|-------|--------|
| 013 | 702-90915 | CYS | \$300.000 | 20.000 | \$6,000.00 | -20.000 | -\$6,000.00 | 0.000 | \$0.00 |
|-----|-----------|-----|-----------|--------|------------|---------|-------------|-------|--------|

CONCRETE, CLASS, A: UNDISTRIBUTED FOR UTILITY PROTECTION

Reason: Balancing Change Order

Funding Details

| | | | | | | |
|----------------|--------|------------|---------|-------------|-------|--------|
| Base Bid Award | 20.000 | \$6,000.00 | -20.000 | -\$6,000.00 | 0.000 | \$0.00 |
|----------------|--------|------------|---------|-------------|-------|--------|

| | | | | | | | | | |
|-----|-----------|-----|---------|------------|-------------|------------|--------------|------------|-------------|
| 014 | 703-06029 | LBS | \$2.800 | 22,990.000 | \$64,372.00 | -8,140.000 | -\$22,792.00 | 14,850.000 | \$41,580.00 |
|-----|-----------|-----|---------|------------|-------------|------------|--------------|------------|-------------|

REINFORCING BARS, EPOXY COATED

Reason: Balancing Change Order

Funding Details

| | | | | | | |
|----------------|------------|-------------|------------|--------------|------------|-------------|
| Base Bid Award | 22,990.000 | \$64,372.00 | -8,140.000 | -\$22,792.00 | 14,850.000 | \$41,580.00 |
|----------------|------------|-------------|------------|--------------|------------|-------------|

| | | | | | | | | | |
|-----|-----------|------|-----------|--------|------------|--------|-------------|--------|------------|
| 015 | 715-11717 | EACH | \$425.000 | 23.000 | \$9,775.00 | -9.000 | -\$3,825.00 | 14.000 | \$5,950.00 |
|-----|-----------|------|-----------|--------|------------|--------|-------------|--------|------------|

PIPE, PVC, DOWNSPOUT EXTENSIONS WITH ELBOW

Reason: Balancing Change Order

Funding Details

| | | | | | | |
|----------------|--------|------------|--------|-------------|--------|------------|
| Base Bid Award | 23.000 | \$9,775.00 | -9.000 | -\$3,825.00 | 14.000 | \$5,950.00 |
|----------------|--------|------------|--------|-------------|--------|------------|

| | | | | | | | | | |
|-----|-----------|------|-----------|-------|------------|-------|---------|-------|------------|
| 016 | 720-44000 | EACH | \$450.000 | 7.000 | \$3,150.00 | 0.045 | \$20.25 | 7.045 | \$3,170.25 |
|-----|-----------|------|-----------|-------|------------|-------|---------|-------|------------|

CASTING, ADJUST TO GRADE:

Change Order Details:

Downtown Alley Repaving Project

03/08/2021

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| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|-------------|---------|------|------------|----------|--------|----------|--------|----------|--------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |

Reason: Balancing Change Order

| Funding Details | | | | | | | | | |
|-----------------|-----------|------|----------------|--------|-------------|--------|-------------|--------|------------|
| | | | Base Bid Award | 7.000 | \$3,150.00 | 0.045 | \$20.25 | 7.045 | \$3,170.25 |
| 17 | 720-94840 | EACH | \$425.000 | 30.000 | \$12,750.00 | -9.000 | -\$3,825.00 | 21.000 | \$8,925.00 |

CASTING, WATER VALVE, ADJUST TO GRADE

Reason: Balancing Change Order

| Funding Details | | | | | | | | | |
|-----------------|-----------|------|----------------|--------|-------------|---------|--------------|--------|------------|
| | | | Base Bid Award | 30.000 | \$12,750.00 | -9.000 | -\$3,825.00 | 21.000 | \$8,925.00 |
| 20 | 802-03896 | EACH | \$550.000 | 32.000 | \$17,600.00 | -24.000 | -\$13,200.00 | 8.000 | \$4,400.00 |

BOLLARD

Reason: Balancing Change Order

| Funding Details | | | | | | | | | |
|-----------------|--|--|----------------|--------|--------------|---------|--------------|-------|--------------|
| | | | Base Bid Award | 32.000 | \$17,600.00 | -24.000 | -\$13,200.00 | 8.000 | \$4,400.00 |
| 3 items | | | Totals | | \$383,100.00 | | -\$80,735.22 | | \$302,364.78 |

Funding Summary

| Fund Package | Original Amount | Authorized Amount | Pending Change | Revised Amount |
|----------------|-----------------|-------------------|----------------|----------------|
| Base Bid Award | \$661,200.00 | \$664,560.00 | -\$80,735.22 | \$583,824.78 |

Change Order Details:
 Downtown Alley Repaving Project

| Fund Package | Original Amount | Authorized Amount | Pending Change | Revised Amount |
|----------------|-----------------|-------------------|----------------|----------------|
| 1 fund package | \$661,200.00 | \$664,560.00 | -\$80,735.22 | \$583,824.78 |

Not valid until signed by the Engineer, Contractor, and Owner

| | | |
|----------|---|--|
| _____ |  |  |
| Engineer | Contractor | Owner |
| _____ | <u>Division Manager</u> | <u>Project Manager</u> |
| Title | Title | Title |
| _____ | <u>3/11/2021</u> | <u>03/08/2021</u> |
| Date | Date | Date |



Board of Public Works Staff Report

| | |
|-----------------------------------|--|
| Project/Event: | Award Construction Agreement for 17 th & Dunn Intersection Improvements Project |
| Petitioner/Representative: | Engineering Department |
| Staff Representative: | Matt Smethurst |
| Date: | March 16 th , 2021 |

Report: This project will replace and upgrade the traffic signal at the intersection of 17th Street and Dunn Street, as well as make geometric improvements to the intersection. Bids were opened at a virtual meeting on March 15th, 2021. The City received one bid;

- E & B Paving, LLC- \$1,277,925.00

E & B Paving, LLC was the lowest responsive and responsible bidder. Construction is anticipated to begin in May, 2021. The intersection will be closed to traffic for 60 days during construction. This project is locally funded.

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, LLC

Contract Amount: \$1,277,925.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|---|--|---|--|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable (NA) |
| <input checked="" type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested.

| | Yes | No | | Yes | No |
|--------------------------------------|-------------------------------------|-------------------------------------|---|-------------------------------------|--------------------------|
| # of Submittals: 1 | | | Was the lowest cost selected? (If no, please state below why it was not.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

3. State why this vendor was selected to receive the award and contract:

E & B Paving, LLC was the lowest responsive and responsible bidder.

Matt Smethurst

 Print/Type Name

Project Manager

 Print/Type Title

Engineering

 Department

ATTACHMENT E

UNIT PRICES



Project Title : 17th & Dunn Intersection Improvements

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|-----------|---------------------------------|--------------------------------------|--------|-------------|-------------|
| 001 | 104-05404 | DESIGN/BUILD (CURB RAMP) | LS | 1.00 | \$8,500.00 | \$8,500.00 |
| 002 | 105-06845 | CONSTRUCTION ENGINEERING | LS | 1.00 | \$9,600.00 | \$9,600.00 |
| 003 | 110-01001 | MOBILIZATION AND DEMOBILIZATION | LS | 1.00 | \$63,500.00 | \$63,500.00 |
| 004 | 201-02245 | TREE 6 IN., REMOVE | EACH | 4.00 | \$350.00 | \$1,400.00 |
| 005 | 201-02250 | TREE 10 IN., REMOVE | EACH | 1.00 | \$700.00 | \$700.00 |
| 006 | 201-02255 | TREE 18 IN., REMOVE | EACH | 1.00 | \$750.00 | \$750.00 |
| 007 | 201-02260 | TREE 30 IN., REMOVE | EACH | 1.00 | \$2,500.00 | \$2,500.00 |
| 008 | 201-52370 | CLEARING RIGHT OF WAY | LS | 1.00 | \$7,500.00 | \$7,500.00 |
| 009 | 202-02272 | PAVED SIDE DITCH, REMOVE | LFT | 101.00 | \$14.00 | \$1,414.00 |
| 010 | 202-02279 | CURB AND GUTTER, REMOVE | LFT | 714.00 | \$9.00 | \$6,426.00 |
| 011 | 202-52710 | SIDEWALK, CONCRETE, REMOVE | SYS | 407.00 | \$16.00 | \$6,512.00 |
| 012 | 202-90747 | RETAINING WALL, REMOVE | LFT | 65.00 | \$39.00 | \$2,535.00 |
| 013 | 202-91385 | INLET, REMOVE | EACH | 2.00 | \$375.00 | \$750.00 |
| 014 | 202-93047 | MANHOLE, REMOVE | EACH | 1.00 | \$750.00 | \$750.00 |
| 015 | 202-93615 | CONCRETE, REMOVE | SYS | 2.00 | \$200.00 | \$400.00 |
| 016 | 202-96128 | GUTTER, CONCRETE, REMOVE | LFT | 247.00 | \$10.00 | \$2,470.00 |
| 017 | 202-96133 | PIPE, REMOVE | LFT | 150.00 | \$20.00 | \$3,000.00 |
| 018 | 203-02000 | EXCAVATION, COMMON | CYS | 365.00 | \$78.00 | \$28,470.00 |
| 019 | 203-02070 | BORROW | CYS | 55.00 | \$32.00 | \$1,760.00 |
| 020 | 205-03371 | SEDIMENT, REMOVE | CYS | 10.00 | \$25.00 | \$250.00 |
| 021 | 205-06933 | TEMPORARY INLET PROTECTION | EACH | 15.00 | \$100.00 | \$1,500.00 |
| 022 | 205-06934 | TEMPORARY MULCH | TON | 1.00 | \$1,000.00 | \$1,000.00 |
| 023 | 205-06937 | TEMPORARY SILT FENCE | LFT | 505.00 | \$4.00 | \$2,020.00 |
| 024 | 205-08594 | FILTER SOCK | LFT | 10.00 | \$10.00 | \$100.00 |
| 025 | 205-09543 | NO. 2 STONE | TON | 50.00 | \$22.00 | \$1,100.00 |
| 026 | 205-11591 | TEMPORARY SEED MIXTURE | LBS | 45 | \$20.00 | \$900.00 |
| 027 | 207-08264 | SUBGRADE TREATMENT, TYPE II | SYS | 286 | \$28.00 | \$8,008.00 |
| 028 | 207-08268 | SUBGRADE TREATMENT, TYPE IV | SYS | 844 | \$42.00 | \$35,448.00 |
| 029 | 211-09265 | STRUCTURE BACKFILL TYPE 2 | CYS | 146 | \$51.00 | \$7,446.00 |

Project Title : 17th & Dunn Intersection Improvements

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|-----------|---|--------------------------------------|---------|------------|-------------|
| 030 | 211-09266 | STRUCTURE BACKFILL TYPE 3 | CYS | 74.00 | \$92.00 | \$6,808.00 |
| 031 | 211-09267 | STRUCTURE BACKFILL TYPE 4 | CYS | 74.00 | \$163.00 | \$12,062.00 |
| 032 | 214-12237 | GEOTEXTILE FOR PAVEMENT, TYPE IB | SYS | 169.00 | \$2.50 | \$422.50 |
| 033 | 301-12234 | COMPACTED AGGREGATE, NO. 53 | CYS | 257.00 | \$75.00 | \$19,275.00 |
| 034 | 305-07464 | PCC BASE PATCHING, 9 IN | SYS | 122.00 | \$65.00 | \$7,930.00 |
| 035 | 306-08034 | MILLING, ASPHALT, 1 1/2 IN. | SYS | 2344.00 | \$5.00 | \$11,720.00 |
| 036 | 401-XXXXX | HMA, TYPE B, SURFACE | TON | 274.00 | \$115.00 | \$31,510.00 |
| 037 | 401-XXXXX | HMA, TYPE B, INTERMEDIATE | TON | 548.00 | \$95.00 | \$52,060.00 |
| 038 | 401-XXXXX | HMA, TYPE B, BASE | TON | 140.00 | \$130.00 | \$18,200.00 |
| 039 | 401-10258 | JOINT ADHESIVE, SURFACE | LFT | 1962.00 | \$0.25 | \$490.50 |
| 040 | 401-10259 | JOINT ADHESIVE, INTERMEDIATE | LFT | 1830.00 | \$0.25 | \$457.50 |
| 041 | 401-11785 | LIQUID ASPHALT SEALANT | LFT | 1962.00 | \$0.25 | \$490.50 |
| 042 | 406-05520 | ASPHALT FOR TACK COAT | TON | 2.00 | \$605.00 | \$1,210.00 |
| 043 | 601-02241 | GUARDRAIL, REMOVE | LFT | 48.00 | \$26.00 | \$1,248.00 |
| 044 | 604-06070 | SIDEWALK, CONCRETE | SYS | 580.00 | \$76.00 | \$44,080.00 |
| 045 | 604-08086 | CURB RAMP, CONCRETE | SYS | 140.00 | \$185.00 | \$25,900.00 |
| 046 | 604-12083 | DETECTABLE WARNING SURFACES | SYS | 19.00 | \$285.00 | \$5,415.00 |
| 047 | 604-95344 | HAND RAIL, PEDESTRIAN | LFT | 295.00 | \$248.00 | \$73,160.00 |
| 048 | 605-06120 | CURB, CONCRETE | LFT | 196.00 | \$56.00 | \$10,976.00 |
| 049 | 605-06155 | CURB & GUTTER, CONCRETE, MODIFIED | LFT | 1413.00 | \$33.00 | \$46,629.00 |
| 050 | 610-07487 | HMA FOR APPROACHES, TYPE B | TON | 19.00 | \$143.00 | \$2,717.00 |
| 051 | 610-09108 | PCCP FOR APPROACHES, 9 IN. | SYS | 238.00 | \$120.00 | \$28,560.00 |
| 052 | 615-06527 | MONUMENT, SECTION CORNER | EACH | 1.00 | \$625.00 | \$625.00 |
| 053 | 621-01004 | MOBILIZATION/DEMOBILIZATION SEEDING | EACH | 1.00 | \$1,000.00 | \$1,000.00 |
| 054 | 621-06545 | FERTILIZER (FOR TEMPORARY SEEDING) | TON | 0.10 | \$2,000.00 | \$200.00 |
| 055 | 621-06567 | WATER | KGAL | 6.00 | \$0.10 | \$0.60 |
| 056 | 621-XXXXX | LANDSCAPING STONE | TON | 25.00 | \$82.00 | \$2,050.00 |
| 057 | 621-06570 | TOPSOIL | CYS | 60.00 | \$75.00 | \$4,500.00 |
| 058 | 621-06575 | SODDING, NURSERY | SYS | 1349.00 | \$6.50 | \$8,768.50 |
| 059 | 622-05650 | PLANT, DEC. TREE, SINGLE STEM, 2 IN. TO 2.5 | EACH | 5.00 | \$850.00 | \$4,250.00 |
| 060 | 702-44240 | CONCRETE A, STRUCTURES | CYS | 2.40 | \$900.00 | \$2,160.00 |
| 061 | 715-05048 | PIPE, TYPE 4, CIRCULAR, 6 IN. | LFT | 292.00 | \$3.50 | \$1,022.00 |
| 062 | 715-05053 | PIPE, UNDERDRAIN OUTLET, 6 IN. | LFT | 16.00 | \$35.00 | \$560.00 |
| 063 | 715-05149 | PIPE, TYPE 2, CIRCULAR, 12 IN. | LFT | 92.00 | \$75.00 | \$6,900.00 |
| 064 | 715-05151 | PIPE, TYPE 2, CIRCULAR, 15 IN. | LFT | 53.00 | \$76.00 | \$4,028.00 |
| 065 | 715-05154 | PIPE, TYPE 2, CIRCULAR, 24 IN. | LFT | 134.00 | \$105.00 | \$14,070.00 |
| 066 | 715-05331 | PIPE, TYPE 2, DEFORMED, MIN. AREA 3.3 SFT | LFT | 100.00 | \$155.00 | \$15,500.00 |
| 067 | 715-09064 | VIDEO INSPECTION FOR PIPE | LFT | 395.00 | \$6.35 | \$2,508.25 |

Project Title : 17th & Dunn Intersection Improvements

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|-----------|--|--------------------------------------|---------|-------------|--------------|
| 068 | 715-46020 | PIPE END SECTION, DIAMETER, 24 IN. | EACH | 1.00 | \$875.00 | \$875.00 |
| 069 | 715-92537 | PIPE PVC 8 IN. | LFT | 16.00 | \$50.00 | \$800.00 |
| 070 | 718-04986 | CLEANOUT | EACH | 1.00 | \$750.00 | \$750.00 |
| 071 | 720-02442 | PIPE, PLUG EXISTING | EACH | 3.00 | \$625.00 | \$1,875.00 |
| 072 | 720-04682 | INLET (G4) | EACH | 1.00 | \$3,250.00 | \$3,250.00 |
| 073 | 720-04682 | INLET (F4) | EACH | 1.00 | \$3,250.00 | \$3,250.00 |
| 074 | 720-44000 | CASTING, ADJUST TO GRADE, INLET & MANH. | EACH | 4.00 | \$650.00 | \$2,600.00 |
| 075 | 720-44045 | CASTING, 8, FURNISH, ADJUST TO GRADE | EACH | 1.00 | \$850.00 | \$850.00 |
| 076 | 720-45045 | INLET, J10 | EACH | 4.00 | \$2,850.00 | \$11,400.00 |
| 077 | 720-45055 | INLET, M10 | EACH | 1.00 | \$2,850.00 | \$2,850.00 |
| 078 | 720-45410 | MANHOLE, C4 | EACH | 3.00 | \$3,600.00 | \$10,800.00 |
| 079 | 720-90349 | MANHOLE, C8 | EACH | 4.00 | \$3,800.00 | \$15,200.00 |
| 080 | 732-11810 | MODULAR BLOCK WALL | SFT | 2867.00 | \$30.00 | \$86,010.00 |
| 081 | 732-11811 | MODULAR BLOCK WALL ERECTION | SFT | 2867.00 | \$19.00 | \$54,473.00 |
| 082 | 801-04308 | ROAD CLOSURE SIGN ASSEMBLY | EACH | 4.00 | \$202.00 | \$808.00 |
| 083 | 801-06625 | DETOUR ROUTE MARKER ASSEMBLY | EACH | 23.00 | \$120.00 | \$2,760.00 |
| 084 | 801-06640 | CONSTRUCTION SIGN, A | EACH | 4.00 | \$153.00 | \$612.00 |
| 085 | 801-06645 | CONSTRUCTION SIGN, B | EACH | 26.00 | \$65.00 | \$1,690.00 |
| 086 | 801-06775 | MAINTAINING TRAFFIC | LS | 1.00 | \$34,003.04 | \$34,003.04 |
| 087 | 801-07119 | BARRICADE, III-B | LFT | 176.00 | \$11.00 | \$1,936.00 |
| 088 | 802-05701 | SIGN POST, SQUARE, 1, RNFRCD ANCHR BSE | LFT | 78.00 | \$18.60 | \$1,450.80 |
| 089 | 802-07058 | SIGN, SHEET, ASSEMBLY, RELOCATE | EACH | 3.00 | \$178.00 | \$534.00 |
| 090 | 802-07060 | SIGN, SHEET, RELOCATE | EACH | 5.00 | \$550.00 | \$2,750.00 |
| 091 | 802-09838 | SIGN, SHEET, WITH LEGEND, 0.080 IN. | SFT | 23.00 | \$18.60 | \$427.80 |
| 092 | 802-09840 | SIGN, SHEET, WITH LEGEND, 0.100 IN. | SFT | 14.00 | \$18.40 | \$257.60 |
| 093 | 802-09842 | SIGN, SHEET, WITH LEGEND, 0.125 IN. | SFT | 19.00 | \$24.00 | \$456.00 |
| 094 | 805-01300 | TRAFFIC SIGNAL EQUIPMENT, REMOVE | EACH | 1.00 | \$12,640.00 | \$12,640.00 |
| 095 | 805-01842 | HANDHOLE SIGNAL TYPE 1 | EACH | 5.00 | \$1,920.00 | \$9,600.00 |
| 096 | 805-01844 | CONDUIT, STEEL, GALVANIZED, 2 IN. | LFT | 60.00 | \$57.70 | \$3,462.00 |
| 097 | 805-02150 | PEDESTRIAN SGNL HD, COUNTDOWN 18 IN. | EACH | 8.00 | \$886.00 | \$7,088.00 |
| 098 | 805-02445 | CNTRLR & CBNT, P1, W/ UPS ATTCHD CBNT | EACH | 1.00 | \$30,856.00 | \$30,856.00 |
| 099 | 805-02645 | SGNL POLE FNDTN 24 IN. X 24 IN. X 36 IN. | EACH | 7.00 | \$1,069.00 | \$7,483.00 |
| 100 | 805-04782 | VIDEO VEHICLE DETECTOR SYSTEM | EACH | 1.00 | \$26,806.00 | \$26,806.00 |
| 101 | 805-05405 | SGNL POLE, PDDL, 4 FT., PAINTED BLACK | EACH | 7.00 | \$1,453.00 | \$10,171.00 |
| 102 | 805-11387 | SGNL CNTLVR STRC, SPRD FTNG FNDTN, C | EACH | 4.00 | \$11,937.00 | \$47,748.00 |
| 103 | 805-11437 | SGNL CNTLVR STRC SNGL ARM CMB ARM LM | EACH | 4.00 | \$28,374.00 | \$113,496.00 |
| 104 | 805-11815 | CONDUIT, HDPE, 2 IN. SCHEDULE 80 | LFT | 1300.00 | \$28.50 | \$37,050.00 |
| 105 | 805-11817 | PEDESTRIAN PUSH BUTTON, APS | EACH | 8.00 | \$1,223.00 | \$9,864.00 |

Project Title : 17th & Dunn Intersection Improvements

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|-----------|---|--------------------------------------|---------|------------|------------|
| 106 | 805-78205 | TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN. | EACH | 8.00 | \$989.00 | \$7,912.00 |
| 107 | 805-78225 | TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN. | EACH | 3.00 | \$1,517.00 | \$4,551.00 |
| 108 | 805-78445 | SIGNAL SERVICE | EACH | 1.00 | \$2,279.00 | \$2,279.00 |
| 109 | 805-78467 | SIGNAL CABLE, SERVICE, COPPER 3C/8 GA | LFT | 210.00 | \$3.30 | \$693.00 |
| 110 | 805-78480 | SIGNAL CABLE, SERVICE, COPPER, 3C/14 GA | LFT | 1300.00 | \$1.90 | \$2,470.00 |
| 111 | 805-78485 | SIGNAL CABLE, SERVICE, COPPER, 5C/14 GA | LFT | 240.00 | \$2.00 | \$480.00 |
| 112 | 805-78490 | SIGNAL CABLE, SERVICE, COPPER, 7C/14 GA | LFT | 810.00 | \$2.50 | \$2,025.00 |
| 113 | 805-78495 | SIGNAL CABLE, SERVICE, COPPER, 9C/14 GA | LFT | 740.00 | \$3.30 | \$2,442.00 |
| 114 | 805-78925 | CONTROLLER CABINET FOUNDATION, P1 | EACH | 1.00 | \$1,868.00 | \$1,868.00 |
| 115 | 805-XXXXX | MODIFY EXIST. SGNL CABNT & FNDTN, P1 | LS | 1.00 | \$2,399.00 | \$2,399.00 |
| 116 | 805-XXXXX | AI-500-02 SRS GLNC PRE-EMPT & PRTY FLD MNT | EACH | 1.00 | \$5,635.00 | \$5,635.00 |
| 117 | 807-86910 | CONNECTOR KIT, UNFUSED | EACH | 4.00 | \$39.40 | \$157.60 |
| 118 | 807-86915 | CONNECTOR KIT, FUSED | EACH | 1.00 | \$42.20 | \$42.20 |
| 119 | 807-95709 | PHOTOCELLS | EACH | 1.00 | \$338.00 | \$338.00 |
| 120 | 807-95889 | WIRE, NO. 10 COPPER, 1/C | LFT | 2560.00 | \$1.10 | \$2,816.00 |
| 121 | 808-03439 | TRNVRS MRKNGS THRMPLSTC CRSWLK WHT 24" | LFT | 329.00 | \$8.56 | \$2,816.24 |
| 122 | 808-06703 | LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN. | LFT | 239.00 | \$1.07 | \$255.73 |
| 123 | 808-75245 | LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN. | LFT | 1856.00 | \$1.08 | \$2,004.48 |
| 124 | 808-75297 | TRNSVRS MRKNG, THRMPLSTC, STOP LINE, 24 IN. | LFT | 86.00 | \$8.56 | \$736.16 |
| 125 | 808-75320 | ARRW | EACH | 5.00 | \$180.00 | \$900.00 |

| | |
|---------------------------|-----------------------|
| TOTAL PROJECT BID: | \$1,277,925.00 |
|---------------------------|-----------------------|

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

E & B PAVING, LLC

FOR

17th & DUNN INTERSECTION IMPROVEMENTS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E & B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the replacement and upgrade of the traffic signal at the intersection of 17th & Dunn (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar

size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this

Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

| <u>Coverage</u> | <u>Limits</u> |
|---|----------------------------------|
| A. Worker’s Compensation & Disability | Statutory Requirements |
| B. Employer’s Liability Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| C. Commercial General Liability (Occurrence Basis) | \$1,000,000 per occurrence |
| Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations) | and \$2,000,000 in the aggregate |
| Products/Completed Operation | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training,

conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

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

5.09 **Workmanship and Quality of Materials**

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana

is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|---------------------------------------|--------------------------------|
| City of Bloomington | E & B Paving, LLC |
| Attn: Matt Smethurst, Project Manager | Attn: Todd Hoops, Area Manager |
| P.O. Box 100 Suite 130 | 2520 W. Industrial Park Drive |
| Bloomington, Indiana 47402 | Bloomington, Indiana 47404 |

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees’ Immigration Status**

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

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

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

5.19 **Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR’S employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR’S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

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"

17th & Dunn Intersection Improvements

This project shall include, but is not limited to, the replacement and upgrade of the traffic signal at the intersection of 17th Street and Dunn Street. This project shall include the placement of signal hardware, curbing, sidewalk, asphalt, pavement markings, and landscaping per the plans and specifications, and placement of stormwater infrastructure according to the most recent set of City of Bloomington Utilities Specifications at the time of bidding. All other work shall be completed as shown on the plans and specifications included with this packet, and by the most recent INDOT Specifications.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 16th day of March, 2021, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E & B Paving, LLC, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 16th day of March 2021, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

satisfactory to Escrow Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

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

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

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

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

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

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

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

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

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

If to Contractor:

Name: _____

Address: _____

City/State: _____

Attn: _____

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

OWNER:

City of Bloomington, Board of Public Works

By: _____
Dana Palazzo, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS

(Date)

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

Attn: Cindy Kinnarney

Ladies and Gentlemen:

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

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

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

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington
Board of Public Works
401 N. Morton St., Suite 130
Bloomington, IN 47404

By: _____
Andrew Cibor, City Engineer

Contractor

By: _____

Printed Name: _____

Title: _____

Reviewed and Approved By:

Adam Wason, Director
Public Works Department

Escrow Agent
First Financial Bank

By: _____

Dated: _____

Printed Name and Title



Board of Public Works Staff Report

Project/Event: Award Construction Agreement for East Discovery Parkway Roadway Resurface and Path Construction

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: March 16th, 2021

Report: This project will mill and resurface East Discovery Parkway from the entrance to the new IU Health Hospital to the southerly curve. Additionally, a new multi-use path will be constructed on the north side of the roadway. Construction is anticipated to begin in April of 2021 and be completed prior to the Hospital move in November. The project will require lane closures of East Discovery Parkway, with a detour route posted on 10th Street and the 45/46 bypass. Bids were opened on March 15th, 2021 with the following three bids being received.

- Milestone Contractors, \$534,415.00
- E&B Paving, LLC, \$542,450.00
- Crider & Crider, \$523,195.20

Funding for this project is provided through an agreement with Indiana University Health, as well as a State Community Crossing Grant in the amount of \$191,326.70.

City of Bloomington Contract and Purchase Justification Form

Vendor: Cider & Crider, Inc.

Contract Amount: \$523,195.20

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|---|--|---|--|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable (NA) |
| <input checked="" type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested. Yes No

| | | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|---|--|
| # of Submittals: 3 | Yes | No | | |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the lowest cost selected? (If no, please state below why it was not.) | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |

3. State why this vendor was selected to receive the award and contract:

Awarded in compliance with IAC 36-1-12-4 (b) (8) (A), The board shall award the contract for the public work to the lowest responsible and responsive bidder.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

Crider & Crider, Inc.

FOR

East Discovery Parkway Roadway Resurface and Path Construction

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Crider & Crider, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the resurfacing of East Discovery Parkway and the installation of a multiuse path (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within seventy-five (75) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY'S other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

| <u>Coverage</u> | <u>Limits</u> |
|--|----------------------------|
| A. Worker's Compensation & Disability | Statutory Requirements |
| B. Employer's Liability Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| C. Commercial General Liability (Occurrence Basis) | \$1,000,000 per occurrence |
| Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, | and \$2,000,000 in the |

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|---------------------|-----------------------|
| City of Bloomington | Crider & Crider, Inc. |
| Attn: Roy Aten | Attn: Brian Waltz |

| | |
|----------------------------|-----------------------|
| P.O. Box 100 Suite 130 | 1900 Liberty Drive |
| Bloomington, Indiana 47402 | Bloomington, IN 47403 |

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

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"

East Discovery Parkway Roadway Resurface and Path Construction

This project shall include, but is not limited to, the installation of a multi-use path, and the resurface of East Discovery Parkway beginning approximately 1,220 feet from the intersection of S.R. 45/46 Bypass, continuing easterly 1,265 feet.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

| | Trench Safety Measure | Units of Measure | Unit Cost | Unit Quantity | Extended Cost |
|----|-----------------------|------------------|-----------|---------------|-----------------|
| A. | | | | | |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| | | | | Total | \$ _____ |

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____ Signature of Notary Public

County of Residence: _____ Printed Name of Notary Public

Commission #: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Printed Name

Signature

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Commission #: _____

Printed Name of Notary Public

ATTACHMENT 'E'
ATTACHMENT 'E'



City of Bloomington
Engineering Department

Letting Date: March 15th, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : EAST DISCOVERY PARKWAY ROADWAY RESURFACE AND PATH CONSTRUCTION

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|-----------|--|--------------------------------------|-------|-------------|-------------|
| 001 | 105-06845 | CONSTRUCTION ENGINEERING | | 1 LS | \$22,500.00 | \$22,500.00 |
| 002 | 109-08359 | LIQUIDATED DAMAGES | | 1 DOL | \$1.00 | \$1.00 |
| 003 | 110-01001 | MOBILIZATION AND DEMOBILIZATION | | 1 LS | \$23,500.00 | \$23,500.00 |
| 004 | 201-52370 | CLEARING RIGHT OF WAY | | 1 LS | \$6,000.00 | \$6,000.00 |
| 005 | 202-02279 | CURB AND GUTTER, REMOVE | 1461 | LFT | \$5.00 | \$7,305.00 |
| 006 | 202-52710 | SIDEWALK CONCRETE, REMOVE | 15 | SYS | \$32.00 | \$480.00 |
| 007 | 20302000 | EXCAVATION, COMMON | 290 | CYS | \$67.00 | \$19,430.00 |
| 008 | 203-02070 | BORROW | 115 | CYS | \$25.00 | \$2,875.00 |
| 009 | 205-12108 | STORMWATER MANAGEMENT BUDGET | 4600 | DOL | \$1.00 | \$4,600.00 |
| 010 | 205-12618 | SWQCP PREPARATION, LEVEL 1 | 1 | LS | \$8,500.00 | \$8,500.00 |
| 011 | 207-08266 | SUBGRADE TREATMENT, TYPE III | 1671 | SYS | \$2.20 | \$3,676.20 |
| 012 | 207-09935 | SUBGRADE TREATMENT, TYPE IC | 671 | SYS | \$42.00 | \$28,182.00 |
| 013 | 301-12234 | COMPACTED AGGREGATE NO. 53 | 258 | CYS | \$62.00 | \$15,996.00 |
| 014 | 304-07490 | HMA PATCHING, TYPE B | 296 | TON | \$133.00 | \$39,368.00 |
| 015 | 306-08034 | MILLING, ASPHALT, 1 1/2 IN. | 4362 | SYS | \$4.00 | \$17,448.00 |
| 016 | 401-10258 | JOINT ADHESIVE, SURFACE | 1175 | LFT | \$1.25 | \$1,468.75 |
| 017 | 401-11785 | LIQUID ASPHALT SEALANT | 1175 | LFT | \$1.30 | \$1,527.50 |
| 018 | 402-00001 | HMA SURFACE, TYPE C, 9.5 mm | 360 | TON | \$130.00 | \$46,800.00 |
| 019 | 402-00002 | HMA FOR PATHS, TYPE B | 233 | TON | \$145.00 | \$33,785.00 |
| 020 | 406-05520 | ASPHALT FOR TACK COAT | 2 | TON | \$775.00 | \$1,550.00 |
| 021 | 502-06457 | PCCP, 9 IN. | 14 | SYS | \$230.00 | \$3,220.00 |
| 022 | 503-05240 | D-1 CONTRACTION JOINT | 32 | LFT | \$25.00 | \$800.00 |
| 023 | 604-06070 | SIDEWALK, CONCRETE | 4 | SYS | \$70.00 | \$280.00 |
| 024 | 604-08086 | CURB RAMP, CONCRETE | 83 | SYS | \$185.00 | \$15,355.00 |
| 025 | 604-12083 | DETECTABLE WARNING SURFACES | 14 | SYS | \$255.00 | \$3,570.00 |
| 026 | 604-95344 | HAND RAIL, PEDESTRIAN | 78 | LFT | \$200.00 | \$15,600.00 |
| 027 | 605-06140 | CURB AND GUTTER, CONCRETE | 112 | LFT | \$45.00 | \$5,040.00 |
| 028 | 605-06160 | CURB AND GUTTER, B, CONCRETE, MODIFIED | 1350 | LFT | \$35.00 | \$47,250.00 |
| 029 | 605-06255 | CENTER CURB, D, CONCRETE | 6 | SYS | \$250.00 | \$1,500.00 |
| 030 | 616-12161 | RIPRAP, GROUTED, 6-9 IN. | 34 | SYS | \$75.00 | \$2,550.00 |

Continued on next page.



**City of Bloomington
Engineering Department**

Letting Date: March 15th, 2021

Proposal Schedule of Items (Unit Prices)

Page 2 of 2

Project Title : EAST DISCOVERY PARKWAY ROADWAY RESURFACE AND PATH CONSTRUCTION

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|-----------|---|--------------------------------------|-------|------------|-------------|
| 031 | 616-12246 | GEOTEXTILE FOR RIPRAP TYPE 1A | 34 | SYS | \$12.50 | \$425.00 |
| 032 | 621-01004 | MOBILIZATION AND DEMOBILIZATION FOR SEEDING | 2 | EACH | \$995.00 | \$1,990.00 |
| 033 | 621-02770 | EROSION CONTROL BLANKET | 509 | SYS | \$2.50 | \$1,272.50 |
| 034 | 621-06554 | SEED MIXTURE U | 21 | LBS | \$5.00 | \$105.00 |
| 035 | 621-06575 | SODDING, NURSERY | 1049 | SYS | \$6.50 | \$6,818.50 |
| 036 | 622-05650 | PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN. | 43 | EACH | \$740.00 | \$31,820.00 |
| 037 | 702-44240 | CONCRETE, A, STRUCTURES | 27 | CYS | \$1,920.00 | \$51,840.00 |
| 038 | 703-06029 | REINFORCING BARS, EPOXY COATED | 2491 | LBS | \$3.75 | \$9,341.25 |
| 039 | 720-01894 | CASTING, ADJUST TO GRADE | 4 | EACH | \$525.00 | \$2,100.00 |
| 040 | 801-04308 | ROAD CLOSURE SIGN ASSEMBLY | 4 | EACH | \$315.00 | \$1,260.00 |
| 041 | 801-06625 | DETOUR ROUTE MARKER ASSEMBLY | 6 | EACH | \$180.00 | \$1,080.00 |
| 042 | 801-06640 | CONSTRUCTION SIGN, A | 28 | EACH | \$220.00 | \$6,160.00 |
| 043 | 801-06775 | MAINTAINING TRAFFIC | 1 | LS | \$8,000.00 | \$8,000.00 |
| 044 | 801-07118 | BARRICADE, III-A | 76 | LFT | \$18.50 | \$1,406.00 |
| 045 | 802-05701 | SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE | 22 | LFT | \$18.75 | \$412.50 |
| 046 | 802-09838 | SIGN, SHEET, WITH LEGEND, 0.080 IN. | 6 | SFT | \$32.00 | \$192.00 |
| 047 | 802-91122 | SIGN GROUND MOUNTED RESET | 1 | EACH | \$315.00 | \$315.00 |
| 048 | 808-01226 | SNOWPLOWABLE RAISED PAVEMENT MARKER CASTING INSTALL | 8 | EACH | \$500.00 | \$4,000.00 |
| 049 | 808-03439 | TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN. | 200 | LFT | \$50.00 | \$10,000.00 |
| 050 | 808-75043 | LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN. | 115 | LFT | \$12.00 | \$1,380.00 |
| 051 | 808-75297 | TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN. | 24 | LFT | \$55.00 | \$1,320.00 |
| 052 | 808-75320 | PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW | 3 | EACH | \$600.00 | \$1,800.00 |

| | |
|-------------|---------------------|
| BID: | \$523,195.20 |
|-------------|---------------------|



Board of Public Works Staff Report

| | |
|-----------------------------------|---|
| Project/Event: | Award Construction Agreement for Jackson Creek Trail Tree Removal Project to Monroe LLC |
| Petitioner/Representative: | Engineering Department |
| Staff Representative: | Roy Aten |
| Date: | March 16 th , 2021 |

Report: This project will remove the existing trees along the proposed Jackson Creek Trail Project. The project will require periodic lane closures with flaggers along South High Street, from Arden Drive to Winslow Road. Tree removal will begin in March and be completed in May. The Board received two quotes for the work;

- Bluestone Tree, \$56,890.00
- Monroe LLC, \$68,500.00

Bluestone Tree submitted the lowest quote, however the quote packet did not contain the required submittals as outlined in the request for quotes. More specifically, Bluestone Tree failed to submit a completed Form 96, a signed quote form, and a signed non-collusion affidavit. For these reasons Bluestone Tree's submitted quote has been determined to be non-responsive.

The lowest responsible and responsive quoter for the project is Monroe LLC with a quote of \$68,500.00.

Funding for this project is provided from the 2016 GO Bond Series C.

City of Bloomington Contract and Purchase Justification Form

Vendor: Monroe LLC

Contract Amount: \$68,500.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

| | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable (NA) |
| <input type="checkbox"/> Invitation to Bid (ITB) | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested. Yes No

| | | | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|--|--------------------------|-------------------------------------|
| # of Submittals: 2 | Yes | No | Was the lowest cost selected? (If no, please state below why it was not.) | Yes | No |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | The lowest quote was received from Bluestone Tree in the amount of \$56,890.00. That quote was determined by the Board to be non-responsive due to a failure to submit a completed Form 96, a signed quote form, and a signed non-collusion affidavit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

3. State why this vendor was selected to receive the award and contract:

Per IC 36-1-12-5 (b) (3), The board shall award the contract for the public work to the lowest responsible and responsive quoter.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

MONROE LLC

FOR

Jackson Creek Trail Tree Clearing

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **tree clearing along the proposed Jackson Creek Trail Project**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due

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

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

ARTICLE 3. COMPENSATION

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 Sixty-Eight Thousand, Five Hundred Dollars (\$68,500.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its 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 his or her officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of his or her officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

5.02 Abandonment, Default and Termination

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

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

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.

2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the 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 or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| A. Worker's Compensation & Disability | Statutory Requirements |
| B. Employer's Liability Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| C. Commercial General Liability (Occurrence Basis) 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 he or she is now and will maintain in good standing with such governmental agencies and that he or she will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

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

5.08.02 CONTRACTOR certifies for themselves and all his or her subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that he or she:

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

5.09.02 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) feet in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|------------------------------|-----------------------|
| City of Bloomington | Monroe LLC |
| Attn: Roy Aten | Attn: John M. Simpson |
| 401 N. Morton St., Suite 130 | 4440 St Rd 46 W |
| Bloomington, Indiana 47404 | Nashville, IN 47448 |

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

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"

Jackson Creek Trail Tree Clearing

This project shall include, but is not limited to the cutting down and removal of trees along the proposed Jackson Creek Trail Project.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter’s Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

| | Trench Safety Measure | Units of Measure | Unit Cost | Unit Quantity | Extended Cost |
|----|-----------------------|------------------|-----------|---------------|-----------------|
| A. | | | | | |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| | | | | Total | \$ _____ |

Method of Compliance (Specify) _____

Date: _____, 20__

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by
the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____



Board of Public Works Staff Report

Project/Event: Approval of Construction Inspection Contract with Shrewsberry & Associates LLC for Discovery Parkway Project

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 3/16/2021

Report: This project will install multiuse path on the north side of Discovery Parkway, resurface the street with spot full depth pavement repairs and replace median island curbs to improve emergency vehicle access. During the construction phase of the project the City will need assistance with construction inspections. Shrewsberry & Associates LLC was selected from our on-call engineering services list to perform this service due to their extensive experience with construction inspection services. The total contract amount for these services is set at a not-to-exceed amount of \$89,989.25. This project is funded through an IUH escrow account and item #4a of our MOU with IUH states construction inspection funding is a part of the agreement.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Construction Inspection Contract with Shrewsberry & Associates LLC for the Discovery Parkway Project.

Recommend **Approval** **Denial** by Patrick Dierkes

| <u>Project Approvals Timeline</u> | | |
|---|---------------------|------------------|
| <u>Approval Type</u> | <u>Status</u> | <u>Date</u> |
| Funding Approval | N/A | -- |
| Design Services Contract | Under Contract | 7/7/2020 |
| ROW Services Contract | N/A | -- |
| Public Need Resolution | N/A | -- |
| Construction Inspection Contract | Current Item | 3/16/2021 |
| Construction Contract | Potential Award | 3/16/2021 |

City of Bloomington Contract and Purchase Justification Form

Vendor: Shrewsberry & Associates, LLC

Contract Amount: \$89,989.25

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: {Attach a quote or bid tabulation if applicable}

| | | | |
|--|---|---|--|
| <input type="checkbox"/> Request for Quote {RFQ} | <input type="checkbox"/> Request for Proposal {RFP} | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable {NA} |
| <input type="checkbox"/> Invitation to Bid {ITB} | <input checked="" type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 24

| | Yes | No |
|--------------------------------------|-------------------------------------|--------------------------|
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Was an evaluation team used? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Was scoring grid used? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Were vendor presentations requested? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Yes No

Was the lowest cost selected? {If no, please state below why it was not.}

The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list is from April 15, 2019 through March 31, 2022.

3. State why this vendor was selected to receive the award and contract:

Shrewsberry & Associates LLC was selected from our on-call engineering services list to perform this service due to their extensive experience with construction inspection services.

 Patrick Dierkes

Print/Type Name

 Project Engineer

Print/Type Title

 Engineering

Department

PROJECT NAME: E. Discovery Parkway

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2021, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Shrewsberry & Associates, LLC, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to replace curb, repair failing pavement and resurface the road on E. Discovery Parkway in Bloomington, Indiana; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks described in Exhibit A, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide construction inspection services. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Patrick Dierkes, Project Engineer, Department of Engineering (“Dierkes”), to serve as the Board’s representative for the project. Dierkes shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the portion of the project identified as E. Discovery Parkway project, the total compensation paid, including fees and expenses, shall not exceed the amount of **Eighty-nine Thousand, Nine Hundred Eighty-nine Dollars and Twenty-five Cents (\$89,989.25)**. These sums include salaries, payroll taxes and insurance, employee fringe

benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or

provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project

are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Dept.
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Shrewsberry & Associates, LLC
Attn: D. Blake Wilson, LPG
7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington
Board of Public Works

Shrewsberry & Associates, LLC

By: _____
Dana Palazzo, President

D. Blake Wilson, LPG
Principal

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Kyla Cox Deckard, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Provided as separate spreadsheet.

EXHIBIT "A"

SERVICES BY CONSTRUCTION INSPECTOR

A. Construction Inspector Personnel

For the fulfillment of all services outlined in Section B below, the CONSTRUCTION INSPECTOR shall provide one (1) full time Resident Project Representative, inspectors, clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSTRUCTION INSPECTOR are subject to approval by the OWNER and no personnel will be assigned to the project until the OWNER's approval is obtained.

The full time Resident Project Representative shall report to the OWNER on all matters concerning contract compliance and administration.

The full time Resident Project Representative shall coordinate project activities with the OWNER'S Project Manager.

The full time Resident Project Representative/Inspectors shall have a mobile cellular telephone with them at all time and shall make the telephone number available to the Contractor's Superintendent/Foreman and the Town's Project Manager to respond to questions concerning their assignments

B. Description of Services

CONSTRUCTION INSPECTOR shall:

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the OWNER concerning the schedule's acceptability.
2. Conferences: Schedule, conduct, notify participants, and provide minutes of pre-construction meetings, partnering meetings, progress meetings and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City of Bloomington.

The CONSTRUCTION INSPECTOR shall be available for conferences as requested by the OWNER to review working details of the project. The OWNER may review and inspect the activities whenever desired during the life of the

agreement.

3. Liaison: Serve as the OWNER'S liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor to insure that all provisions therein are in compliance. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the OWNER.
4. Cooperation: Cooperate with the OWNER in dealing with various Federal, State and Local Agencies having jurisdiction over the project.
5. Suppliers/Subcontractors: Obtain from the Contractor a list of its proposed suppliers and subcontractors.
6. Information: Obtain from the Contractor additional details or information when needed at the job site for proper execution of the work.
7. Certification- of Materials: Check for completeness of certifications of materials delivered to the site.
8. Shop Drawings:
 - a. ~~Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.~~

~~The shop drawings of signing, lighting and traffic signal items, if the project is on a State Route, shall be forwarded to INDOT for approval.~~
 - b. ~~Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.~~
 - e. ~~Alert the Contractor's field superintendent when it is observed that materials or equipment are being or are about to be used or installed before approval of shop drawings or samples, where such are required, and advise the OWNER when it is necessary to disapprove work as failing to conform to the Contract Documents.~~

9. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections for the OWNER, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspections to the OWNER.
 - c. Verify that the required QUALITY CONTROL SAMPLING AND TESTING has been accomplished and materials certification has been provided by the Contractor.
 - d. Review the Contractor's test/certification results for accuracy and retain in the project file.
10. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the OWNER.
11. Records:
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or log book, recording CONSTRUCTION INSPECTOR'S hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the OWNER.
 - c. Maintain for the OWNER, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Obtain red line marked up "As Built" drawings. The red line mark ups shall be for any modification to the plans as bid. Examples of modifications to be marked up may include but are not limited to the following:
 1. Geometric revision (additions or deletions) to the as bid plans.

- ii. Type of pipe installed from the specified Class.
- 111. Changes in the size of a pipe.
- IV. Changes in the structure or casting type.
- v. Revisions to planned invert elevations.
- VI. Existing infrastructure discovered during construction (ie. field tile, storm sewers, manholes, etc.) that will remain in place as well as any connections to the new construction.
- vii. Revisions to planned drainage swales or ditches.
- vm. Changes in the pavement thickness, composition, or type.
- IX. Revisions to permanent right-of-way or easements or the location of any encroachments to the right-of-way or easements that will remain after the project.
- x. Traffic signal conduit/wiring revisions.

~~The CONSTRUCTION INSPECTOR shall deliver one (1) PDF set of as-built prints. and shall revise the digital version of the contract plans, and the proposed and existing infrastructure data supplied by the design consultant, and submit them in an electronic format to reflect the "As-Built" changes listed above. The revised as-built digital drawings must be converted to a Tagged Image File Format (TIFF, monochrome format) if the digital design plans supplied are of some other format. Each individual sheet contained in the printed set of as-builts shall be included in the electronic format submittal, with each sheet being converted to an individual TIFF file. The image resolution shall be of such value as to maintain complete legibility of each drawing. The labeling on the submitted media shall include the following:~~

- ~~• The project name.~~
- ~~• The Town's project number.~~
- ~~• The submitting consultant's company name and address.~~
- ~~• The date of the submittal.~~
- ~~• The file format(s) used.~~
- ~~• An index to all included sheets (files) indicating which file name equals which drawing name.~~
- ~~• The term "As-Built Drawings" or "Records Drawings" clearly indicated.~~

~~The CONSTRUCTION INSPECTOR shall also provide an overall site drawing, in electronic format, of the project area, showing the new or modified infrastructure as constructed. This drawing must comply with the "Digital Data Submission Standards" document (Indianapolis/Marion County GIS). The site drawing must be in either its original CAD format or in DXF (Data Exchange Format), and shall be included on the same media as the as-built drawing files, along with the required attribute data files, as outlined in the document. The CONSTRUCTION INSPECTOR shall~~

~~deliver to the OWNER two (2) copies of all electronic format submittals.~~

- e. Prepare the Final Construction Record, Daily Progressive Record, and Final Estimate as required by the OWNER.
12. Reports: Furnish to the OWNER at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
13. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the OWNER for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
14. Project Responsibility: Be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
15. Work Schedule and Suspension: Be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the OWNER. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSTRUCTION INSPECTOR may also be suspended without cost to the-project.
16. Contract Administration: Administer the contract in accordance with the current edition of the INDOT Standard Drawings, Standard Specifications, and "General Instructions to Field Employees".
17. Conflict of Interest: Acknowledge and agree that the CONSTRUCTION INSPECTOR, a firm associated with the CONSTRUCTION INSPECTOR or an individual associated with the CONSTRUCTION INSPECTOR cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSTRUCTION INSPECTOR if the firm and CONSTRUCTION INSPECTOR have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSTRUCTION INSPECTOR if the individual is an employee of the CONSTRUCTION INSPECTOR or an employee of a firm associated with the CONSTRUCTION INSPECTOR.

For purposes of this section the following definitions shall be used:

Director -Any member of the board of directors of a corporation.

Officer- The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner- A sole proprietor, any partner in a partnership, or any shareholder of a corporation.



MANHOUR JUSTIFICATIONS

City of Bloomington: Discovery Parkway Road Reconstruction & Multi-Use Path

| Task Description | Reimbursable Expenses | | | | | TOTAL |
|---|-----------------------|---|------------|-------------|-------------|---------------------|
| | Mileage | Miscellaneous Prints, Fees, Shipping, etc. | Engineer 5 | Inspector 2 | Inspector 1 | |
| | | | \$ 191.35 | \$ 91.55 | \$ 80.20 | |
| CONSTRUCTION SERVICES: DISCOVERY PARKWAY | | | | | | |
| Field Observation | | | 10 | 800 | 80 | \$ 81,569.50 |
| Meetings | | | 5 | 15 | | \$ 2,330.00 |
| Closeout | | | 5 | 20 | 10 | \$ 3,589.75 |
| Mileage | \$ 500 | | | | | \$ 500.00 |
| Appia License | | \$ 2,000 | | | | \$ 2,000.00 |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| TASK 1 - CONSTRUCTION SERVICES SUBTOTAL | \$ 500.00 | \$ 2,000.00 | 20 | 835 | 90 | \$ 89,969.25 |



2021-2022 BILLING RATE TABLE

Effective Date: 02/07/21

Project Number & Description: 21-0037 - City of Bloomington - Discovery Parkway Road Reconstruction & Multi-Use Path

| GROUP CLASSIFICATIONS/STAFF TYPES | 2021 GROUP HOURLY LABOR RATE | 2021 GROUP HOURLY LABOR RATE X OVERHEAD @ 142.28% | 2021 GROUP HOURLY LABOR RATE + OH | 2021 GROUP HOURLY LABOR RATE + OH x PROFIT @ 11.10% | 2021 GROUP HOURLY LABOR RATE TIMES COST OF MONEY @ 0.49% | 2021 HOURLY BILLING RATE |
|-----------------------------------|------------------------------|---|-----------------------------------|---|--|--------------------------|
| MANAGEMENT | | | | | | |
| Principal 7 | \$ 79.96 | \$ 113.77 | \$ 193.73 | \$ 21.50 | \$ 0.39 | \$ 215.62 |
| ENGINEERING | | | | | | |
| Engineer 7 | \$ 96.99 | \$ 138.00 | \$ 234.99 | \$ 26.08 | \$ 0.48 | \$ 261.55 |
| Engineer 6 | \$ 74.73 | \$ 106.33 | \$ 181.06 | \$ 20.10 | \$ 0.37 | \$ 201.52 |
| Engineer 5 | \$ 70.96 | \$ 100.96 | \$ 171.92 | \$ 19.08 | \$ 0.35 | \$ 191.35 |
| Engineer 4 | \$ 59.50 | \$ 84.66 | \$ 144.16 | \$ 16.00 | \$ 0.29 | \$ 160.45 |
| Engineer 3 | \$ 48.32 | \$ 68.75 | \$ 117.07 | \$ 12.99 | \$ 0.24 | \$ 123.30 |
| Engineer 2 | \$ 43.51 | \$ 61.91 | \$ 105.42 | \$ 11.70 | \$ 0.21 | \$ 117.33 |
| Engineer 1 | \$ 33.80 | \$ 48.09 | \$ 81.89 | \$ 9.09 | \$ 0.17 | \$ 91.15 |
| Designer 5 | \$ 53.63 | \$ 76.30 | \$ 129.93 | \$ 14.42 | \$ 0.26 | \$ 144.62 |
| Designer 4 | \$ 45.91 | \$ 65.32 | \$ 111.23 | \$ 12.35 | \$ 0.22 | \$ 123.80 |
| Designer 3 | \$ 38.19 | \$ 54.34 | \$ 92.53 | \$ 10.27 | \$ 0.19 | \$ 102.98 |
| Designer 2 | \$ 27.45 | \$ 39.06 | \$ 66.51 | \$ 7.38 | \$ 0.13 | \$ 74.02 |
| Designer 1 | \$ 27.32 | \$ 38.87 | \$ 66.19 | \$ 7.35 | \$ 0.13 | \$ 73.67 |
| CADD Drafter 2 | \$ 25.50 | \$ 36.28 | \$ 61.78 | \$ 6.86 | \$ 0.12 | \$ 68.76 |
| CADD Drafter 1 | \$ 19.69 | \$ 28.02 | \$ 47.71 | \$ 5.30 | \$ 0.10 | \$ 53.11 |
| LANDSCAPE ARCHITECTURE | | | | | | |
| Landscape Architect 6 | \$ 64.64 | \$ 91.97 | \$ 156.61 | \$ 17.38 | \$ 0.32 | \$ 174.31 |
| Landscape Architect 5 | \$ 44.66 | \$ 63.54 | \$ 108.20 | \$ 12.01 | \$ 0.22 | \$ 120.43 |
| Landscape Architect 4 | \$ 40.61 | \$ 57.78 | \$ 98.39 | \$ 10.92 | \$ 0.20 | \$ 109.51 |
| Landscape Architect 3 | \$ 30.90 | \$ 43.96 | \$ 74.86 | \$ 8.31 | \$ 0.15 | \$ 83.33 |
| Landscape Architect 2 | \$ 29.71 | \$ 42.27 | \$ 71.98 | \$ 7.99 | \$ 0.15 | \$ 80.12 |
| Landscape Architect 1 | \$ 25.48 | \$ 36.26 | \$ 61.74 | \$ 6.85 | \$ 0.12 | \$ 68.72 |
| CONSTRUCTION SERVICES | | | | | | |
| Inspector 5 | \$ 80.25 | \$ 114.18 | \$ 194.43 | \$ 21.58 | \$ 0.39 | \$ 216.40 |
| Inspector 4 | \$ 60.10 | \$ 85.51 | \$ 145.61 | \$ 16.16 | \$ 0.29 | \$ 162.07 |
| Inspector 3 | \$ 42.87 | \$ 61.00 | \$ 103.87 | \$ 11.53 | \$ 0.21 | \$ 115.60 |
| Inspector 2 | \$ 33.95 | \$ 48.30 | \$ 82.25 | \$ 9.13 | \$ 0.17 | \$ 91.55 |
| Inspector 1 | \$ 29.74 | \$ 42.31 | \$ 72.05 | \$ 8.00 | \$ 0.15 | \$ 80.20 |
| SUPPORT | | | | | | |
| Administration 6 | \$ 61.90 | \$ 88.07 | \$ 149.97 | \$ 16.65 | \$ 0.30 | \$ 166.92 |
| Project Manager 5 | \$ 79.23 | \$ 112.73 | \$ 191.96 | \$ 21.31 | \$ 0.39 | \$ 213.65 |
| Administration 4 | \$ 40.05 | \$ 56.98 | \$ 97.03 | \$ 10.77 | \$ 0.20 | \$ 108.00 |
| Administration 3 | \$ 38.80 | \$ 55.20 | \$ 94.00 | \$ 10.43 | \$ 0.19 | \$ 104.63 |
| Administration 2 | \$ 23.18 | \$ 32.97 | \$ 56.15 | \$ 6.23 | \$ 0.11 | \$ 62.49 |
| Administration 1 | \$ 20.86 | \$ 29.68 | \$ 50.53 | \$ 5.61 | \$ 0.10 | \$ 56.24 |
| Intern | \$ 15.45 | \$ 21.98 | \$ 37.43 | \$ 4.15 | \$ 0.08 | \$ 41.66 |

As verified and Approved as to the date indicated.

Signed: *D Blake Wilson* 2/19/2021

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Time & Material basis. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

E. DISCOVERY PARKWAY

| | |
|--|---------------------|
| Field Observation | \$ 81,569.50 |
| Meetings | \$ 2,330.00 |
| Closeout | \$ 3,589.75 |
| Total Hourly Not-To-Exceed Labor: | \$ 87,489.25 |

| | |
|--|--------------------|
| Estimated Expense for Appia Software License Renewal | \$ 2,000.00 |
| Estimated Expense for On-Site Mileage at a Rate approved by the City | \$ 500.00 |
| Total Estimated Expenses: | \$ 2,500.00 |

TOTAL ESTIMATED COST OF E. DISCOVERY PARKWAY \$ 89,989.25

For the purpose of estimated additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

| | |
|------------------|-----------|
| Engineer 5: | \$ 191.35 |
| Inspector 2: | \$ 91.55 |
| Inspector 1: | \$ 80.20 |
| Direct Expenses: | At Cost |

**EXHIBIT C
PROJECT SCHEDULE**

| | E. DISCOVERY PARKWAY | |
|---------------------------|-----------------------------|-------------------------|
| MILESTONES | ESTIMATED DATE | COMMENTS |
| Bid Opening | March 15, 2021 | |
| Bid Award | March 16, 2021 | |
| Notice to Proceed | April 12, 2021 | Estimated |
| Final Completion | July 31, 2021 | |
| Final Construction Record | August 31, 2021 | 30 day after completion |

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility

Name

Engineer 5

Chad Mills

Inspector 2

Erving Williams

Inspector 1

Tony Jenkins

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

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

D. Blake Wilson
D. Blake Wilson, LPG
Principal

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared D. Blake Wilson and acknowledged the execution of the foregoing this 2nd day of March, 2021.

Carol Taylor
Notary Public
Carol Taylor
Printed name

My Commission Expires: 4-17-26
County of Residence: Rush Commission Number: N/A

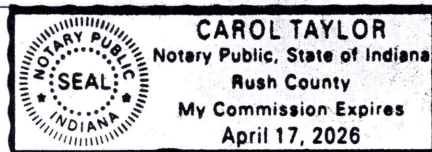


EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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 2 day of MARCH, 2021.

Shrewsberry & Associates, LLC
(Name of Organization)

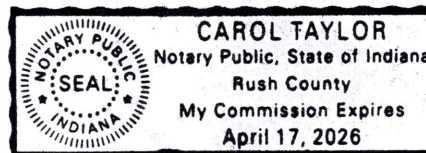
By: [Signature]
D. Blake Wilson, LPG
Principal

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 2nd day of March, 2021

[Signature]
Notary Public
Carol Taylor
Printed name

My Commission Expires: 4-17-26
County of Residence: Rush Commission Number: N/A





Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Downtown Curb Ramps Phase III

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 3/16/2021

Report: This project will reconstruct downtown curbs ramps based upon need, focusing on providing continuous routes. Eagle Ridge was selected from 6 engineering firms that responded to an RFP to perform preliminary engineering services for the project. The total contract amount is \$91,300.00 and includes allowances that may be used depending upon curb ramps selected. The project design and construction is funded through the Highway Safety Improvement Program at a 90/10 split with the City providing 10% of the funds.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services for the Downtown Curb Ramps Phase III project.

Recommend **Approval** **Denial** by Patrick Dierkes

| <u>Project Approvals Timeline</u> | | |
|-----------------------------------|---------------------|------------------|
| <u>Approval Type</u> | <u>Status</u> | <u>Date</u> |
| Funding Approval | N/A | -- |
| Design Services Contract | Current Item | 3/16/2021 |
| ROW Services Contract | N/A | -- |
| Public Need Resolution | N/A | -- |
| Construction Inspection Contract | N/A | -- |
| Construction Contract | Future | TBD |

City of Bloomington Contract and Purchase Justification Form

Vendor: Eagle Ridge Civil Engineering +

Contract Amount: \$91,300.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: {Attach a quote or bid tabulation if applicable}

| | | | |
|--|--|---|--|
| <input type="checkbox"/> Request for Quote {RFQ} | <input checked="" type="checkbox"/> Request for Proposal {RFP} | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Not Applicable {NA} |
| <input type="checkbox"/> Invitation to Bid {ITB} | <input type="checkbox"/> Request for Qualifications (RFQu) | <input type="checkbox"/> Emergency Purchase | |

2. List the results of procurement process. Give further explanation where requested.

| | Yes | No | |
|--------------------------------------|-------------------------------------|--------------------------|---|
| # of Submittals: 6 | | | |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the lowest cost selected? {If no, please state below why it was not.} <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Was an evaluation team used? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | The RFP review was based upon qualifications of the firms. Cost was not requested or evaluated. |
| Was scoring grid used? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Were vendor presentations requested? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

3. State why this vendor was selected to receive the award and contract:

Eagle Ridge received the highest score of the firms that submitted a proposal.

Patrick Dierkes

Print/Type Name

Project Engineer

Print/Type Title

Engineering

Department

APPENDIX A - DETAILED TASK LIST AND FEE ESTIMATE
Downtown Curb Ramps Phase 3

for Bloomington Engineering Department
 3/8/2021

| TASK | Senior Civil Engineer | Civil Engineer | CADD Technician | Subconsultants | Project Expenses | Totals |
|--|--------------------------|----------------|--------------------|-----------------|---------------------|-----------------|
| | \$123.50 | \$97.50 | \$79.74 | At Cost | At Cost | |
| | Hours | Hours | Hours | | | |
| Assessment Phase | | | | | | |
| Update Field Assessment Form from Phase 1 | 4 | | | | | \$494 |
| Coordinate with / Assist City in Determining List of Desired Locations (anticipating 50 quadrants) | 2 | | | | | \$247 |
| Obtain GIS Mapping/ Set up Field Assessment Sheets with aeriels | 5 | | 15 | | | \$1,814 |
| Conduct field assessment- Identify sites with concerns of scope/drainage/constructability/cost/history | 18 | | 18 | | \$270 | \$3,928 |
| Conduct Historic Resource Assessment and Report (Weintraut Associates) (Allowance) | | | | \$ 9,000 | | \$9,000 |
| Prepare memo/exhibit of recommended sites for design or exclusion from further development | 8 | | | | | \$988 |
| Coordinate with City to assist in selection of sites to move forward to survey and design | 4 | | | | | \$494 |
| Assemble and Submit application for Minor Project Section 106 Waiver | 12 | | | | | \$1,482 |
| Complete Programmatic CE Documentation | 10 | | | | | \$1,235 |
| Conduct Topographic survey of quadrants (by Northpointe - Up to 40 quadrants at \$561 each) | | | | \$ 22,440 | | \$22,440 |
| Additional Survey Allowance (Drainage Outfalls, Utility Confirmation, Right of Way confirmations) | | | | \$ 2,500 | | \$2,500 |
| Design Phase | | | | | | |
| Prepare Title Sheet | 2 | | 4 | | | \$566 |
| Prepare Index/General Notes/Legend/Utility Contacts Sheet | 3 | | 4 | | | \$689 |
| Assemble Typical Details Sheets | 8 | | 12 | | | \$1,945 |
| Assemble Site Plan Sheets | 5 | | 15 | | | \$1,814 |
| Prepare Site Layouts | 16 | | 25 | | | \$3,970 |
| Additional Design for Bumpouts / Modified Intersections | 10 | | 12 | | | \$2,192 |
| Drainage related modifications design | 4 | | 4 | | | \$813 |
| Complete Stage 1 Plans / Conduct a review meeting with City / finalize work limits | 8 | | 2 | | | \$1,147 |
| Conduct Local Coordination - Transit, IU, other | 8 | | | | | \$988 |
| Utility Coordination | 8 | | | | | \$988 |
| Field Check and Utility Coordination Meeting & Minutes | 10 | | | | \$65 | \$1,300 |
| Coordination Meetings with City (up to 2 assumed) | 8 | | 2 | | \$130 | \$1,277 |
| Coordination with CBU and one site review with Preliminary Plans | 12 | | | | \$65 | \$1,547 |
| Prepare Maintenance of Traffic and Erosion Control Typical Details and Notes | 8 | | 12 | | | \$1,945 |
| Prepare Master Map for Plan Sheet Index | 4 | | 8 | | | \$1,132 |
| Prepare detailed Grading Plans for each site | 25 | | 25 | | | \$5,081 |
| Prepare Summary of Quantities | 12 | | 4 | | | \$1,801 |
| Printing Costs for Full Sized Plan Sets, Drafts and City/CBU copies | | | | | \$339 | \$339 |
| Design Support Tasks / Coordination with INDOT | | | | | | |
| Prepare All-Project Commitments Report | 3 | | | | | \$371 |
| Prepare Abbreviated Engineer's Report | 6 | | | | | \$741 |
| Prepare Contract Preparation Document Summary Worksheet | 2 | | | | | \$247 |
| Prepare Limited Review Certification | 0.5 | | | | | \$62 |
| Prepare Quality Assurance Form | 1 | | | | | \$124 |
| Prepare Level One Criteria Checklist | 1.0 | | | | | \$124 |
| Prepare Geotechnical Waiver | 0.5 | | | | | \$62 |
| Prepare Utility Coordination Certification and Utility RSP | 4 | | | | | \$494 |
| Prepare Environmental Consultation Form | 1 | | | | | \$124 |
| Prepare Traffic Control Plan Checklist | 2 | | | | | \$247 |
| Prepare Stage 3 and Tracings Transmittal Letters | 4 | | | | | \$494 |
| Prepare Railroad Certification | 0.5 | | | | | \$62 |
| Obtain Right of Way Certification | 1.0 | | | | | \$124 |
| Prepare Unique and Recurring Special Provisions and Menus | 12 | | | | | \$1,482 |
| Assemble Pay Item List and Quantities | 12 | | | | | \$1,482 |
| Submit Estimate through INDOT CES portal | 12 | | | | | \$1,482 |
| Assemble the Quantity Computation Summary | 8 | | | | | \$988 |
| Prepare Response to Stage 3 Comments as Annotated Stage 3 Markups | 4 | | 2 | | | \$653 |
| Assembly of ERMS Submittals to INDOT | 4 | | | | | \$494 |
| Respond to INDOT Reviews/Resubmittal of Items | 6 | | 4 | | | \$1,060 |
| Addendum Preparation (if required) | 6 | | 4 | | | \$1,060 |
| Preconstruction Meeting | 6 | | | | \$100 | \$841 |
| Construction Support By Designer (Inspection by others) | 16 | | | | \$130 | \$2,106 |
| Project Management | | | | | | |
| Project Workplan/Management/Accounting Setup | 8 | | | | | \$988 |
| Prepare subcontracts / Manage Subconsultants | 6 | | | | | \$741 |
| Invoices and Progress Reports | 4 | | | | | \$494 |
| Total Hours: | 345 | 0 | 172 | | | TOTAL |
| Fee by Classification: | \$42,546 | \$0 | \$13,715 | \$33,940 | \$1,099 | \$91,300 |

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 2021 (“Effective Date”) by and between the City of Bloomington, Indiana, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Eagle Ridge Civil Engineering Services, LLC (“the CONSULTANT”), a limited liability company organized under the laws of the State of Indiana.

Des. No.: 1900403

Project Description: Downtown Curb Ramps Phase 3

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be **December 31, 2022**. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 91,300.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’S liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Patrick Dierkes, P.E.
 Project Engineer
 City of Bloomington
 Engineering Department
 401 N. Morton Street, Suite 130
 Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Brock Ridgway, P.E.
 Managing Member
 Eagle Ridge Civil Engineering Services, LLC
 1321 Laurel Oak Drive
 Avon, IN 46123

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Brock Ridgway, P.E.
Managing Member

Philippa M. Guthrie
Corporate Counsel

Attest:

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

SEE ATTACHED SPREADSHEET

"APPENDIX A – DETAILED TASK LIST AND FEE ESTIMATE"

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and LPA-specific requirements, if applicable.
2. Standard Specifications and standard drawings applicable to the project
3. Copies of all written or emailed comments or views pertinent to the design effort that are received directly by the LPA as a response to early coordination, stakeholder meetings, public meetings or public notices.
4. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting), if later deemed desired by LPA.
5. Available data from the transportation planning process.
6. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
7. Aerial Survey information
8. City GIS Mapping Data in DXF and Aerial photography file format
9. Copies of any decisions or positions expressed by City staff relating to the project, if such decisions or comments are deemed important by the LPA for consideration by the Consultant.
10. Provide a representative authorized to review the project documents and make decisions on behalf of the LPA.

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

ESTIMATED PROJECT SCHEDULE

| MILESTONE | ESTIMATED DATE | COMMENTS |
|--|-----------------------|-----------------|
| Notice to Proceed | May 15, 2021 | |
| Assessment and Project Site Selection Complete | July 31, 2021 | |
| Begin Design Phase | August 1, 2021 | |
| Environmental Document Complete | November 30, 2021 | |
| Preliminary Plans Complete | October 30, 2021 | |
| Field Check/Utility Coordination Meeting | November 20, 2021 | |
| Stage 3 Plans, Specs and Estimate to INDOT | December 20, 2021 | |
| Tracings Submittal to INDOT | February 2022 | |
| Letting | June 2022 | |
| Construction | July -October 2022 | |

APPENDIX "D"**COMPENSATION TO CONSULTANT:**

This project is to be conducted on a LumpSum basis with an agreed Maximum Cost of **\$91,300.00**

For budget and general progress tracking, the lumpsum will be split into the following subcategories:

| | |
|--|--|
| Assessment | \$ 7,965 |
| Environmental Document: | \$ 2,717 |
| Historic Coordination: | \$ 9,000 (Allowance – Billed Hourly By Sub) |
| Survey and Mapping: | \$ 22,440 (\$561/quadrant) |
| Additional Survey Allowance | \$ 2,500 (Allowance – Billed Hourly By Sub) |
| Road (Ramp) Design: | \$ 42,671 |
| Bidding and Construction Support: | \$ 4,007 |

For the purposes of the fee estimate or potential supplement calculation, the following rates shall apply:

| | |
|-----------------------|--------------------|
| Project Manager | \$123.50/hour |
| Civil Engineer | \$97.50/hour |
| CADD Technician: | \$79.74/hour |
| Direct Expenses | At Cost |
| Subconsultants | At Cost |
| Mileage Reimbursement | Current INDOT Rate |



Board of Public Works Staff Report

Project/Event: Extension of Temporary Closure of Kirkwood Avenue and Temporary Expansion of Seating Encroachments; Resolution 2020-28

Petitioner/Representative: City of Bloomington Department of Public Works

Staff Representative: Michael Large, Department of Public Works

Meeting Date: March 16, 2021

The City is planning on closing portions of Kirkwood Avenue and expanding existing seating and merchandising encroachments further into the right-of-way from Thursday, March 25 through Friday, Wednesday, June 30, 2021. These measures are designed to assist the local business community by adding seating and merchandising capacity as part of our ongoing economic recovery from the COVID-19 pandemic.

As part of the expansion, the City Council waived certain requirements in Title 12 of the Municipal Code governing seating and merchandising encroachments. Resolution 2020-28 formalized these changes, which were also formalized by the City Council via Ordinance 2020-11.

After discussion and coordination with the Kirkwood Business Owner's Association, the City Administration is in support of allowing for more extensive closures over the next few months in order to allow for more consistent planning and for the restaurants to be able to invest in necessary items to be most successful in providing safe dining experiences to their customers. At this time, the following closures of Kirkwood will extend to a full weekly closure: Walnut to Washington and Grant to Dunn.

Staff strongly supports the extension of Resolution 2020-28 for the expansion of seating and merchandising capacity during road closures further into the right-of-way.

Respectfully Submitted,

Michael Large
Operations Manager, Department of Public Works



Board of Public Works Staff Report

Project/Event: Extension of Temporary Closure of Kirkwood Avenue and Temporary Expansion of Seating Encroachments; Resolution 2020-28

Petitioner/Representative: City of Bloomington Department of Public Works

Staff Representative: Adam Wason, Director, Department of Public Works

Meeting Date: October 27, 2020

For the remainder of 2020, the City is planning on closing portions of Kirkwood Avenue and expanding existing seating and merchandising encroachments further into the right-of-way. These measures are designed to assist the local business community by adding seating and merchandising capacity as part of our ongoing economic recovery from the COVID-19 pandemic.

As part of the expansion, the City Council waived certain requirements in Title 12 of the Municipal Code governing seating and merchandising encroachments. Resolution 2020-28 formalized these changes, which were also formalized by the City Council via Ordinance 2020-11.

After discussion and coordination with the Kirkwood Business Owner's Association, the City Administration is in support of allowing for more extensive closures over the next few months in order to allow for more consistent planning and for the restaurants to be able to invest in necessary items to be most successful in providing safe dining experiences to their customers. At this time, the following closures of Kirkwood will extend to a full weekly closure: Walnut to Washington and Grant to Dunn. If consensus of other blocks is achieved and weekly closures requested, staff will update the Board at their next meeting.

Staff strongly supports the extension of Resolution 2020-28 for the expansion of seating and merchandising capacity during road closures further into the right-of-way.

Respectfully Submitted,

Adam Wason
Director, Public Works



Board of Public Works Staff Report

Project/Event: Temporary Closure of Kirkwood Avenue and Temporary Expansion of Seating Encroachments; Resolution 2020-28

Petitioner/Representative: City of Bloomington Economic and Sustainable Development

Staff Representative: Michael Rouker, City Attorney and Alex Crowley, Director of Economic and Sustainable Development

Meeting Date: June 9, 2020

For the weekend of June 19, 2020, and potentially during future weekends, the City is planning on closing portions of Kirkwood Avenue and expanding existing seating and merchandising encroachments further into the right-of-way. These measures are designed to assist the local business community by adding seating and merchandising capacity as part of our ongoing economic recovery from the COVID-19 pandemic.

As part of this expansion, the City Council will be waiving certain requirements in Title 12 of the Municipal Code governing seating and merchandising encroachments. Resolution 2020-28 formalizes these changes, which are also going to be formalized by the City Council via Ordinance 2020-11.

Staff strongly supports the expansion of seating and merchandising capacity during road closures further into the right-of-way, and therefore staff recommends that the Board adopt Resolution 2020-28.

Respectfully Submitted,

Michael Rouker
City Attorney

RESOLUTION 2020-28

Authorizing the Planning & Transportation Department to Utilize an Alternative Procedure for Sidewalk Seating and Merchandising Encroachments and to Approve Applications for Said Encroachments as Part of an Initiative to Assist the Local Business Community's Recovery Following the COVID-19 Pandemic

- WHEREAS, the City of Bloomington, along with the rest of the country, remains in the midst of a public health emergency due to the COVID-19 pandemic; and
- WHEREAS, both state and federal governments have declared a disaster emergency for the COVID-19 pandemic; and
- WHEREAS, on March 16, 2020, Governor Holcomb issued Executive Order 20-04, which ordered food service establishments to close service to in-person patrons; and
- WHEREAS, on March 23, 2020, Governor Holcomb issued Executive Order 20-08, which ordered all non-essential businesses to close; and
- WHEREAS, businesses throughout Bloomington have suffered due to the ongoing pandemic and subsequent economic fallout from required closures; and
- WHEREAS, in accordance with *Ordinance 20-09 To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" and to Grant Authority to Act in Accordance with Declared Disaster Emergencies - Re: Amending 2.22.030 Entitled "Employee Policies" and Complying with the State of Indiana's Declaration of Disaster Emergency under I.C. § 10-14-3-12* and the powers it may exercise under Home Rule, the City is taking several proactive measures to assist the Bloomington business community's recovery; and
- WHEREAS, pursuant to Chapter 12.06 of the Bloomington Municipal Code, the Board has authority to grant final approval of all sidewalk seating and merchandising encroachment applications; and
- WHEREAS, the City Council is currently considering Ordinance 20-11 which proposes a temporary waiver of certain formalities related to seating and merchandising encroachments and other municipal regulations, and
- WHEREAS, among the measures being taken by the City to address the economic fallout felt by Bloomington's local business community is a request that the City close portions of Kirkwood Avenue to vehicular traffic in order to expand seating capacity into the right-of-way so that local businesses may safely serve additional patrons; and
- WHEREAS, a temporary relaxation of the City's seating and merchandising encroachment regulations would assist the local business community with its ongoing recovery;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS FOR THE CITY OF BLOOMINGTON, INDIANA,

Section 1. For the weekend of June 19 through June 21, 2020, for the limited purpose of those areas along Kirkwood Avenue where the City will be closing the roadway to vehicular traffic, the City's Seating and Merchandising Encroachment Application and other rules related to seating and merchandising encroachments are modified as described in proposed City Council Ordinance 20-11, portions of which are copied below. The specific temporary measures related to sidewalk seating and merchandising encroachments are as follows:

1. Allow the Kirkwood Community Association to submit a single application for an additional Seating & Merchandizing Encroachment on behalf of all participating restaurants.
2. The following portions of the City's application for a seating and/or merchandising encroachment shall be temporarily suspended or modified:

Under Seating and Retail Requirements:

Suspend:

"(1) Proposed use, materials, colors and design"

"(2) Relationship of the outdoor seating to the adjacent existing building with identified uses and entrances;"

"(5) The existing and proposed circulation pattern for pedestrians and other ambulatory citizens with exact dimensions of the clear straight pathway;"

Add:

Require proof of approval from the Monroe County Department of Health and, where applicable, Indiana Alcohol and Tobacco Commission.

Under Additional Requirements:

Suspend:

"(2) Application / Renewal Fee: To process an initial application, or renewal, for an outdoor seating or merchandising encroachment permit at a specific location, the fee is \$100.00. Only payment by cash, check or money order made payable to the City of Bloomington will be accepted. No application will be processed until the fee is collected in full."

"(3) No fee shall be charged for processing applications for encroachments that will be limited to four days or less in a calendar year."

“(4) No refund shall be made where a permit is revoked or suspended for any reason. “

Add:

Each participating business must submit a certificate of insurance to the Planning and Transportation Department establishing proof of a comprehensive general liability policy naming the City of Bloomington as additional insured to the extent of at least \$500,000 bodily injury and \$100,000 property damage, which shall be in effect during the term of this authorization.

Under Permit Issuance and Conditions:

Add:

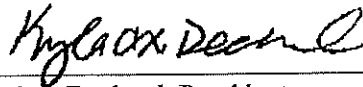
“(1) Each permit shall be effective for *the period of approval granted by the Board of Public Works or staff, as the case may be.*”

“(7) All signage must be in compliance with the Bloomington Municipal Code *and/or any temporarily altered signage requirements.*”

- Section 2. Staff at the Planning and Transportation Department are authorized to receive and give final approval to an application submitted by the Kirkwood Community Association or other Kirkwood merchants for additional seating and/or merchandising encroachments during the weekend of June 19 through June 21, 2020, and for subsequent weekends through September 30, 2020, provided that the submitted application(s) meets all requirements as modified by this Resolution and by anticipated City Council Ordinance 20-11. No additional approval from this Board shall be required.
- Section 3. This Resolution shall only have any force and effect provided that the City Council passes proposed Ordinance 20-11. It is anticipated that the City Council will consider Ordinance 20-11 for final approval on June 17, 2020. In the event that Ordinance 20-11 is approved with no significant substantive changes that would have an impact on this Resolution, this Resolution may be considered to be in full force and effect upon passage of Ordinance 20-11 by the City Council.
- Section 4. These unique measures are temporary in nature, and shall be in place until September 30, 2020, unless said measures are extended by the City Council or this Board, as the case may be.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 9th day of June, 2020.

BOARD OF PUBLIC WORKS:



Kyla Cox Deckard, President



Beth H. Hollingsworth, Member



Dana Palazzo, Member



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| Vendor | Invoice Description | Contract # | Payment Date | Invoice Amount |
|---|---|------------|--------------|----------------|
| Fund 101 - General Fund (S0101) | | | | |
| Department 01 - Animal Shelter | | | | |
| Program 010000 - Main | | | | |
| Account 43430 - Animal Adoption Fees | | | | |
| Julie Lyon | 01-refund adoption fee-canine-3/2/21 | | 03/19/2021 | 75.00 |
| | Account 43430 - Animal Adoption Fees Totals | | Invoice 1 | \$75.00 |
| | | | Transactions | |
| Account 52210 - Institutional Supplies | | | | |
| 3278 - Boehringer Ingelheim Animal Health (Merial, INC) | 01-antibiotics, antifungal | | 03/19/2021 | 131.88 |
| 4586 - Hill's Pet Nutrition Sales, INC | 01-prescription feline food-2/19/21 | | 03/19/2021 | 38.50 |
| 4586 - Hill's Pet Nutrition Sales, INC | 01-canine/feline/kitten food-2/26/21 | | 03/19/2021 | 166.54 |
| 3929 - IDEXX Laboratories, INC | 01-Parvo SNAP tests-2/23/21 | | 03/19/2021 | 272.00 |
| 3929 - IDEXX Laboratories, INC | 01-Parvo SNAP tests-2/21/21 | | 03/19/2021 | 272.00 |
| 3929 - IDEXX Laboratories, INC | 01-heartworm tests-2/12/21 | | 03/19/2021 | 898.20 |
| 4633 - Midwest Veterinary Supply, INC | 01-vinyl exam gloves (L)-2/26/21 | | 03/19/2021 | 23.28 |
| 4633 - Midwest Veterinary Supply, INC | 01-nursing bottles-2/12/21 | | 03/19/2021 | 11.05 |
| 4633 - Midwest Veterinary Supply, INC | 01-nursing bottles-2/23/21 | | 03/19/2021 | 11.05 |
| 4633 - Midwest Veterinary Supply, INC | 01-nursing bottles-2/12/21 | | 03/19/2021 | 22.10 |
| 4633 - Midwest Veterinary Supply, INC | 01-syringes-2/15/21 | | 03/19/2021 | 77.30 |
| 4633 - Midwest Veterinary Supply, INC | 01-syringes-2/15/21 | | 03/19/2021 | 85.30 |
| 4633 - Midwest Veterinary Supply, INC | 01-antibiotics, vinyl exam gloves, needles, anti nausea-2/15/21 | | 03/19/2021 | 664.40 |
| 4633 - Midwest Veterinary Supply, INC | 01-isolation gowns-2/23/21 | | 03/19/2021 | 134.28 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | |
|---|--|----------------------------|------------|
| 4633 - Midwest Veterinary Supply, INC | 01-milk replacer-2/15/21 | 03/19/2021 | 137.84 |
| 4633 - Midwest Veterinary Supply, INC | 01-antivirals, steroids, vinyl exam gloves (L)-2/5/21 | 03/19/2021 | 91.76 |
| 4633 - Midwest Veterinary Supply, INC | 01-vinyl exam gloves (L)-2/5/21 | 03/19/2021 | 88.23 |
| 4633 - Midwest Veterinary Supply, INC | 01-vinyl exam gloves (XL)-2/26/21 | 03/19/2021 | 88.23 |
| 4633 - Midwest Veterinary Supply, INC | 01-boot covers-2/23/21 | 03/19/2021 | 128.60 |
| 4137 - Patterson Veterinary Supply, INC | 01-cotton tip applicators-2/25/21 | 03/19/2021 | 17.50 |
| 4137 - Patterson Veterinary Supply, INC | 01-appetite stimulant-2/23/21 | 03/19/2021 | 56.70 |
| 4137 - Patterson Veterinary Supply, INC | 01-apron, antihistamine-2/26/21 | 03/19/2021 | 63.00 |
| 4137 - Patterson Veterinary Supply, INC | 01-coverall-2/23/21 | 03/19/2021 | 128.95 |
| 4137 - Patterson Veterinary Supply, INC | 01-vinyl exam gloves, Gastrafate-2/26/21 | 03/19/2021 | 73.58 |
| 4666 - Zoetis, INC | 01-anti nausea meds-2/24/21 | 03/19/2021 | 128.93 |
| 4666 - Zoetis, INC | 01-anti nausea meds-2/15/21 | 03/19/2021 | 477.20 |
| Account 52210 - Institutional Supplies Totals | | Invoice 26 Transactions | \$4,288.40 |
| Account 52340 - Other Repairs and Maintenance | | | |
| 313 - Fastenal Company | 01-mops, broom handles-3/3/21 | 03/19/2021 | 268.34 |
| Account 52340 - Other Repairs and Maintenance Totals | | Invoice 1 Transactions | \$268.34 |
| Account 53130 - Medical | | | |
| 6529 - BloomingPaws, LLC | 01-x-rays-2/18/21 | 03/19/2021 | 281.91 |
| 3376 - Bloomington Pets Alive, INC | 01-spay/neuter surgeries - 2/22-2/24/21 | 03/19/2021 | 1,386.00 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-s/n surgeries, other surgeries & diagnostics-3/2/21 | 03/19/2021 | 1,321.09 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-s/n surgeries, other surgerties-2/23/21 | 03/19/2021 | 1,336.58 |
| Account 53130 - Medical Totals | | Invoice 4 Transactions | \$4,325.58 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Account 53210 - Telephone

| | | | | |
|-------------------------------|--|--|---------------------------|----------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 219.09 |
| | Account 53210 - Telephone Totals | | Invoice 1 Transactions | \$219.09 |

Account 53510 - Electrical Services

| | | | | |
|-------------------|---|------------|---------------------------|------------|
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-1/11- 2/9/21 | BC 2018-03 | 03/03/2021 | 1,432.10 |
| | Account 53510 - Electrical Services Totals | | Invoice 1 Transactions | \$1,432.10 |

Account 53650 - Other Repairs

| | | | | |
|--|---|------------|----------------------------|-------------|
| 32 - Cassidy Electrical Contractors, INC | 01-conduit & outlet install | BC 2020-70 | 03/19/2021 | 800.20 |
| | Account 53650 - Other Repairs Totals | | Invoice 1 Transactions | \$800.20 |
| | Program 010000 - Main Totals | | Invoice 35 Transactions | \$11,408.71 |

Program 010001 - Donations Over \$5K

Account 53130 - Medical

| | | | | |
|---|--|--|----------------------------|-------------|
| 175 - Monroe County Humane Association, INC | 01-bloodwork-2/25/21 | | 03/19/2021 | 181.00 |
| | Account 53130 - Medical Totals | | Invoice 1 Transactions | \$181.00 |
| | Program 010001 - Donations Over \$5K Totals | | Invoice 1 Transactions | \$181.00 |
| | Department 01 - Animal Shelter Totals | | Invoice 36 Transactions | \$11,589.71 |

Department 02 - Public Works

Program 020000 - Main

Account 52110 - Office Supplies

| | | | | |
|--------------------------|---|--|---------------------------|----------|
| 6530 - Office Depot, INC | 02-Legal folders & file storage, letter size folders, and tape | | 03/19/2021 | 165.47 |
| | Account 52110 - Office Supplies Totals | | Invoice 1 Transactions | \$165.47 |

Account 53160 - Instruction



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | |
|---|--|--------------|-----------------|
| 3560 - First Financial Bank / Credit Cards | 02-APWA Public Works Management Book | 03/19/2021 | 27.49 |
| | Account 53160 - Instruction Totals | Invoice 1 | <u>\$27.49</u> |
| Account 53210 - Telephone | | Transactions | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | 03/10/2021 | 41.79 |
| 1079 - AT&T | 02-Radio circuits-phone charges 1/29-2/28/21 | 03/10/2021 | 180.64 |
| | Account 53210 - Telephone Totals | Invoice 2 | <u>\$222.43</u> |
| Account 53990 - Other Services and Charges | | Transactions | |
| 231 - IU Health OCC Health Services | 02-Hep B Vaccine for PW Director | 03/19/2021 | 121.00 |
| | Account 53990 - Other Services and Charges Totals | Invoice 1 | <u>\$121.00</u> |
| | | Transactions | |
| | Program 020000 - Main Totals | Invoice 5 | <u>\$536.39</u> |
| | | Transactions | |
| | Department 02 - Public Works Totals | Invoice 5 | <u>\$536.39</u> |
| | | Transactions | |
| Department 03 - City Clerk | | | |
| Program 030000 - Main | | | |
| Account 52420 - Other Supplies | | | |
| 3560 - First Financial Bank / Credit Cards | 03-blank cards | 03/19/2021 | 27.97 |
| | Account 52420 - Other Supplies Totals | Invoice 1 | <u>\$27.97</u> |
| | | Transactions | |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | |
| 3913 - Indiana League Of Municipal Clerks & Treasurers | 03-ILMCT Academy & Institute Registration-McDowell | 03/19/2021 | 300.00 |
| 3913 - Indiana League Of Municipal Clerks & Treasurers | 03-ILMCT Academy & Institute Registration-Bolden | 03/19/2021 | 300.00 |
| 3913 - Indiana League Of Municipal Clerks & Treasurers | 03-ILMCT Academy & Institute Registration-Stoll | 03/19/2021 | 300.00 |
| | Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | Invoice 3 | <u>\$900.00</u> |
| | | Transactions | |
| Account 53210 - Telephone | | | |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | |
|---|---|--------------|-----------------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | 03/10/2021 | 123.33 |
| | Account 53210 - Telephone Totals | Invoice 1 | <u>123.33</u> |
| Account 53910 - Dues and Subscriptions | | Transactions | |
| 3560 - First Financial Bank / Credit Cards | 03-2021 IIMC Dues-Bolden | 03/19/2021 | 215.00 |
| 3560 - First Financial Bank / Credit Cards | 03-2021 IIMC Dues-McDowell | 03/19/2021 | 115.00 |
| | Account 53910 - Dues and Subscriptions Totals | Invoice 2 | <u>330.00</u> |
| Account 53990 - Other Services and Charges | | Transactions | |
| 20152 - Municipal Code Corporation | 03-BMC UDO Update, Books, Supplement Pages | 03/19/2021 | 8,517.09 |
| | Account 53990 - Other Services and Charges Totals | Invoice 1 | <u>8,517.09</u> |
| | | Transactions | |
| | Program 030000 - Main Totals | Invoice 8 | <u>9,898.39</u> |
| | | Transactions | |
| | Department 03 - City Clerk Totals | Invoice 8 | <u>9,898.39</u> |
| | | Transactions | |
| Department 04 - Economic & Sustainable Dev | | | |
| Program 040000 - Main | | | |
| Account 52420 - Other Supplies | | | |
| 53442 - Paragon Micro, INC | 04 - Replacement Dock for Workstation (Kupersmith) | 03/19/2021 | 248.99 |
| | Account 52420 - Other Supplies Totals | Invoice 1 | <u>248.99</u> |
| Account 53210 - Telephone | | Transactions | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | 03/10/2021 | 41.11 |
| | Account 53210 - Telephone Totals | Invoice 1 | <u>41.11</u> |
| Account 53910 - Dues and Subscriptions | | Transactions | |
| 3560 - First Financial Bank / Credit Cards | 04 - Monthly Hootsuite Subscription for BEAD - 2021 | 03/19/2021 | 5.99 |
| 3560 - First Financial Bank / Credit Cards | 04 - Monthly GoDaddy Subscription for Online Farmers Market | 03/19/2021 | 6.99 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | |
|--|---|--------------|------------|
| Account 53910 - Dues and Subscriptions Totals | | Invoice 2 | \$12.98 |
| | | Transactions | |
| Program 040000 - Main Totals | | Invoice 4 | \$303.08 |
| | | Transactions | |
| Program 04RCVR - Recover Foward | | | |
| Account 53960 - Grants | | | |
| 222 - Vectren | 04-120 S. Walnut-gas bill 2/1-3/1/21 | 03/10/2021 | 587.61 |
| Account 53960 - Grants Totals | | Invoice 1 | \$587.61 |
| | | Transactions | |
| Account 53970 - Mayor's Promotion of Business | | | |
| 3560 - First Financial Bank / Credit Cards | 04 - Job Search Listing on LinkedIn - TDM | 03/19/2021 | 400.00 |
| Account 53970 - Mayor's Promotion of Business Totals | | Invoice 1 | \$400.00 |
| | | Transactions | |
| Program 04RCVR - Recover Foward Totals | | Invoice 2 | \$987.61 |
| | | Transactions | |
| Department 04 - Economic & Sustainable Dev Totals | | Invoice 6 | \$1,290.69 |
| | | Transactions | |
| Department 06 - Controller's Office | | | |
| Program 060000 - Main | | | |
| Account 52110 - Office Supplies | | | |
| 6530 - Office Depot, INC | 06-Calendar and Paper Clips | 03/19/2021 | 12.87 |
| Account 52110 - Office Supplies Totals | | Invoice 1 | \$12.87 |
| | | Transactions | |
| Account 53320 - Advertising | | | |
| 6891 - Gatehouse Media Indiana Holdings (Hoosier Times) | 06-Annual Report Advertisement | 03/19/2021 | 227.06 |
| Account 53320 - Advertising Totals | | Invoice 1 | \$227.06 |
| | | Transactions | |
| Account 53910 - Dues and Subscriptions | | | |
| 3560 - First Financial Bank / Credit Cards | 06-Amazon Business Prime membership 2021 | 03/19/2021 | 1,299.00 |
| Account 53910 - Dues and Subscriptions Totals | | Invoice 1 | \$1,299.00 |
| | | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Account 53990 - Other Services and Charges

| | | | |
|--|---|--------------|-------------------|
| 910 - BKD, LLP | 06-financial consulting | 03/19/2021 | 10,400.00 |
| 5648 - Reedy Financial Group, PC | 06-Financial Planning Prep | 03/19/2021 | 7,379.27 |
| 5648 - Reedy Financial Group, PC | 06-Annexation Consulting | 03/19/2021 | 12,074.17 |
| 5648 - Reedy Financial Group, PC | 06 Financial Service TIF | 03/19/2021 | 8,573.34 |
| 5444 - Tyler Technologies, INC | 06-Energov Community Development Software | 03/19/2021 | 8,006.25 |
| Account 53990 - Other Services and Charges Totals | | Invoice 5 | <hr/> \$46,433.03 |
| | | Transactions | |
| Program 060000 - Main Totals | | Invoice 8 | <hr/> \$47,971.96 |
| | | Transactions | |
| Department 06 - Controller's Office Totals | | Invoice 8 | <hr/> \$47,971.96 |
| | | Transactions | |

Department 07 - Engineering

Program 070000 - Main

Account 52110 - Office Supplies

| | | | |
|---|---|--------------|---------------|
| 6530 - Office Depot, INC | 07-supplies for Patrick D._scale,ruler,stapler,dry/erase bd, etc | 03/19/2021 | 70.60 |
| Account 52110 - Office Supplies Totals | | Invoice 1 | <hr/> \$70.60 |
| | | Transactions | |

Account 53210 - Telephone

| | | | |
|---|---|--------------|----------------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | 03/10/2021 | 416.42 |
| Account 53210 - Telephone Totals | | Invoice 1 | <hr/> \$416.42 |
| | | Transactions | |
| Program 070000 - Main Totals | | Invoice 2 | <hr/> \$487.02 |
| | | Transactions | |
| Department 07 - Engineering Totals | | Invoice 2 | <hr/> \$487.02 |
| | | Transactions | |

Department 09 - CFRD

Program 090000 - Main

Account 52110 - Office Supplies



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | |
|---|---|---------------------------|------------------|
| 6530 - Office Depot, INC | 09-mouse, stapler, HP ink cartridge | 03/19/2021 | 77.62 |
| 5819 - Synchrony Bank | 09-outlet surge protector | 03/19/2021 | 8.99 |
| | Account 52110 - Office Supplies Totals | Invoice 2 Transactions | <hr/> \$86.61 |
| Account 52420 - Other Supplies | | | |
| 5819 - Synchrony Bank | 09-laptop stand | 03/19/2021 | 59.99 |
| | Account 52420 - Other Supplies Totals | Invoice 1 Transactions | <hr/> \$59.99 |
| Account 53210 - Telephone | | | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | 03/10/2021 | 41.11 |
| | Account 53210 - Telephone Totals | Invoice 1 Transactions | <hr/> \$41.11 |
| Account 53960 - Grants | | | |
| 1162 - United Way Of Monroe County | 09-Housing Insecurity Project Management | 03/19/2021 | 5,000.00 |
| | Account 53960 - Grants Totals | Invoice 1 Transactions | <hr/> \$5,000.00 |
| | Program 090000 - Main Totals | Invoice 5 Transactions | <hr/> \$5,187.71 |
| | Department 09 - CFRD Totals | Invoice 5 Transactions | <hr/> \$5,187.71 |
| Department 10 - Legal | | | |
| Program 100000 - Main | | | |
| Account 52110 - Office Supplies | | | |
| 651 - Engraving & Stamp Center, INC | 10-SI Trodat 5440 w/cust mat | 03/19/2021 | 65.95 |
| | Account 52110 - Office Supplies Totals | Invoice 1 Transactions | <hr/> \$65.95 |
| Account 53120 - Special Legal Services | | | |
| 3560 - First Financial Bank / Credit Cards | 10-Mo Co Rec-recording fees ENJ waiver 2.23.21 | 03/19/2021 | 28.50 |
| 3560 - First Financial Bank / Credit Cards | 10-Mo Co Recorder- recording fees deed-2/19/2021 | 03/19/2021 | 28.50 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | | |
|---|---|--|---------------------------|----------|
| | | Account 53120 - Special Legal Services Totals | Invoice 2 Transactions | \$57.00 |
| Account 53160 - Instruction | | | | |
| 4652 - Indiana State Bar Association | 10 ethics webinar for Guthire | | 03/19/2021 | 30.00 |
| | | Account 53160 - Instruction Totals | Invoice 1 Transactions | \$30.00 |
| | | Program 100000 - Main Totals | Invoice 4 Transactions | \$152.95 |
| | | Department 10 - Legal Totals | Invoice 4 Transactions | \$152.95 |
| Department 11 - Mayor's Office | | | | |
| Program 110000 - Main | | | | |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287287430216X02192021 | | 03/10/2021 | 114.49 |
| | | Account 53210 - Telephone Totals | Invoice 1 Transactions | \$114.49 |
| Account 53320 - Advertising | | | | |
| 9111 - Monroe County Fair Association | 11-ad for 2021 Fair Book | | 03/19/2021 | 65.00 |
| | | Account 53320 - Advertising Totals | Invoice 1 Transactions | \$65.00 |
| Account 53910 - Dues and Subscriptions | | | | |
| 3560 - First Financial Bank / Credit Cards | 11-CASTR subscription for streaming | | 03/19/2021 | 39.99 |
| | | Account 53910 - Dues and Subscriptions Totals | Invoice 1 Transactions | \$39.99 |
| Account 53990 - Other Services and Charges | | | | |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 2/1 | | 03/19/2021 | 3.75 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 2/4 | | 03/19/2021 | 3.75 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 2/8 | | 03/19/2021 | 5.00 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 2/11 | | 03/19/2021 | 3.75 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | |
|---|---|--------------|--------------------|
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 2/16 | 03/19/2021 | 3.75 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 2/18 | 03/19/2021 | 5.00 |
| | Account 53990 - Other Services and Charges Totals | Invoice 6 | <u>\$25.00</u> |
| | | Transactions | |
| | Program 110000 - Main Totals | Invoice 9 | <u>\$244.48</u> |
| | | Transactions | |
| | Department 11 - Mayor's Office Totals | Invoice 9 | <u>\$244.48</u> |
| | | Transactions | |
| Department 12 - Human Resources | | | |
| Program 120000 - Main | | | |
| Account 52110 - Office Supplies | | | |
| 6530 - Office Depot, INC | 12-office depot credit -\$33.99 | 03/19/2021 | (33.99) |
| | Account 52110 - Office Supplies Totals | Invoice 1 | <u>(\$33.99)</u> |
| | | Transactions | |
| Account 53210 - Telephone | | | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | 03/10/2021 | 24.14 |
| | Account 53210 - Telephone Totals | Invoice 1 | <u>\$24.14</u> |
| | | Transactions | |
| Account 53320 - Advertising | | | |
| 6891 - Gatehouse Media Indiana Holdings (Hoosier Times) | 12-HT Ads \$603.32 | 03/19/2021 | 603.32 |
| | Account 53320 - Advertising Totals | Invoice 1 | <u>\$603.32</u> |
| | | Transactions | |
| Account 53990 - Other Services and Charges | | | |
| 7268 - Raftelis Financial Consultants, INC | 12 Novak Contract for ESD & HAND \$36,200 | 03/19/2021 | 6,477.50 |
| 7268 - Raftelis Financial Consultants, INC | 12-Org Assessment OOTM/Board and Commissions \$38,900 | 03/19/2021 | 20,304.00 |
| | Account 53990 - Other Services and Charges Totals | Invoice 2 | <u>\$26,781.50</u> |
| | | Transactions | |
| | Program 120000 - Main Totals | Invoice 5 | <u>\$27,374.97</u> |
| | | Transactions | |
| | Department 12 - Human Resources Totals | Invoice 5 | <u>\$27,374.97</u> |
| | | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Department 13 - Planning

Program 130000 - Main

Account 53210 - Telephone

| | | | |
|-------------------------------|---|--------------|----------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | 03/10/2021 | 369.99 |
| | Account 53210 - Telephone Totals | Invoice 1 | \$369.99 |
| | | Transactions | |

Account 53990 - Other Services and Charges

| | | | |
|---|--|--------------|-------------|
| 7547 - CallNet Call Center Services INC | 13 -Answer Service for P&T 3-1-21 to 3-28-21 | 03/19/2021 | 995.00 |
| 5387 - Creative Graphics, INC (dba Baugh Enterprises) | 13-Printing for Unified Development Ord. Notices | 03/19/2021 | 9,664.67 |
| | Account 53990 - Other Services and Charges Totals | Invoice 2 | \$10,659.67 |
| | Program 130000 - Main Totals | Invoice 3 | \$11,029.66 |
| | Department 13 - Planning Totals | Invoice 3 | \$11,029.66 |
| | | Transactions | |

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

| | | | |
|--------------------------------------|---|--------------|----------|
| 409 - Black Lumber Co. INC | 19-Commercial toilet seat for City Hall | 03/19/2021 | 47.98 |
| 395 - Kirby Risk Corp | 19- 25 boxes of 25 philip lightbulbs for Police Department | 03/19/2021 | 58.50 |
| 395 - Kirby Risk Corp | 19- Element Ballast for City Hall | 03/19/2021 | 195.87 |
| 394 - Kleindorfer Hardware & Variety | 19 - sand, 2ea shovels & snow shovels, 5ea 20amp & 15amp recep | 03/19/2021 | 151.99 |
| 394 - Kleindorfer Hardware & Variety | 19 - 8", 10", 12", 14" pipe wrench | 03/19/2021 | 141.80 |
| | Account 52310 - Building Materials and Supplies Totals | Invoice 5 | \$596.14 |
| | | Transactions | |

Account 52420 - Other Supplies

| | | | |
|--|---|------------|-------|
| 3560 - First Financial Bank / Credit Cards | 19- White USB Power Adapter for Barry Wallock | 03/19/2021 | 14.00 |
|--|---|------------|-------|



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | | |
|---|--|--|---------------------------|-------------|
| | | Account 52420 - Other Supplies Totals | Invoice 1 Transactions | \$14.00 |
| Account 53140 - Exterminator Services | | | | |
| 51538 - Economy Termite & Pest Control, INC | 19- Monthly Pest Control @ City Hall | BC 2020-84 | 03/19/2021 | 75.00 |
| | | Account 53140 - Exterminator Services Totals | Invoice 1 Transactions | \$75.00 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | | |
| 464 - RATIO Architects, INC | 19-Contract for Eng. Services for Masonry Repairs at City Hall | BC 2020-58 | 03/19/2021 | 2,000.00 |
| | | Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | Invoice 1 Transactions | \$2,000.00 |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 168.15 |
| | | Account 53210 - Telephone Totals | Invoice 1 Transactions | \$168.15 |
| Account 53510 - Electrical Services | | | | |
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-1/11-2/9/21 | BC 2018-03 | 03/03/2021 | 10,290.13 |
| | | Account 53510 - Electrical Services Totals | Invoice 1 Transactions | \$10,290.13 |
| Account 53610 - Building Repairs | | | | |
| 912 - Central Security Systems, INC | 19-City Hall Com Mon Test 4/1/21-6/30/21 | | 03/19/2021 | 150.00 |
| 321 - Harrell Fish, INC (HFI) | 19-Material Sale for Merv 13 Filters instead of Merv 8 Filters | BC 2020-75 | 03/19/2021 | 1,778.16 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Contract for Cleaning Services of ACC | BC 2020-102 | 03/19/2021 | 1,177.22 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Contract for Cleaning Services of Street & Traffic | BC 2020-102 | 03/19/2021 | 1,369.98 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Contract for Cleaning Services of City Hall | BC 2020-102 | 03/19/2021 | 11,240.28 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Contract for Cleaning Services of Sanitation | BC2020-102 | 03/19/2021 | 710.55 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Contract for Cleaning Services of Fleet | BC 2020-102 | 03/19/2021 | 892.80 |
| 1420 - Richard Trinkle (Trinkle SnowPlowing LLC) | 19-Snowplow Trunnel and Pathway on 7th St 2/19/21 | BC 2021-02 | 03/19/2021 | 150.00 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | | |
|--|---|--|----------------------------|-------------|
| | | Account 53610 - Building Repairs Totals | Invoice 8 Transactions | \$17,468.99 |
| | | | | |
| Account 53990 - Other Services and Charges | | | | |
| 7211 - Crisis Cleaning, INC | 19-Senimary Square Clean Up | | 03/19/2021 | 1,884.27 |
| | | Account 53990 - Other Services and Charges Totals | Invoice 1 Transactions | \$1,884.27 |
| | | Program 190000 - Main Totals | Invoice 19 Transactions | \$32,496.68 |
| | | Department 19 - Facilities Maintenance Totals | Invoice 19 Transactions | \$32,496.68 |
| | | | | |
| Department 28 - ITS | | | | |
| Program 280000 - Main | | | | |
| Account 52420 - Other Supplies | | | | |
| 5819 - Synchrony Bank | 28 - Zip ties for ITS stock | | 03/19/2021 | 12.99 |
| | | Account 52420 - Other Supplies Totals | Invoice 1 Transactions | \$12.99 |
| | | | | |
| Account 53160 - Instruction | | | | |
| 3560 - First Financial Bank / Credit Cards | 28 - Udemy course_R. Cronk | | 03/19/2021 | 11.99 |
| | | Account 53160 - Instruction Totals | Invoice 1 Transactions | \$11.99 |
| | | | | |
| Account 53210 - Telephone | | | | |
| 1079 - AT&T | 28-phone chares 1/20-2/19/21-#812 339-2261 261 1 | | 03/03/2021 | 5,873.13 |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | | 03/10/2021 | 117.80 |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 577.10 |
| | | Account 53210 - Telephone Totals | Invoice 3 Transactions | \$6,568.03 |
| | | | | |
| Account 53640 - Hardware and Software Maintenance | | | | |
| 3989 - Ricoh USA, INC | 28 -Police Admin Copier EID14406428-1/17-2/16/21 | | 03/19/2021 | 22.66 |
| 3989 - Ricoh USA, INC | 28-CH/off site fac-copier maint-1/17-2/16/21-ITS | | 03/19/2021 | 1,177.39 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Account **53640 - Hardware and Software Maintenance** Totals Invoice 2 Transactions \$1,200.05

Account **53910 - Dues and Subscriptions**

| | | | |
|--|---|------------|----------|
| 6870 - Carahsoft Technology Corporation | 28 - LinkedIn Learning - 11 seats @ 2-years_3-26-2021-3-25-2023 | 03/19/2021 | 3,344.00 |
| 3560 - First Financial Bank / Credit Cards | 28-Airtable annual Pro plan-2/23/21-2/23/22 | 03/19/2021 | 2,160.00 |
| 3560 - First Financial Bank / Credit Cards | 28 - Google API Feb. 1-28, 2021 | 03/19/2021 | .46 |
| 3560 - First Financial Bank / Credit Cards | 28-Submittable Basic Monthly Subscription-2/27-3/27/21 | 03/19/2021 | 119.00 |
| 3560 - First Financial Bank / Credit Cards | 28 - Basecamp Proj Mgmt annual renewal Feb 27 2021-Feb 27 2022 | 03/19/2021 | 999.00 |
| 3560 - First Financial Bank / Credit Cards | 28-L. Haley URIS 2021 membership renewal | 03/19/2021 | 195.00 |
| 3560 - First Financial Bank / Credit Cards | 28-Zoom 500GB cloud recording/500 participants-2/20-3/19/21 | 03/19/2021 | 290.00 |
| 53442 - Paragon Micro, INC | 28 - 2 Fujitsu scanners_2 Adobe Pro for HAND - CARES | 03/19/2021 | 809.98 |
| 5786 - Promevo, LLC | 28 - Google Drive Storage Subscription 1-27-21--2-26-21 | 03/19/2021 | 122.66 |
| 2895 - Rapid Reproductions, INC | 28 - Plan Room software renewal 3-15-21--3-14-22-ITS | 03/19/2021 | 840.00 |

Account **53910 - Dues and Subscriptions** Totals Invoice 10 Transactions \$8,880.10

Account **54420 - Purchase of Equipment**

| | | | |
|----------------------------|--|------------|----------|
| 53442 - Paragon Micro, INC | 28 - Laptop and dock for Elizabeth Karone OOTM | 03/19/2021 | 1,798.98 |
| 53442 - Paragon Micro, INC | 28 - Laptop and case for Steve Cotter in Parks CARES | 03/19/2021 | 1,579.98 |
| 53442 - Paragon Micro, INC | 28 - 2 Fujitsu scanners_2 Adobe Pro for HAND - CARES | 03/19/2021 | 949.98 |
| 5819 - Synchrony Bank | 28 - TaoTronics Bluetooth Headset, single ear_Raye Ann @ PE | 03/19/2021 | 49.99 |
| 5819 - Synchrony Bank | 28 - Mpow wireless headset for Michelle Wahl in Parking | 03/19/2021 | 59.99 |
| 5819 - Synchrony Bank | 28 - Logitech wireless keyboard and trackball mouse_Elaine @ BPD | 03/19/2021 | 98.84 |

Account **54420 - Purchase of Equipment** Totals Invoice 6 Transactions \$4,537.76

Program **280000 - Main** Totals Invoice 23 Transactions \$21,210.92



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Fund 103 - Restricted Donations(ord 05-17)

Department 06 - Controller's Office

Program 401402 - Explorer Teen Programs

Account 53990 - Other Services and Charges

7073 - Public Safety Cadets

| | | |
|--|--------------|--------------|
| Department 28 - ITS Totals | Invoice 23 | \$21,210.92 |
| | Transactions | |
| Fund 101 - General Fund (S0101) Totals | Invoice 133 | \$169,471.53 |
| | Transactions | |
| 14-2021 unit & membership dues | 03/19/2021 | 170.00 |
| Account 53990 - Other Services and Charges Totals | Invoice 1 | \$170.00 |
| | Transactions | |
| Program 401402 - Explorer Teen Programs Totals | Invoice 1 | \$170.00 |
| | Transactions | |
| Department 06 - Controller's Office Totals | Invoice 1 | \$170.00 |
| | Transactions | |
| Fund 103 - Restricted Donations(ord 05-17) Totals | Invoice 1 | \$170.00 |
| | Transactions | |

Fund 249 - Grants Non Approp

Department 06 - Controller's Office

Program G19014 - IU Health Range Rd Reconst

Account 54510 - Other Capital Outlays

399 - American Structurepoint, INC

| | | | |
|---|--------------|------------|------------|
| 13-Discovery Parkway-services 12/1-12/31/20 | BC 2020-42 | 03/19/2021 | 5,682.00 |
| Account 54510 - Other Capital Outlays Totals | Invoice 1 | | \$5,682.00 |
| | Transactions | | |
| Program G19014 - IU Health Range Rd Reconst Totals | Invoice 1 | | \$5,682.00 |
| | Transactions | | |
| Department 06 - Controller's Office Totals | Invoice 1 | | \$5,682.00 |
| | Transactions | | |
| Fund 249 - Grants Non Approp Totals | Invoice 1 | | \$5,682.00 |
| | Transactions | | |

Fund 270 - CC Jack Hopkins NR17-42 (S0011)

Department 05 - Common Council



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Program 05RCVR - Recover Forward

Account 53960 - Grants

| | | | |
|--|--|--------------|------------|
| 6276 - Bloomington Meals on Wheels, INC | 15-Rec. Forward JH Grant-prep/manage meal dist.12/28/20-1/27/21 | 03/19/2021 | 4,998.00 |
| 18311 - New Leaf/New Life, INC | 15-JH Recover Forward-payroll expenses 2/1-2/28/21 | 03/19/2021 | 2,737.50 |
| 7014 - Society of St. Vincent De Paul, Archdiocesan | 15-Recover Forward JH Grant-utility assistance-Feb 2021 | 03/19/2021 | 1,910.85 |
| Account 53960 - Grants Totals | | Invoice 3 | \$9,646.35 |
| | | Transactions | |
| Program 05RCVR - Recover Forward Totals | | Invoice 3 | \$9,646.35 |
| | | Transactions | |
| Department 05 - Common Council Totals | | Invoice 3 | \$9,646.35 |
| | | Transactions | |
| Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals | | Invoice 3 | \$9,646.35 |
| | | Transactions | |

Fund 312 - Community Services

Department 09 - CFRD

Program 090003 - Com Serv - Status of Women

Account 52420 - Other Supplies

| | | | |
|---|---|--------------|----------|
| 651 - Engraving & Stamp Center, INC | 09-BCSW--2021 WOY Award plaques | 03/19/2021 | 179.13 |
| 3560 - First Financial Bank / Credit Cards | 09-National Women's History Alliance-WHM themed logo | 03/19/2021 | 10.00 |
| 11693 - The Award Center, INC | 09-BCSW--WOY plate for perpetual plaque | 03/19/2021 | 14.50 |
| Account 52420 - Other Supplies Totals | | Invoice 3 | \$203.63 |
| | | Transactions | |
| Program 090003 - Com Serv - Status of Women Totals | | Invoice 3 | \$203.63 |
| | | Transactions | |

Program 090016 - Com Serv - Safe & Civil

Account 52420 - Other Supplies

| | | | |
|---|--------------------------|--------------|------------|
| 7703 - Smokin' Jacks Rib Shack, LLC (Blooming Boards) | 09-BHM Gala--food-3/1/21 | 03/19/2021 | 1,230.00 |
| Account 52420 - Other Supplies Totals | | Invoice 1 | \$1,230.00 |
| | | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Account 53990 - Other Services and Charges

| | | | |
|--|--|--------------|-------------------|
| 3560 - First Financial Bank / Credit Cards | 09-32auctions-silent auction software for BHM | 03/19/2021 | 100.00 |
| 3560 - First Financial Bank / Credit Cards | 09-Jotform--Silver monthly subscription-2/17-3/17/21 | 03/19/2021 | 39.00 |
| 11693 - The Award Center, INC | 09-BHM--Visionary Leadership Award plaque | 03/19/2021 | 78.00 |
| 11693 - The Award Center, INC | 09-BHM--Living Legend award plaques | 03/19/2021 | 84.00 |
| Account 53990 - Other Services and Charges Totals | | Invoice 4 | <u>\$301.00</u> |
| | | Transactions | |
| Program 090016 - Com Serv - Safe & Civil Totals | | Invoice 5 | <u>\$1,531.00</u> |
| | | Transactions | |

Program G20009 - 2020 COVID Safe Recovery Site

Account 53960 - Grants

| | | | |
|--|---|--------------|---------------------|
| 1618 - Shalom Community Center, INC | 09-Monroe County Isolation Ctr-COVID19 expenses 11/25/20-1/22/21 | 03/19/2021 | 259,332.04 |
| Account 53960 - Grants Totals | | Invoice 1 | <u>\$259,332.04</u> |
| | | Transactions | |
| Program G20009 - 2020 COVID Safe Recovery Site Totals | | Invoice 1 | <u>\$259,332.04</u> |
| | | Transactions | |
| Department 09 - CFRD Totals | | Invoice 9 | <u>\$261,066.67</u> |
| | | Transactions | |
| Fund 312 - Community Services Totals | | Invoice 9 | <u>\$261,066.67</u> |
| | | Transactions | |

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-February 2021 | 03/19/2021 | 2,500.00 |
| Account 53640 - Hardware and Software Maintenance Totals | | Invoice 1 | <u>\$2,500.00</u> |
| | | Transactions | |

Account 53750 - Rentals - Other

| | | | |
|-----------------------------------|---|------------|----------|
| 12283 - Smithville Communications | 25 - Internet service and telecom hotel rental-March 2021 | 03/03/2021 | 1,614.27 |
|-----------------------------------|---|------------|----------|



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | |
|--|---|---------------------------|-------------|
| | Account 53750 - Rentals - Other Totals | Invoice 1 Transactions | \$1,614.27 |
| Account 54450 - Equipment | | | |
| 53442 - Paragon Micro, INC | 25 - CapR laptop and dock for Brent Pierce | 03/19/2021 | 1,798.98 |
| 5819 - Synchrony Bank | 25 - Cap-R Square Reader stand for Griffy Boathouse | 03/19/2021 | 169.00 |
| | Account 54450 - Equipment Totals | Invoice 2 Transactions | \$1,967.98 |
| | Program 254000 - Infrastructure Totals | Invoice 4 Transactions | \$6,082.25 |
| Program 256000 - Services | | | |
| Account 53150 - Communications Contract | | | |
| 4170 - Comcast Cable Communications, INC | 28-3550 N Kinser Pike-internet-2/27-3/26/21 | 03/03/2021 | 118.35 |
| 12283 - Smithville Communications | 25 - Internet service and telecom hotel rental-March 2021 | 03/03/2021 | 1,375.00 |
| 4170 - Comcast Cable Communications, INC | 25 - Internet & TV - 3940 N. Kinser Pike-3/21-4/20/21 | 03/10/2021 | 149.04 |
| | Account 53150 - Communications Contract Totals | Invoice 3 Transactions | \$1,642.39 |
| Account 53640 - Hardware and Software Maintenance | | | |
| 1647 - Perfect Power, INC | 28-battery replacement, UPS support contract/SNMP cards | 03/19/2021 | 4,980.00 |
| | Account 53640 - Hardware and Software Maintenance Totals | Invoice 1 Transactions | \$4,980.00 |
| | Program 256000 - Services Totals | Invoice 4 Transactions | \$6,622.39 |
| | Department 25 - Telecommunications Totals | Invoice 8 Transactions | \$12,704.64 |
| | Fund 401 - Non-Reverting Telecom (S1146) Totals | Invoice 8 Transactions | \$12,704.64 |
| Fund 450 - Local Road and Street(S0706) | | | |
| Department 20 - Street | | | |
| Program 200000 - Main | | | |
| Account 53520 - Street Lights / Traffic Signals | | | |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | | |
|---|--|------------|--------------|-------------|
| 223 - Duke Energy | 02-Traffic Signal Summary electric bill-1/4-2/2/21 | BC 2018-03 | 03/03/2021 | 3,470.30 |
| 223 - Duke Energy | 02-Street Light Summary Electric bill-02/08/2021 | BC 2010-23 | 03/03/2021 | 35,735.18 |
| Account 53520 - Street Lights / Traffic Signals Totals | | | Invoice 2 | \$39,205.48 |
| | | | Transactions | |
| Program 200000 - Main Totals | | | Invoice 2 | \$39,205.48 |
| | | | Transactions | |
| Department 20 - Street Totals | | | Invoice 2 | \$39,205.48 |
| | | | Transactions | |
| Fund 450 - Local Road and Street(S0706) Totals | | | Invoice 2 | \$39,205.48 |
| | | | Transactions | |
| Fund 451 - Motor Vehicle Highway(S0708) | | | | |
| Department 20 - Street | | | | |
| Program 200000 - Main | | | | |
| Account 52210 - Institutional Supplies | | | | |
| 313 - Fastenal Company | 20-safety supplies-earplugs, gloves, safety glasses-2/2/21 | | 03/19/2021 | 70.65 |
| 313 - Fastenal Company | 20-safety supplies-gloves-2/17/21 | | 03/19/2021 | 46.99 |
| 313 - Fastenal Company | 20-safety supplies-safety gloves-2/26/21 | | 03/19/2021 | 48.29 |
| Account 52210 - Institutional Supplies Totals | | | Invoice 3 | \$165.93 |
| | | | Transactions | |
| Account 52420 - Other Supplies | | | | |
| 409 - Black Lumber Co. INC | 20-Truck #418-trash bags for liter pickup-3/3/21 | | 03/19/2021 | 9.99 |
| 409 - Black Lumber Co. INC | 20-putty knife, scraper, hardware-3/4/21 | | 03/19/2021 | 20.40 |
| 394 - Kleindorfer Hardware & Variety | 20-Tree crew-4 5 gal fuel cans | | 03/19/2021 | 195.96 |
| 6262 - Koenig Equipment, INC | 20-TS410 Cutquick Saw | | 03/19/2021 | 875.49 |
| Account 52420 - Other Supplies Totals | | | Invoice 4 | \$1,101.84 |
| | | | Transactions | |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | | 03/10/2021 | 42.50 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | | |
|--|---|------------|---------------------------|-----------------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 167.16 |
| | Account 53210 - Telephone Totals | | Invoice 2 Transactions | <u>\$209.66</u> |
| Account 53250 - Pagers | | | | |
| 332 - Indiana Paging Network, INC | 20-Paging Service for Snow Control-April 2021 | | 03/19/2021 | 87.26 |
| | Account 53250 - Pagers Totals | | Invoice 1 Transactions | <u>\$87.26</u> |
| Account 53510 - Electrical Services | | | | |
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-1/11- 2/9/21 | BC 2010-23 | 03/03/2021 | 494.20 |
| | Account 53510 - Electrical Services Totals | | Invoice 1 Transactions | <u>\$494.20</u> |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-2/24/21 | BC 2009-52 | 03/19/2021 | 13.10 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel service-2/24/21 | | 03/19/2021 | 34.28 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-3/3/21 | BC 2009-52 | 03/19/2021 | 13.10 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel service-3/3/21 | | 03/19/2021 | 34.28 |
| | Account 53920 - Laundry and Other Sanitation Services Totals | | Invoice 4 Transactions | <u>\$94.76</u> |
| Account 53950 - Landfill | | | | |
| 52226 - Hoosier Transfer Station-3140 | 20-Sweeper dump disposal fee-1/19/21 | | 03/19/2021 | 751.94 |
| | Account 53950 - Landfill Totals | | Invoice 1 Transactions | <u>\$751.94</u> |
| Account 53990 - Other Services and Charges | | | | |
| 902 - Indiana Underground Plant Protection Service, INC | 20-IN 811 calls, monthly tickets-January 2021-646 tickets | | 03/19/2021 | 613.70 |
| 902 - Indiana Underground Plant Protection Service, INC | 20-CR Adjustment-Monthly Line Locate (Jan 2021)-66 tickets | | 03/19/2021 | (62.70) |
| 16069 - Palmer Trucks, INC | 20-Repair to vehicle #445 damaged accident | | 03/19/2021 | 6,025.69 |
| 1420 - Richard Trinkle (Trinkle SnowPlowing LLC) | 20-Snow Plowing-walkpaths & sidewalks-1/27-2/11/21 | BC 2021-02 | 03/19/2021 | 7,075.00 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | | |
|---|---|--------------|------------|--------------------|
| 1420 - Richard Trinkle (Trinkle SnowPlowing LLC) | 20-Snow Plowing-roundabout 2/19/21 | BC 2021-02 | 03/19/2021 | 120.00 |
| 1420 - Richard Trinkle (Trinkle SnowPlowing LLC) | 20-Snow Plowing-walkpaths & sidewalks-2/15 & 2/18/21 | BC 2021-02 | 03/19/2021 | 3,845.00 |
| 351 - Young Trucking, INC | 20-haul paver to MacAllister-1/25/21 | | 03/19/2021 | 450.00 |
| 351 - Young Trucking, INC | 20-haul milling machine to Southeastern Equip-1/21/21 | | 03/19/2021 | 400.00 |
| Account 53990 - Other Services and Charges Totals | | Invoice 8 | | <u>\$18,466.69</u> |
| Program 200000 - Main Totals | | Transactions | | |
| | | Invoice 24 | | <u>\$21,372.28</u> |
| Department 20 - Street Totals | | Transactions | | |
| | | Invoice 24 | | <u>\$21,372.28</u> |
| Fund 451 - Motor Vehicle Highway(S0708) Totals | | Transactions | | |
| | | Invoice 24 | | <u>\$21,372.28</u> |
| | | Transactions | | |
| Fund 452 - Parking Facilities(S9502) | | | | |
| Department 26 - Parking | | | | |
| Program 260000 - Main | | | | |
| Account 52310 - Building Materials and Supplies | | | | |
| 394 - Kleindorfer Hardware & Variety | 26- 2 brush, 2 Hard hats, pair of gloves - Parking Services | | 03/19/2021 | 55.43 |
| 394 - Kleindorfer Hardware & Variety | 26- 3 Stride paint, 2 paint tapes for Parking Services | | 03/19/2021 | 27.05 |
| Account 52310 - Building Materials and Supplies Totals | | Invoice 2 | | <u>\$82.48</u> |
| | | Transactions | | |
| Account 52340 - Other Repairs and Maintenance | | | | |
| 4394 - Richardson Enterprises of Blgtn,LLC (FastSigns) | 26-Garage Signs and Safety Mirrors | | 03/19/2021 | 698.50 |
| Account 52340 - Other Repairs and Maintenance Totals | | Invoice 1 | | <u>\$698.50</u> |
| | | Transactions | | |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | | 03/10/2021 | 123.33 |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 13.93 |
| Account 53210 - Telephone Totals | | Invoice 2 | | <u>\$137.26</u> |
| | | Transactions | | |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Account 53510 - Electrical Services

| | | | |
|-------------------|---|---------------------------|------------|
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-1/11-2/9/21 | 03/03/2021 | 2,689.68 |
| | Account 53510 - Electrical Services Totals | Invoice 1 Transactions | \$2,689.68 |

Account 53610 - Building Repairs

| | | | |
|------------------------------------|---|---------------------------|----------|
| 392 - Koorsen Fire & Security, INC | 26-Quarterly Billing for Fire Alarm @ Morton Garage | 03/19/2021 | 128.80 |
| | Account 53610 - Building Repairs Totals | Invoice 1 Transactions | \$128.80 |

Account 53650 - Other Repairs

| | | | |
|-----------------------|--|---------------------------|----------|
| 6378 - ANN-KRISS, LLC | 26-Snow Removal on 2 Surface Lots on S. College Ave BC 2020-83 | 03/19/2021 | 400.00 |
| | Account 53650 - Other Repairs Totals | Invoice 1 Transactions | \$400.00 |

Account 53840 - Lease Payments

| | | | |
|---------------------------------------|--|----------------------------|-------------|
| 512 - 7th & Walnut , LLC | 26-Walnut St Garage-April 2021 garage rent | 03/19/2021 | 16,889.60 |
| 3887 - Mercury Development Group, LLC | 26-Morton St Garage-April 2021 garage rent | 03/19/2021 | 38,035.85 |
| | Account 53840 - Lease Payments Totals | Invoice 2 Transactions | \$54,925.45 |
| | Program 260000 - Main Totals | Invoice 10 Transactions | \$59,062.17 |
| | Department 26 - Parking Totals | Invoice 10 Transactions | \$59,062.17 |
| | Fund 452 - Parking Facilities(S9502) Totals | Invoice 10 Transactions | \$59,062.17 |

Fund 454 - Alternative Transport(S6301)

Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations

| | | | |
|--------------|--|---------------------------|--------|
| Alexis Ovitt | 26-refund-pkg citation G1500145-paid twice | 03/19/2021 | 4.00 |
| | Account 46060 - Other Violations Totals | Invoice 1 Transactions | \$4.00 |



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| | | | | |
|---|---|--|--------------|------------|
| | | Program 020000 - Main Totals | Invoice 1 | \$4.00 |
| | | | Transactions | |
| | | Department 02 - Public Works Totals | Invoice 1 | \$4.00 |
| | | | Transactions | |
| | | | | |
| Department 05 - Common Council | | | | |
| | | | | |
| Program 050000 - Main | | | | |
| | | | | |
| Account 54310 - Improvements Other Than Building | | | | |
| 10 - Bledsoe Riggert Cooper & James INC | 13-Walnut (Winslow to Ridgeview) SW-Design-1/29/21 | | 03/19/2021 | 716.75 |
| 10 - Bledsoe Riggert Cooper & James INC | 13- Walnut (Winslow to Ridgeview) SW-Survey-1/29/21 | | 03/19/2021 | 8,300.00 |
| | | Account 54310 - Improvements Other Than Building Totals | Invoice 2 | \$9,016.75 |
| | | | Transactions | |
| | | Program 050000 - Main Totals | Invoice 2 | \$9,016.75 |
| | | | Transactions | |
| | | Department 05 - Common Council Totals | Invoice 2 | \$9,016.75 |
| | | | Transactions | |
| | | | | |
| Department 13 - Planning | | | | |
| | | | | |
| Program 130000 - Main | | | | |
| | | | | |
| Account 53110 - Engineering and Architectural | | | | |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Neighborhood Greenways-Inv. date 2/19/21 | BC 2020-106 | 03/19/2021 | 3,339.90 |
| 10081 - Strand Associates, INC | 13-Crosswalk Imp. Proj (HSIP)-serv. 1/1-1/31/21 | BC 2020-49 | 03/19/2021 | 585.00 |
| | | Account 53110 - Engineering and Architectural Totals | Invoice 2 | \$3,924.90 |
| | | | Transactions | |
| | | Program 130000 - Main Totals | Invoice 2 | \$3,924.90 |
| | | | Transactions | |
| | | Department 13 - Planning Totals | Invoice 2 | \$3,924.90 |
| | | | Transactions | |
| | | | | |
| Department 26 - Parking | | | | |
| | | | | |
| Program 260000 - Main | | | | |
| | | | | |
| Account 52420 - Other Supplies | | | | |
| 5819 - Synchrony Bank | 26-soap and dispenser | | 03/19/2021 | 14.59 |



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| | | | | |
|--|---|---|---------------------------|-------------|
| | | Account 52420 - Other Supplies Totals | Invoice 1 Transactions | \$14.59 |
| Account 53210 - Telephone | | | | |
| 1838 - Verizon Wireless | 26-PE-cell phone charges-1/24-2/23/21 | | 03/03/2021 | 105.70 |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | | 03/10/2021 | 41.11 |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 13.93 |
| | | Account 53210 - Telephone Totals | Invoice 3 Transactions | \$160.74 |
| | | Program 260000 - Main Totals | Invoice 4 Transactions | \$175.33 |
| | | Department 26 - Parking Totals | Invoice 4 Transactions | \$175.33 |
| | | Fund 454 - Alternative Transport(S6301) Totals | Invoice 9 Transactions | \$13,120.98 |
| Fund 455 - Parking Meter Fund(S2141) | | | | |
| Department 26 - Parking | | | | |
| Program 260000 - Main | | | | |
| Account 52340 - Other Repairs and Maintenance | | | | |
| 4264 - IPS Group, INC | 26-meter clock reparis out of warranty | | 03/19/2021 | 3,918.22 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 26-Office Pride-Office Cleaning for New Parking Office | BC 2020-102 | 03/19/2021 | 373.00 |
| | | Account 52340 - Other Repairs and Maintenance Totals | Invoice 2 Transactions | \$4,291.22 |
| Account 52420 - Other Supplies | | | | |
| 394 - Kleindorfer Hardware & Variety | 26-1 qt. cut oil | | 03/19/2021 | 11.49 |
| 394 - Kleindorfer Hardware & Variety | 26-ext cord, measure cup | | 03/19/2021 | 5.98 |
| 5819 - Synchrony Bank | 26-soap and dispenser | | 03/19/2021 | 58.38 |
| 5819 - Synchrony Bank | 26-stop signs for school crossing guards | | 03/19/2021 | 307.92 |
| 5819 - Synchrony Bank | 26-case for ipad used reporting meter repairs | | 03/19/2021 | 79.99 |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

| | | | | |
|---|--|--|----------------------------|-------------|
| | | Account 52420 - Other Supplies Totals | Invoice 5 Transactions | \$463.76 |
| Account 53150 - Communications Contract | | | | |
| 4264 - IPS Group, INC | 06-Monthly Credit Card Fees for Parking Meters - Feb 2021 | | 03/19/2021 | 11,563.51 |
| 6222 - Apple, INC | 26-2 year warranty on ipad for meter repair reports | | 03/19/2021 | 59.00 |
| | | Account 53150 - Communications Contract Totals | Invoice 2 Transactions | \$11,622.51 |
| Account 53210 - Telephone | | | | |
| 1838 - Verizon Wireless | 26-PE-cell phone charges-1/24-2/23/21 | | 03/03/2021 | 422.84 |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | | 03/10/2021 | 41.11 |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 13.93 |
| | | Account 53210 - Telephone Totals | Invoice 3 Transactions | \$477.88 |
| Account 53990 - Other Services and Charges | | | | |
| 1420 - Richard Trinkle (Trinkle SnowPlowing LLC) | 26-snow removal parking lots 2-2021 | BC 2021-02 | 03/19/2021 | 655.00 |
| | | Account 53990 - Other Services and Charges Totals | Invoice 1 Transactions | \$655.00 |
| | | Program 260000 - Main Totals | Invoice 13 Transactions | \$17,510.37 |
| | | Department 26 - Parking Totals | Invoice 13 Transactions | \$17,510.37 |
| | | Fund 455 - Parking Meter Fund(S2141) Totals | Invoice 13 Transactions | \$17,510.37 |
| Fund 456 - MVH Restricted | | | | |
| Department 20 - Street | | | | |
| Program 200000 - Main | | | | |
| Account 52420 - Other Supplies | | | | |
| 409 - Black Lumber Co. INC | 20-3rd/Lincoln ramp-adhesive-2/23/21 | | 03/19/2021 | 9.98 |
| 394 - Kleindorfer Hardware & Variety | 20-3rd/Lincoln ADA plate-bit holder, security bit | | 03/19/2021 | 8.57 |



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| | | | | |
|--------------------------------------|--|--------------|------------|-----------------|
| 394 - Kleindorfer Hardware & Variety | 20-Sidewalk crew-grass seed | | 03/19/2021 | 178.99 |
| | Account 52420 - Other Supplies Totals | Invoice 3 | | <u>\$197.54</u> |
| | | Transactions | | |
| | Program 200000 - Main Totals | Invoice 3 | | <u>\$197.54</u> |
| | | Transactions | | |
| | Department 20 - Street Totals | Invoice 3 | | <u>\$197.54</u> |
| | | Transactions | | |
| | Fund 456 - MVH Restricted Totals | Invoice 3 | | <u>\$197.54</u> |
| | | Transactions | | |

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

| | | | | |
|-----------------------------|--|--------------|------------|-----------------|
| 334 - Irving Materials, INC | 20-Concrete for sidewalk & ADA ramp | BC 2020-16 | 03/19/2021 | 562.50 |
| | Account 52330 - Street , Alley, and Sewer Material Totals | Invoice 1 | | <u>\$562.50</u> |
| | | Transactions | | |
| | Program 020000 - Main Totals | Invoice 1 | | <u>\$562.50</u> |
| | | Transactions | | |
| | Department 02 - Public Works Totals | Invoice 1 | | <u>\$562.50</u> |
| | | Transactions | | |
| | Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals | Invoice 1 | | <u>\$562.50</u> |
| | | Transactions | | |

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

| | | | | |
|--------------------------------|-------------------------------------|-------------|------------|-----------|
| 50944 - Cargill Deicing Techno | 20-de-icing salt-91.62 tons-2/8/21 | BC 2020--15 | 03/19/2021 | 8,649.84 |
| 50944 - Cargill Deicing Techno | 20-de-icing salt-107.71 tons-2/9/21 | BC 2020--15 | 03/19/2021 | 10,168.90 |
| 50944 - Cargill Deicing Techno | 20-de-icing salt-87.90 tons-2/18/21 | BC 2020--15 | 03/19/2021 | 8,298.63 |
| 50944 - Cargill Deicing Techno | 20-de-icing salt-43.26 tons-2/22/21 | | 03/19/2021 | 4,084.18 |



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|-----------------------------------|---|-------------|------------|-----------|
| 50944 - Cargill Deicing Techno | 20-de-icing salt-43.67 tons-2/23/21 | BC 2020--15 | 03/19/2021 | 4,122.89 |
| 50944 - Cargill Deicing Techno | 20-de-icing salt-45.95 tons-2/24/21 | BC 2020--15 | 03/19/2021 | 4,338.14 |
| 18168 - Family Farm Supply, INC | 20-De-icing Salt-460.56 tons | | 03/19/2021 | 51,582.72 |
| 19278 - Milestone Contractors, LP | 20-Cold mix for patching-14.28 tons-2/25/21 | BC 2020-78 | 03/19/2021 | 1,570.80 |

| | | |
|--|--------------|-------------|
| Account 52330 - Street , Alley, and Sewer Material Totals | Invoice 8 | \$92,816.10 |
| | Transactions | |
| Program 020000 - Main Totals | Invoice 8 | \$92,816.10 |
| | Transactions | |
| Department 02 - Public Works Totals | Invoice 8 | \$92,816.10 |
| | Transactions | |
| Fund 601 - Cumulative Capital Devlp(S2391) Totals | Invoice 8 | \$92,816.10 |
| | Transactions | |

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 53130 - Medical

| | | | | |
|-------------------------------------|---|--|------------|-------|
| 231 - IU Health OCC Health Services | 16-J. Wolford-DS DOT 5 Panel E Screen-1/29/21 | | 03/19/2021 | 47.00 |
|-------------------------------------|---|--|------------|-------|

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|---------------------------------------|--------------|---------|
| Account 53130 - Medical Totals | Invoice 1 | \$47.00 |
| | Transactions | |

Account 53210 - Telephone

| | | | | |
|-------------------------------|---|--|------------|--------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287297421132X02192021 | | 03/10/2021 | 419.36 |
|-------------------------------|---|--|------------|--------|

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|-------------------------------|--|--|------------|-------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 41.79 |
|-------------------------------|--|--|------------|-------|

| | | |
|---|--------------|----------|
| Account 53210 - Telephone Totals | Invoice 2 | \$461.15 |
| | Transactions | |

Account 53510 - Electrical Services

| | | | | |
|-------------------|---|------------|------------|--------|
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-1/11- 2/9/21 | BC 2018-03 | 03/03/2021 | 355.46 |
|-------------------|---|------------|------------|--------|

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|---|--------------|----------|
| Account 53510 - Electrical Services Totals | Invoice 1 | \$355.46 |
| | Transactions | |

Account 53920 - Laundry and Other Sanitation Services



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| | | | | |
|---|---|------------|----------------------------|-------------------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-2/24/21 | BC 2009-52 | 03/19/2021 | 9.66 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel service-2/24/21 | | 03/19/2021 | 23.26 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-3/3/21 | BC 2009-52 | 03/19/2021 | 9.66 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel service-3/3/21 | | 03/19/2021 | 23.26 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | | Invoice 4 Transactions | <hr/> \$65.84 |
| Account 53950 - Landfill | | | | |
| 52226 - Hoosier Transfer Station-3140 | 16-recycling fees - 2/1-2/15/21 | | 03/19/2021 | 4,219.50 |
| 52226 - Hoosier Transfer Station-3140 | 16-trash disposal fee-2/1-2/15/21 | | 03/19/2021 | 13,949.95 |
| Account 53950 - Landfill Totals | | | Invoice 2 Transactions | <hr/> \$18,169.45 |
| Program 160000 - Main Totals | | | Invoice 10 Transactions | <hr/> \$19,098.90 |
| Department 16 - Sanitation Totals | | | Invoice 10 Transactions | <hr/> \$19,098.90 |
| Fund 730 - Solid Waste (S6401) Totals | | | Invoice 10 Transactions | <hr/> \$19,098.90 |
| Fund 800 - Risk Management(S0203) | | | | |
| Department 10 - Legal | | | | |
| Program 100000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 4142 - Emergency Medical Products, INC | 10- defib supplies | | 03/19/2021 | 176.00 |
| Account 52110 - Office Supplies Totals | | | Invoice 1 Transactions | <hr/> \$176.00 |
| Account 52430 - Uniforms and Tools | | | | |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-B. Stillions (14M)-2/24/21 | | 03/19/2021 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-J. Marrero (10D)-3/1/21 | | 03/19/2021 | 100.00 |
| Account 52430 - Uniforms and Tools Totals | | | Invoice 2 Transactions | <hr/> \$200.00 |



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Account 53130 - Medical

| | | | |
|--------------------------|--|------------|--------|
| 6854 - Andrew J Boden | 10- reimb for physical for CDL-3/2/21 | 03/19/2021 | 100.00 |
| 6860 - Adam R Edwards | 10- reimb for physical for CDL-3/1/21 | 03/19/2021 | 95.00 |
| 3112 - Jason Glenn Eller | 10- reimb for physical for CDL-3/4/21 | 03/19/2021 | 90.00 |
| 5183 - Frank L Robinson | 10- reimb for physical for CDL-2/26/21 | 03/19/2021 | 90.00 |

| | | |
|---------------------------------------|--------------|----------|
| Account 53130 - Medical Totals | Invoice 4 | \$375.00 |
| | Transactions | |

Account 53210 - Telephone

| | | | |
|-------------------------------|---|------------|-------|
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21-Inv. 287287430216X02192021 | 03/10/2021 | 41.79 |
|-------------------------------|---|------------|-------|

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|---|--------------|---------|
| Account 53210 - Telephone Totals | Invoice 1 | \$41.79 |
| | Transactions | |

Account 53420 - Worker's Comp & Risk

| | | | |
|---|--------------------------------|------------|--------|
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 10-Siho-TTD - S. Kinser-202128 | 03/05/2021 | 388.38 |
|---|--------------------------------|------------|--------|

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|--|--------------|----------|
| Account 53420 - Worker's Comp & Risk Totals | Invoice 1 | \$388.38 |
| | Transactions | |

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|-------------------------------------|--------------|------------|
| Program 100000 - Main Totals | Invoice 9 | \$1,181.17 |
| | Transactions | |

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|-------------------------------------|--------------|------------|
| Department 10 - Legal Totals | Invoice 9 | \$1,181.17 |
| | Transactions | |

| | | |
|---|--------------|------------|
| Fund 800 - Risk Management(S0203) Totals | Invoice 9 | \$1,181.17 |
| | Transactions | |

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

| | | | |
|---|-----------------------------------|------------|----------|
| 18539 - Life Insurance Company Of North America | 12-February 2021 LINA \$35,745.73 | 03/19/2021 | 4,216.00 |
|---|-----------------------------------|------------|----------|

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|--|--------------|------------|
| Account 53990 - Other Services and Charges Totals | Invoice 1 | \$4,216.00 |
| | Transactions | |

Account 53990.1201 - Other Services and Charges Health Insurance



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| | | | |
|--|--|---------------------------|---------------------|
| 3928 - Aim Medical Trust | 12-March 2021 Aim Medical Trust premiums \$973,545.47 | 03/10/2021 | 973,545.47 |
| Account 53990.1201 - Other Services and Charges Health Insurance Totals | | Invoice 1 Transactions | <u>973,545.47</u> |
| Account 53990.1278 - Other Services and Charges Disability LTD | | | |
| 18539 - Life Insurance Company Of North America | 12-February 2021 LINA \$35,745.73 | 03/19/2021 | 5,824.71 |
| Account 53990.1278 - Other Services and Charges Disability LTD Totals | | Invoice 1 Transactions | <u>\$5,824.71</u> |
| Program 120000 - Main Totals | | Invoice 3 Transactions | <u>\$983,586.18</u> |
| Department 12 - Human Resources Totals | | Invoice 3 Transactions | <u>\$983,586.18</u> |
| Fund 801 - Health Insurance Trust Totals | | Invoice 3 Transactions | <u>\$983,586.18</u> |
| Fund 802 - Fleet Maintenance(S9500) | | | |
| Department 17 - Fleet Maintenance | | | |
| Program 170000 - Main | | | |
| Account 52110 - Office Supplies | | | |
| 6530 - Office Depot, INC | 17 - desk calendar | 03/19/2021 | 17.98 |
| 6530 - Office Depot, INC | 17 - wall clock | 03/19/2021 | 6.31 |
| Account 52110 - Office Supplies Totals | | Invoice 2 Transactions | <u>\$24.29</u> |
| Account 52230 - Garage and Motor Supplies | | | |
| 4693 - Monroe County Tire & Supply, INC | 17-tire repair Right front 25"o'ring on loader 454 | 03/19/2021 | 147.72 |
| 4693 - Monroe County Tire & Supply, INC | 17-tire repair LR on Backhoe 623 | 03/19/2021 | 161.41 |
| 4693 - Monroe County Tire & Supply, INC | 17-Repaired Rear right on Backhoe 670 | 03/19/2021 | 161.41 |
| Account 52230 - Garage and Motor Supplies Totals | | Invoice 3 Transactions | <u>\$470.54</u> |
| Account 52240 - Fuel and Oil | | | |
| 4046 - Heritage-Crystal Clean, INC | 17-HD Naps Free Elc 50/50 Premix, Inv# 16659134 | 03/19/2021 | 683.00 |



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| | | | | |
|--|---|--------------|---------------------------|--------------------|
| 349 - White River Cooperative, INC | 17 - fuel unleaded and diesel | BC 2019-107A | 03/19/2021 | 18,311.16 |
| | Account 52240 - Fuel and Oil Totals | | Invoice 2 Transactions | <u>\$18,994.16</u> |
| Account 52310 - Building Materials and Supplies | | | | |
| 6378 - ANN-KRISS, LLC | 17 - supplies for wash bay repairs | BC 2020-83 | 03/19/2021 | 1,871.40 |
| | Account 52310 - Building Materials and Supplies Totals | | Invoice 1 Transactions | <u>\$1,871.40</u> |
| Account 52320 - Motor Vehicle Repair | | | | |
| 4877 - Asher Group, INC | 17 - #419 wiring harness | | 03/19/2021 | 190.50 |
| 244 - Bloomington Ford, INC | 17 - Tire tube, Inv# 5072100 | | 03/19/2021 | 100.50 |
| 244 - Bloomington Ford, INC | 17 - Fuel pump kit, inv# 5072096 | | 03/19/2021 | 349.70 |
| 244 - Bloomington Ford, INC | 17 - Tube assemble, Inv# 5072189 | | 03/19/2021 | 507.49 |
| 244 - Bloomington Ford, INC | 17- mirror Assembly, inv# 5072200 | | 03/19/2021 | 572.02 |
| 244 - Bloomington Ford, INC | 17- Heater, kit-tank, ring-Lock; inv# 5072098 | | 03/19/2021 | 724.80 |
| 244 - Bloomington Ford, INC | 17-regular Key, Inv# 5072228 | | 03/19/2021 | 8.00 |
| 5481 - Bright Equipment, INC (BobCat of Indy) | 17 - #867 coupler, inv# P15665 | | 03/19/2021 | 43.97 |
| 5792 - Clark Truck Equipment Co., INC | 17 - trip spring, shoe kit | | 03/19/2021 | 66.50 |
| 5792 - Clark Truck Equipment Co., INC | 17 - chain | | 03/19/2021 | 669.36 |
| 21104 - Cummins Crosspoint, LLC | 17 - #550 starter | | 03/19/2021 | 162.94 |
| 21104 - Cummins Crosspoint, LLC | 17 - 963 pressure sensor and connection gasket, inv# N8-71669 | | 03/19/2021 | 196.00 |
| 594 - Curry Auto Center, INC | 17-SL-N-Value Inv# 5096355 | | 03/19/2021 | 27.26 |
| 594 - Curry Auto Center, INC | 17-SL-N-Hose, INV# 5096235 | | 03/19/2021 | 39.04 |
| 594 - Curry Auto Center, INC | 17-SL-N-Solenoid kit, inv# 5096315 | | 03/19/2021 | 168.43 |
| 594 - Curry Auto Center, INC | 17-SL-N-Filter; inv# 5096390 | | 03/19/2021 | 12.65 |



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| | | | |
|---|--|----------------------------|-------------------|
| 796 - Interstate Battery System of Bloomington, INC | 17-batteries - MT-34, MT-58, MT-78, 2 - MTP-65HD, 3 - 31-MHD | 03/19/2021 | 729.30 |
| 11672 - Jack Doheny Companies, INC | 17 - ball valve, inv# 116784 | 03/19/2021 | 37.50 |
| 4439 - JX Enterprises, INC | 17-Tube- water inlet - Inv# 27172891P | 03/19/2021 | 81.20 |
| 4439 - JX Enterprises, INC | 17-Valve-Solenoid Normally Closed; Inv# 27171060P | 03/19/2021 | 85.99 |
| 4439 - JX Enterprises, INC | 17-Sensors; inv# 27172175P | 03/19/2021 | 512.10 |
| 5260 - M&K Holding CO. (M&K Quality Truck Sales) | 17 - #957 injector | 03/19/2021 | 82.20 |
| 5260 - M&K Holding CO. (M&K Quality Truck Sales) | 17 - #958 Injector; inv# 427002IN | 03/19/2021 | 82.20 |
| 54351 - Sternberg, INC | 17 - clamps | 03/19/2021 | 165.28 |
| 582 - Town & Country Chrysler Dodge Jeep, INC | 17 - seal: slimline, cooler: condenser | 03/19/2021 | 429.88 |
| 582 - Town & Country Chrysler Dodge Jeep, INC | 17-Hose: windshield washer | 03/19/2021 | 14.88 |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner) | 17 - linkage assembly, motor assy | 03/19/2021 | 333.33 |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner) | 17 - cap | 03/19/2021 | 8.82 |
| 2096 - West Side Tractor Sales CO. | 17 - #669 Hyd Repairs | 03/19/2021 | 3,117.15 |
| 2096 - West Side Tractor Sales CO. | 17 - #617 inspection | 03/19/2021 | 147.90 |
| 2096 - West Side Tractor Sales CO. | 17 - tooth (parts) | 03/19/2021 | 64.33 |
| Account 52320 - Motor Vehicle Repair Totals | | Invoice 31 Transactions | \$9,731.22 |
| Account 52420 - Other Supplies | | | |
| 409 - Black Lumber Co. INC | 17-2 step folding step stool | 03/19/2021 | 19.99 |
| 177 - Indiana Oxygen Company, INC | 17-cylinder rental, torch supply, other, inv# 9622055 | 03/19/2021 | 172.05 |
| Account 52420 - Other Supplies Totals | | Invoice 2 Transactions | \$192.04 |
| Account 53130 - Medical | | | |
| 231 - IU Health OCC Health Services | 17 - dot testing, Inv#00114514-00 | 03/19/2021 | 47.00 |



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| | | | | |
|--|---|---|---------------------------|-------------|
| | | Account 53130 - Medical Totals | Invoice 1 Transactions | \$47.00 |
| Account 53140 - Exterminator Services | | | | |
| 51538 - Economy Termite & Pest Control, INC | 17- Monthly Pest Control for Fleet | BC 2020-84 | 03/19/2021 | 95.00 |
| | | Account 53140 - Exterminator Services Totals | Invoice 1 Transactions | \$95.00 |
| Account 53160 - Instruction | | | | |
| 3560 - First Financial Bank / Credit Cards | 17 - NPFI Hydraulics training-3 employees | | 03/19/2021 | 4,575.00 |
| | | Account 53160 - Instruction Totals | Invoice 1 Transactions | \$4,575.00 |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 06-cell phone chgs 1/12-2/11/21- #287289748780X02192021 | | 03/10/2021 | 41.79 |
| | | Account 53210 - Telephone Totals | Invoice 1 Transactions | \$41.79 |
| Account 53510 - Electrical Services | | | | |
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-1/11- 2/9/21 | BC 2018-03 | 03/03/2021 | 505.18 |
| | | Account 53510 - Electrical Services Totals | Invoice 1 Transactions | \$505.18 |
| Account 53610 - Building Repairs | | | | |
| 6378 - ANN-KRISS, LLC | 17 - Electrical work in the wash bay | BC 2020-83 | 03/19/2021 | 2,500.00 |
| 6378 - ANN-KRISS, LLC | 17 - supplies for wash bay repairs | BC 2020-83 | 03/19/2021 | 11,786.00 |
| 21104 - Cummins Crosspoint, LLC | 17- Inspection of Generator @ Fleet | | 03/19/2021 | 321.40 |
| 321 - Harrell Fish, INC (HFI) | 17 - repairs to heater ins garage, Inv# W63656 | | 03/19/2021 | 675.54 |
| | | Account 53610 - Building Repairs Totals | Invoice 4 Transactions | \$15,282.94 |
| Account 53620 - Motor Repairs | | | | |
| 244 - Bloomington Ford, INC | 17 - #528 water pump repair. Inv# 6185677/1 | | 03/19/2021 | 1,042.32 |
| 2096 - West Side Tractor Sales CO. | 17 - #669 Hyd Repairs | | 03/19/2021 | 1,432.18 |



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| | | | | |
|--|--------------------------------------|------------|----------------------------|-------------|
| 2096 - West Side Tractor Sales CO. | 17 - #781 repairs to loader | | 03/19/2021 | 729.58 |
| 2096 - West Side Tractor Sales CO. | 17 - #669 inspection | | 03/19/2021 | 79.75 |
| 5639 - Yale Industrial Trucks-Tynan, INC | 17 - #797 repairs | | 03/19/2021 | 247.97 |
| Account 53620 - Motor Repairs Totals | | | Invoice 5 Transactions | \$3,531.80 |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 -mats and towel, inv# 1824730388 | | 03/19/2021 | 73.20 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - uniforms, Inv#1824730389 | BC 2009-52 | 03/19/2021 | 23.32 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - mats and towel, Inv# 1824739945 | | 03/19/2021 | 69.56 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - uniforms, Inv# 1824739946 | BC 2009-52 | 03/19/2021 | 23.32 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | | Invoice 4 Transactions | \$189.40 |
| Account 53990 - Other Services and Charges | | | | |
| 3560 - First Financial Bank / Credit Cards | 17-title fees-2/10/21 | | 03/19/2021 | 135.00 |
| Account 53990 - Other Services and Charges Totals | | | Invoice 1 Transactions | \$135.00 |
| Program 170000 - Main Totals | | | Invoice 60 Transactions | \$55,686.76 |
| Department 17 - Fleet Maintenance Totals | | | Invoice 60 Transactions | \$55,686.76 |
| Fund 802 - Fleet Maintenance(\$9500) Totals | | | Invoice 60 Transactions | \$55,686.76 |
| Fund 804 - Insurance Voluntary Trust | | | | |
| Department 12 - Human Resources | | | | |
| Program 120000 - Main | | | | |
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City | | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | | 03/03/2021 | 243.19 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | | 03/03/2021 | 10.00 |



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| | | | |
|---|--|-------------------------|-------------|
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/04/2021 | 112.28 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/05/2021 | 60.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 375.97 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 20.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 35.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Daily Benefits Card Funding Detail-3/8/2021 | 03/09/2021 | 297.95 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/10/2021 | 587.79 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/11/2021 | 97.02 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/12/2021 | 714.47 |
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals | | Invoice 11 Transactions | \$2,553.67 |
| Account 53990.1273 - Other Services and Charges Term Life | | | |
| 18539 - Life Insurance Company Of North America | 12-February 2021 LINA \$35,745.73 | 03/19/2021 | 15,955.90 |
| Account 53990.1273 - Other Services and Charges Term Life Totals | | Invoice 1 Transactions | \$15,955.90 |
| Account 53990.1277 - Other Services and Charges Disability STD | | | |
| 18539 - Life Insurance Company Of North America | 12-February 2021 LINA \$35,745.73 | 03/19/2021 | 9,749.12 |
| Account 53990.1277 - Other Services and Charges Disability STD Totals | | Invoice 1 Transactions | \$9,749.12 |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/03/2021 | 70.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/04/2021 | 120.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/05/2021 | 27.22 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 15.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 110.00 |



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|---|---|-----------------------|-------------|
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 95.66 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/10/2021 | 25.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/11/2021 | 25.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/12/2021 | 196.02 |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | | Invoice 9 | \$683.90 |
| | | Transactions | |
| Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-FSA Unreimbursed Medical DDC - CBU-3/9-3/10/21 | 03/09/2021 | 140.00 |
| Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals | | Invoice 1 | \$140.00 |
| | | Transactions | |
| Account 53990.1283 - Other Services and Charges Health Savings Account | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-Nyhart HSA EE Contributions | 03/11/2021 | 19,086.69 |
| Account 53990.1283 - Other Services and Charges Health Savings Account Totals | | Invoice 1 | \$19,086.69 |
| | | Transactions | |
| Program 120000 - Main Totals | | Invoice 24 | \$48,169.28 |
| | | Transactions | |
| Department 12 - Human Resources Totals | | Invoice 24 | \$48,169.28 |
| | | Transactions | |
| Fund 804 - Insurance Voluntary Trust Totals | | Invoice 24 | \$48,169.28 |
| | | Transactions | |
| Fund 978 - City 2016 GO Bond Proceeds | | | |
| Department 06 - Controller's Office | | | |
| Program 06016B - 2016 B Ped/Signal/Intersection | | | |
| Account 54510 - Other Capital Outlays | | | |
| 1959 - Clark Dietz INC | 13-3rd & Indiana_Signal Proj-1/1-1/29/21 | BC 2020-61 03/19/2021 | 323.82 |
| Account 54510 - Other Capital Outlays Totals | | Invoice 1 | \$323.82 |
| | | Transactions | |
| Program 06016B - 2016 B Ped/Signal/Intersection Totals | | Invoice 1 | \$323.82 |
| | | Transactions | |
| Program 06016C - 2016 C Jackson Trail | | | |



Board of Public Works Claim Register

Invoice Date Range 03/03/21 - 03/19/21

Account 54310 - Improvements Other Than Building

| | | | | |
|--|---|--------------|------------|-------------------|
| 16 - Butler, Fairman & Seufert, INC | 13-Jackson Creek Trail PH2_(PE)-12/1/20-1/31/21 | | 03/19/2021 | 4,525.57 |
| Account 54310 - Improvements Other Than Building Totals | | Invoice 1 | | <u>\$4,525.57</u> |
| | | Transactions | | |
| Program 06016C - 2016 C Jackson Trail Totals | | Invoice 1 | | <u>\$4,525.57</u> |
| | | Transactions | | |

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-12/1-12/31/20 | BC 2019-87 | 03/19/2021 | 27,111.78 |
| 16 - Butler, Fairman & Seufert, INC | 13-Rogers/Winslow/Henderson multi-use path-1/1-1/31/21 | BC 2019-87 | 03/19/2021 | 26,029.98 |
| Account 54310 - Improvements Other Than Building Totals | | Invoice 2 | | <u>\$53,141.76</u> |
| | | Transactions | | |
| Program 06016D - 2016 D Multi Use Paths Totals | | Invoice 2 | | <u>\$53,141.76</u> |
| | | Transactions | | |
| Department 06 - Controller's Office Totals | | Invoice 4 | | <u>\$57,991.15</u> |
| | | Transactions | | |
| Fund 978 - City 2016 GO Bond Proceeds Totals | | Invoice 4 | | <u>\$57,991.15</u> |
| | | Transactions | | |
| Grand Totals | | Invoice 335 | | <u><u>\$1,868,302.05</u></u> |
| | | Transactions | | |



Board of Public Works Claim Register

Invoice Date Range 02/28/21 - 02/28/21

| Vendor | Invoice Description | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|---|------------------------------|--------------|------------|------------|---------------|--------------|--|
| Fund 452 - Parking Facilities(S9502) | | | | | | | |
| Department 26 - Parking | | | | | | | |
| Program 260000 - Main | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | |
| 18844 - First Financial Bank, N.A. | 26-Garage Bank Fees Jan 2021 | 02/28/2021 | 02/28/2021 | 02/28/2021 | | 02/28/2021 | 1,292.79 |
| | | | | | | | Account 53830 - Bank Charges Totals Invoice Transactions 1 \$1,292.79 |
| | | | | | | | Program 260000 - Main Totals Invoice Transactions 1 \$1,292.79 |
| | | | | | | | Department 26 - Parking Totals Invoice Transactions 1 \$1,292.79 |
| | | | | | | | Fund 452 - Parking Facilities(S9502) Totals Invoice Transactions 1 \$1,292.79 |
| Fund 455 - Parking Meter Fund(S2141) | | | | | | | |
| Department 26 - Parking | | | | | | | |
| Program 260000 - Main | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | |
| 18844 - First Financial Bank, N.A. | 26-Web Bank Fees Jan 2021 | 02/28/2021 | 02/28/2021 | 02/28/2021 | | 02/28/2021 | 1,192.37 |
| 18844 - First Financial Bank, N.A. | 26-MetersBank Fees Jan 2021 | 02/28/2021 | 02/28/2021 | 02/28/2021 | | 02/28/2021 | 2,973.19 |
| | | | | | | | Account 53830 - Bank Charges Totals Invoice Transactions 2 \$4,165.56 |
| | | | | | | | Program 260000 - Main Totals Invoice Transactions 2 \$4,165.56 |
| | | | | | | | Department 26 - Parking Totals Invoice Transactions 2 \$4,165.56 |
| | | | | | | | Fund 455 - Parking Meter Fund(S2141) Totals Invoice Transactions 2 \$4,165.56 |
| | | | | | | | Grand Totals Invoice Transactions 3 \$5,458.35 |

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|-----------|-----------------------------|------|-------------|---------------|----------------------------|
| 3/19/2021 | Claims | | | | 1,868,302.05 |
| | HSA/WorkComp/MT & Gym/CIGNA | | | | |
| 2/28/2021 | BankFees Jan 2021 | | | | 5,458.35 |
| | | | | | <u>1,873,760.40</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 **\$ 1,873,760.40**

Dated this 16th day of March 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 _____