

Board of Public Works Meeting

May 11, 2021



Topic: Board of Public Works

Time: May 11, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

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AGENDA
BOARD OF PUBLIC WORKS
May 11, 2021

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, May 11, 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. OPENING OF SEALED BID OR QUOTES

1. Opening of Bids for 7th Street Protected Bike Lane Improvements

III. PETITIONS & REMONSTRANCES

IV. CONSENT AGENDA

1. Approval of Minutes – April 27, 2021
2. Service Agreement Evens Time, LLC., for PARCS Equipment Inspection and Maintenance
3. Service Agreement with Evens Time, LLC., for Parker Service Agreement
4. Addendum to Service Agreement with Nature’s Way
5. Supplement #1 to Service Agreement with Ann-Kriss, LLC for Facilities Maintenance & Repair Services
6. Supplement #1 to Service Agreement with Bruce’s Home Improvements for Maintenance & Repair of Overhead Doors
7. Service Agreement with Budget Blinds of Bloomington for Replacement of Window Blinds at FS #4
8. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2021-15: Bloomington Handmade Market on Kirkwood (Washington to Grant)
2. Road Closure Request on E Gilbert Dr. from Infrastructure Systems (May 12, 2021- September 01, 2021)
3. Lane Closure Request on N Fee Lane from Snedegar Construction (May 17, 2021 – July 31, 2021)
4. Contract for Morton Street Garage Repairs Project with The New Group
5. Award Contract with Milestone Contractors, LP for the 7th Street Protected Bike Lane Improvement Project

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, April 27, 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
Michael Stewart -- Engineering
Emily Herr – Engineering
Neil Kopper -- Engineering
Patrick Dierkes – Engineering
Roy Aten – Engineering
Paul Kehrberg -- Engineering

Hollingsworth wanted to express her appreciation to everyone that works hard to keep the city beautiful.

**MESSAGES FROM
BOARD MEMBERS**

Public Comment: Carole Canfield spoke of her opposition to the lower Cascades Road closure. Adam Wason, Public Works, replied to Carole that her concerns would be passed along to the appropriate parties.

**PETITIONS AND
REMONSTRANCES**

1. Approval of Minutes – April 13, 2021
2. Resolution 2021-09: Mobile Vendor Solicitor’s License (Seedlings Truck)
3. Resolution 2021-11 Renewal of Mobile Vendor in Public Right-of-Way, Big D’s BBQ
4. Resolution 2021-12: Mobile Vendor in Public Right-of-Way, Bloomingbowl
5. Resolution 2021-13: Woolery Farmers’ Market
6. 3rd Street and Indiana Avenue Intersection Improvements Project, License Agreement with IU Trustees

CONSENT AGENDA

7. Approval of Payroll

Hollingsworth made a motion to approve Consent Agenda. Cox Deckard seconded. Motion is passed.

Michael Stewart, Engineering, presented Lane and Sidewalk Closures on S. Leonard Springs and Curry Pike. See meeting packet for details.

Board Comments: Hollingsworth commented on how big this project is and she thinks it may be related to a new factory, Phoenix Packaging. She asked if the factory would be new construction or using an existing structure. Brandon Haggerty, Duke Energy, confirmed that the factory would be using the old Otis factory building on Curry Pike.

Cox Deckard wanted to reiterate what was discussed during the works session that communication between Duke and the City has been really good up to this point. She wanted to be sure coordination continued, especially with potentially heavier traffic during the summer for events like the fair.

Hollingsworth made a motion to approve Lane and Sidewalk Closures on S. Leonard Springs and Curry Pike. Cox Deckard seconded. Motion is passed.

Emily Herr, Engineering, presented Revised Public Improvements Letter of Credit for Ivy Chase Subdivision Phase I. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Revised Public Improvements Letter of Credit for Ivy Chase Subdivision Phase I. Cox Deckard seconded. Motion is passed.

Neil Kopper, Engineering, presented Addendum #3 to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc. See meeting packet for details.

Board Comments: None

NEW BUSINESS

Lane and Sidewalk Closures on S. Leonard Springs and Curry Pike

Revised Public Improvements Letter of Credit for Ivy Chase Subdivision Phase I

Addendum #3 to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc.

Hollingsworth made a motion to approve Addendum #3 to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc. Cox Deckard seconded. Motion is passed.

Patrick Dierkes, Engineering, presented Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Dunn Street (15th to 16th) Sidewalk Project. See meeting packet for details.

Board Comments: Hollingsworth questioned if the retaining wall would go along the entire length of the sidewalk. Dierkes responded that it will only be required for a portion.

Hollingsworth made a motion to approve Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Dunn Street (15th to 16th) Sidewalk Project. Cox Deckard seconded. Motion is passed.

Roy Aten, Engineering, presented Change Order #1 for the College Mall Road Resurfacing Project. See meeting packet for details.

Board Comments: None.

Hollingsworth made a motion to approve Change Order #1 for the College Mall Road Resurfacing Project. Cox Deckard seconded. Motion is passed.

Board Comments: Palazzo read New Business items in incorrect order. Change Order #1 for the College Mall Road Resurfacing Project was presented first during meeting but is listed after Request from Miller Pipeline to close a Lane of South Walnut Street and the Adjacent Sidewalk on the Agenda.

Paul Kehrberg, Engineering, presented Request from Miller Pipeline to close a Lane of South Walnut Street and the Adjacent Sidewalk. See meeting packet for details.

Board Comments: Hollingsworth asked if in addition to the pedestrian detours, if there would be flaggers as well? Kehrberg confirmed. Palazzo confirmed that the closures were only until 5 pm. Kehrberg confirmed.

Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Dunn Street (15th to 16th) Sidewalk Project

Change Order #1 for the College Mall Road Resurfacing Project

Request from Miller Pipeline to close a Lane of South Walnut Street and the Adjacent Sidewalk

Hollingsworth made a motion to approve Request from Miller Pipeline to close a Lane of South Walnut Street and the Adjacent Sidewalk. Cox Deckard seconded. Motion is passed.

April Rosenberger, Public Works, presented Noise Permit for Mr. C's Music Studio Student Recital. See meeting packet for details.

Board Comments: None.

Hollingsworth made a motion to approve Noise Permit for Mr. C's Music Studio Student Recital. Cox Deckard seconded. Motion is passed.

Adam Wason, Public Works, began by sending condolences to the families of Lisa Bowlen and Peter Remilliard. Lisa was a current employee of the Department of Public Works - Fleet Maintenance Division who unexpectedly passed away on Friday, April 17, 2021. Lisa's positive presence and humorous nature will be deeply missed. The entire Public Works team sends our sympathies to her parents Raymond and Judy Taylot, her partner Brad Frankland, and her son Brady Bowlen. Wason also offered condolences to the family and friends of retired Public Works - Facilities Division employee Peter Remilliard who recently passed away. He continued by offering condolences to current City Employee, Sheldon Kinser, who lost a son in a tragic accident this week. Wason finished by stating it had been a really tough month for the Department and stated that he appreciated all those that had reached out to those impacted. Palazzo thanked Wason for his leadership during this very difficult time.

Hollingsworth made a motion to approve claims in the amount of \$ 705,668.96. Cox Deckard seconded. Motion is passed.

**Noise Permit for Mr. C's
Music Studio Student
Recital**

**STAFF REPORTS AND
OTHER BUSINESS**

CLAIMS

Palazzo called for adjournment at 5:58 p.m.

ADJOURNMENT

Accepted By:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: 2021 Evens Time, Inc., Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 05.10.21

Report:

We are requesting a signed service agreement with Evens Time, Inc. for support of all P.A.R.C.S equipment. This service agreement covers:

- Service Inspections - Service team conducts inspections on all PARCS lane equipment. Specific PARCS devices covered are listed in the service order forms. Examples include: gates, entry/ exit terminal, fee computers, POF-pay on foot, card readers, AVI, intercom and high-speed rolling doors.
- Software Check-up – This would include Windows updates, server firmware updates and PARCS software validation.
- Priority Service – When a service request is placed it is assigned to one of our highly skilled Technicians. The Technician will contact you to determine what remediation is needed to resolve the issue. Remote and on-site support will be provided as needed.
- Guaranteed Response Time - Priority response from Evens Time, is based on the agreement level and ranges on average from 4 to 24 hours. Covered support hours are defined as M-F, 8am-5pm, excluding holidays.
- Server Support - Server service for hardware failure prevention support.
- Network Support - Network support for data communications on the PARCS network.

Total cost of contract = \$19,528.76

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



2475 Directors Row, Suite C
Indianapolis, IN 46241
317-358-1000

March 22, 2021

Dear Mr. Daily,

Thank you for the opportunity to provide you with a proposal for quarterly inspections.

Please review the details and feel free to contact me directly to answer any questions you may have.

Service Agreement will start March 1, 2021.

Warm Regards

Patrick Ostrum

Contact Information	
Site Name:	City of Bloomington
Site Address:	245 West 7 th Street, Bloomington, IN 47404
Manager:	Ryan Daily
Manager Phone:	812-349-3844
Manager Email:	dailyr@bloomington.in.gov
Afterhours Phone:	220 N. Morton St. Bloomington, IN 47404
Billing Address:	245 West 7 th Street, Bloomington, IN 47404

Description of Services:

Service Inspections - Service team conducts inspections on all PARCS lane equipment. Specific PARCS devices covered are listed in the service order forms. Examples include: gates, entry/ exit terminal, fee computers, POF-pay on foot, card readers, AVI, intercom and high-speed rolling doors.

Software Check-up – This would include Windows updates, server firmware updates and PARCS software validation.

24/7 Call Center – 317-358-1000.

Priority Service – When a service request is placed it is assigned to one of our highly skilled Technicians. The Technician will contact you to determine what remediation is needed to resolve the issue. Remote and on-site support will be provided as needed.

Guaranteed Response Time - Priority response from Evens Time, is based on the agreement level and ranges on average from 4 to 24 hours. Covered support hours are defined as M-F, 8am-5pm, excluding holidays.

Extended Response Hours - Based on the signed agreement this may include expanding normal hours to fit your business needs.

After Hour Rates - Weekend rates are discounted from \$200.00/hr. with a 4-hour minimum to \$175.00 with a 2-hour minimum.

Repair Discount – The cost of hardware repair which is not covered under the agreement, is discounted based on terms of the Service Order Form.

Extended Warranty – Failures resulting from faulty hardware are covered in the extended warranty. This does not cover consumables, acts of God, external forces, neglect or misuse, non-repairables, vandalism and normal wear and tear.

Labor Discounts – A discounted hourly install and or service rate based on Service Order Form agreement terms.

Server Support - Server service for hardware failure prevention support.

Network Support - Network support for data communications on the PARCS network.

PA-DSS Support – Assistance in completing the annual SAQ for PCI compliance.

Exclusions

- Software and hardware upgrades and updates
- Gate arms, Loops, Consumables, Liquidated Damages
- PCI/CISP certifications are the responsibility of the owner. Evens Time recommends quarterly network scans by a QSA.
- Consumables, acts of God, external forces, neglect or misuse, non-repairables, vandalism and normal wear and tear.
- Liquidated Damages

Billing Selection:

Billed with Job Billed Annually Billed Quarterly Billed Monthly

Service Plan Inspections	March 1, 2021 to February 28, 2022
Gold Service Agreement	\$19,528.76

Customer Signature:

Date Signed:

Evens Time Signature:

Date Signed:



Terms and Conditions:

Service agreement dated January 20th, 2020 between **Evens Time, Inc.**, an Indiana corporation having its principal place of business at 2475 Directors Row, Suite C, Indianapolis, IN 46241) and City of Bloomington (CoB), having its principal place of business at 220 N Morton St, Bloomington, IN 47404 (the “Customer”). EVENS TIME and Customer hereby agree that EVENS TIME shall provide service on the following terms and conditions for Customer’s equipment specified on a Service Order Form (as defined herein).

1. Service Orders

Service shall be rendered only pursuant to the issuance by a customer of a Service Order Form (hereafter “SOF”). Each SOF issued by the customer is subject to acceptance and completion by an authorized service representative of EVENS TIME.

2. Regular Service Hours

Service hours will be between the hours of 8:00 AM to 5:00 PM, Monday-Friday, excluding holidays (special arrangements can be added for holidays). Extended Hours coverage may be available at an additional charge per the SOF. Extended hours coverage is defined as Saturdays 8:00 AM to 10:00 PM, Sundays 11:00 AM to 6:00 PM, and 7:00 AM to 8:00 AM plus 5:00 PM to 10:00 PM, Monday-Friday.

3. Effective Date and Term

Each SOF will be for a term of one (1) year commencing on the date of acceptance unless an alternative commencement date is specified. Each SOF will be automatically extended for additional one-year terms on the anniversary of its commencement date (the “renewal date”). Service ordered under a SOF may be terminated at the expiration of the one (1) year term or at any time thereafter by either party upon thirty (30) days prior written notice.

Upon commencement of the term of a SOF, EVENS TIME, INC.’S obligation to the Customer under any prior agreement for service for the products covered by such service order will cease. Neither Customer nor EVENS TIME, INC. will have a

further obligation to the other in connection with the prior agreement except for payment by Customer for charges incurred here under and paragraph #12.

4. Charges, Invoice, and Payments

4.1 The Annual Service Charges are those set forth from time to time on the EVENS TIME, INC. SOF referenced herein. These charges are applicable to equipment installed at the location specified on the SOF and are subject to change in the event the equipment is moved.

4.2 Annual Service Charges will be invoiced monthly in advance on the first day of the Month in which the renewal date occurs and will be payable to EVENS TIME, INC. on or before the last day of the month of invoicing. At the start of the agreement, Evens Time will invoice 2 months, to cover the advanced billing as outlined under the service charges 4.1.

4.3 EVENS TIME, INC. may change the Annual Service Charges effective at the end of the initial one (1) year term by giving the customer at least thirty (30) days' prior written notice. Customer shall have the right to terminate this Agreement as of the effective date of any increase in charges by giving EVENS TIME, INC. written notice to that effect prior to the expiration dates; otherwise, such increases shall become effective and apply as of the renewal date specified in EVENS TIME, INC.'S notice.

4.4 In addition to the basic annual rate, the Customer will be charged an additional zone charge for equipment located outside a 25-mile radius from EVENS TIME, INC. Individual machines may be added to this Agreement during the term of this Agreement at the rate in effect at the time the machine(s) is added. Charges for equipment added to the Agreement will be prorated to the end of the current term and be automatically renewed as stated above.

4.5 Any other charges will be invoiced to Customer as incurred and will be due and payable upon receipt of invoice. Such other charges may include, but are not limited to, time and travel charges in the event the Service is performed outside Regular Service Hours and labor, parts and other expenses associated with service resulting from other than normal wear and tear of the equipment.

4.6 There shall be added to the charges due hereunder an amount equal to all taxes, however, designated, levied or based on this Agreement, any services rendered, or any parts supplied. This includes state and local sales or any excise taxes based on gross revenue and any taxes or amount in lieu thereof paid or payable by EVENS TIME, INC. in respect of the foregoing, exclusive, however, of taxes based on net income.

5. Service

On the terms and conditions of this Agreement, EVENS TIME, INC. will make all adjustments and repairs during regular service hours necessary to keep the equipment in good operating condition.

5.1 Scope of Service

During Regular Service Hours, EVENS TIME, INC. will provide Service to keep the equipment in or restore the equipment to, good working order. Service will include lubrication, adjustments, and repair or replacement of parts deemed necessary by EVENS TIME, INC. Service parts, which will be new or reconditioned to perform as new, will be furnished on an exchange basis, and the exchanged parts will become the property of EVENS TIME, INC. Service provided under this Agreement does not assure uninterrupted operation of the equipment. Any services required as a result of other than normal wear and tear of the equipment, or due to abuse or misuse of the equipment, or Customer's failure to provide the necessary facilities or specified operating supplies, or to meet EVENS TIME, INC.'S site specifications, will be invoiced to Customer as an additional charge based on EVENS TIME, INC.'S then prevailing per call rates.

5.2 Service Includes:

Scheduled preventative service during Regular Service Hours based on the specific needs of the equipment as determined by EVENS TIME, INC. Remedial service performed at Customer's site during Service Hours following telephone notification by Customer to EVENS TIME, INC. of a product failure.

The average response time to a Customer's site will be 4 business hours for systems under direct EVENS TIME, INC. service 25 miles radius of an EVENS TIME, INC. Hardware Service Center. The 4 hour response time will begin at the time EVENS TIME, INC. is notified of a service requirement. If such notice is given at the end of a

day, the response time not used that day is carried over to the next business day. Only Regular Service hours count toward the average response time.

5.3 Exclusions from Service:

- a) The following services (including replacement of service parts) are outside the scope of service to be provided: Such service will be provided at the applicable EVENS TIME, INC. per call rates and terms then in effect.
- b) Electrical work external or communications devices or cabling (copper or fiber) to the equipment.
- c) Repair of damage or increase in service time due to any cause external to the equipment adversely affecting its operability or serviceability which shall include, but not be limited to, fire, flood, water, wind, lightning, movement of equipment, or due to neglect, misuse, vandalism, vehicle impact, or any act of God.
- d) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment including, but not limited to, the failure to provide adequate electrical power, or Customer's improper use, management or supervision of the equipment, in accordance with EVENS TIME, INC.'S specification.
- e) Repair of damage or increase in service time caused by the use of the equipment for purposes other than that for which it is designed or from using accessories or supplies not approved by EVENS TIME, INC.
- f) Furnishing software, supplies or accessories, painting or refinishing the machine or furnishing material for such purpose, making specification changes, revisions, on-site retraining, or adding or removing approved accessories, attachments or other devices except as set forth herein.
- g) Telephone and remote support is limited to support of the hardware portion of the system. Telephone and remote support for any accompanying software is furnished only if the software is included in this service agreement.

- h) Replacement and/or repair of parts, units, devices or supporting operating systems and software that have been discontinued or no longer supported by Original Equipment Manufacturer (OEM). Current gates fall into this category. Complete replacement cost is the responsibility of customer if deemed unserviceable and/or unrepairable by Evens Time (based on parts availability).

6. Renewal Process

At the end of the initial one-year term of any SOF, or any time thereafter, if individual items cannot, in EVENS TIME, INC.'S opinion, be adequately or economically maintained on-site due to excessive wear and/or deterioration, EVENS TIME, INC. may submit to customer a quote for refurbishing such items. If Customer elects not to have the items of equipment refurbished, or if refurbishment is impractical due to the age of such items or the availability of replacement parts, EVENS TIME, INC. may withdraw such items from this agreement upon thirty days' prior written notice.

7. Responsibility of Customer

7.1 Customer shall provide, free of charge and with full and free access, adequate storage space for spare parts, tools, test and service equipment, working space, heat light, ventilation, electric current, and outlets for use of EVENS TIME, INC. Customer Support Personnel. All spare parts until incorporated in the equipment, all test and service equipment, tools and service documentation will remain the property of EVENS TIME, INC. and may be removed by EVENS TIME, INC. at any time.

7.2 Customer shall promptly notify the EVENS TIME, INC. Customer Support Center of any equipment failure and shall allow EVENS TIME, INC. full and free access to the equipment and, at no charge to EVENS TIME, INC., full use of necessary data communication facilities in order for EVENS TIME, INC. to effect necessary adjustments and repairs.

7.3 Customer shall not attempt to make repairs or alterations or perform service or cause repairs to be made or service performed by third parties on equipment subject to the SOF during the term of this Agreement except as specified herein or as may be approved in advance and in writing by EVENS TIME, INC. If in the opinion of EVENS TIME, INC. any unauthorized alterations, additions, adjustments, or repair adversely affects EVENS TIME, INC.'S ability to render service to the equipment,

EVENS TIME, INC. reserves the right to terminate this Agreement immediately upon written notice to Customer.

7.4 The site environment shall not exceed ORIGINAL EQUIPMENT MANUFACTURER'S RECOMMENDATIONS

Established specifications of -4F to 104F and a relative humidity of 30% to 90%.

7.5 Customer agrees not to move, or permit to be moved, the equipment covered by a SOF

without EVENS TIME, INC.'S prior written notification.

7.6 Customer shall perform all housekeeping services as may be reasonably directed by EVENS

TIME to assure an acceptable work environment for the Product, including but not limited to, computer system backups.

7.7 Customer agrees to perform certain duties and services as may be reasonably directed by

EVENS TIME in response to telephone problem reports such as system restarts, recording of error information and running of operational readiness tasks.

8. Disclaimer of Warranty, Limitation of Liability, Limitation of Remedy

EVENS TIME, INC.'S sole liability and Customer's sole remedy under this agreement shall be limited to the service, repair or replacement of the equipment.

Except as herein expressly stated, there are no warranties, express or implied, by operation of law or otherwise, made or authorized to be made with respect to any products or services furnished here under. EVENS TIME, INC. disclaims any implied Warranty of Merchantability or Fitness for a Particular Purpose. In no event shall EVENS TIME, INC. or its subsidiaries or affiliates be liable for any incidental, indirect, special, liquidated or consequential damages in connection with or arising out of this agreement including the existence, furnishing, functioning, of Customer's equipment, or the Customer's or any third party's use of any products or services provided for in

this agreement. Customer's sole remedy for EVENS TIME'S failure of any kind, including negligence and breach of this agreement, in connection with or arising out of this agreement, shall be limited to the remedies provided above.

9. Default

EVENS TIME, INC. reserves the right to terminate or suspend service in the event Customer is in default under this or any other Agreement with EVENS TIME, INC. and such default is not corrected within five (5) business days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer makes an assignment for the benefit of creditors or a voluntary or involuntary petition is filed by or against Customer under any bankruptcy or insolvency law.

10. Governing Law, Dispute Resolution

Any controversy or claim arising out of or relating to any provision of this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Unless otherwise agreed, the arbitration shall be conducted in Indianapolis, Indiana. This Agreement shall be governed by the laws of the State of Indiana.

11. General

EVENS TIME, INC. is not responsible for any failure to render service due to any causes beyond its reasonable control. The Customer represents that he is the owner of the equipment subject to this agreement, or, if not the owner, that he has the authority to enter into this Agreement. EVENS TIME, INC. may, upon giving prior written notice to the Customer, assign this agreement and EVENS TIME, INC.'S rights hereunder, to EVENS TIME, INC.'S parent, or any of EVENS TIME, INC.'S subsidiaries or affiliates. This Agreement is not assignable by Customer without the prior written consent of EVENS TIME, INC. and any such attempted assignment without prior written consent shall be void. No action regardless of form arising out of this Agreement may be brought by either party more than one(1) year after the cause of action has accrued except actions for nonpayment may be brought within two (2) years from the date of last payment. All notices which must be given under this Agreement shall be in writing and sent First Class Registered or Certified Mail, postage prepaid, to the

EVENS TIME, INC. address on page one of this Agreement, to the attention of the Director of Customer Support; or if to Customer, to the billing address and contact as specified to EVENS TIME, INC. from time to time under this Agreement, or in each case as otherwise designated in writing.

12. Employment/Solicitation

During the term of this Agreement and for a period of six (6) months thereafter, it is understood that neither party will solicit, entice, hire, employ, or seek to employ any employee or partner of the other party without the express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement.

Agreed and accepted by Customer Agreed and accepted by EVENS TIME, INC.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

**SERVICE AGREEMENT BETWEEN
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT and
EVENS TIME, INC.**

This Agreement, entered into on this 11th day of May, 2021, by and between the City of Bloomington Public Works Department (the “Department”), and Evens Time, Inc. (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: repair and service PARCS equipment, quarterly inspections, provide server and network support. These services will be performed at the Morton, Walnut, Trades, and 4th Street Garages. (“Services”) for a set price of Nineteen Thousand, Five Hundred Twenty-Eight Dollars and Seventy-Six Cents (\$19,528.76). Monday - Friday 9:00 am - 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour, with a two (2) hour minimum. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nineteen Thousand, Five Hundred Twenty-Eight Dollars and Seventy-Six Cents (\$19,528.76). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to City of Bloomington, ATTN: Public Works, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

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

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and

discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

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

Contractor: Evens Time, Inc., 2475 Directors Row, Suite C Indianapolis, IN 46241

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

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

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

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

CITY OF BLOOMINGTON

Evens Time, Inc.

Philippa M. Guthrie, Corporation Counsel

Sherry Evens/ Ken Evens

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Palazzo, President, Board of Public Works

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Evens Time, Inc.

By: _____
Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2021 Evens Time, Inc., Call Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 05.11.21

Report:

We are requesting a service agreement with Evens Time, Inc., for the City of Bloomington to provide call service monitoring for the parking garages. This is continuation of the service agreement from 2020 intercom system agreement.

Total cost to service agreement = \$40,000

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time, Inc.

Contract Amount: \$40,000

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 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:	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"/>	Evens Time, Inc./., is the service provider for Parker Services call center.	<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:

Evenstime is the service provider for Parker Services call center.

Ryan Daily

Ryan Daily

Public Works - Parking Services

Print/Type Name

Print/Type Title

Department



2475 Directors Row, Suite C
Indianapolis, IN 46241
317-358-1000

04/22/2021

Dear Ryan Daily,

Thank you for the opportunity to provide you with a proposal for Parker Services. We have prepared this proposal based on our conversation on April 22, 2021.

Please review the details and I will contact you soon to answer any questions you may have.

Thanks!

Patrick Ostrum

Business Development Executive

Scope of Work

Parker Services – Evens Time will provide and upkeep contract with Parker Technologies for City of Bloomington for one year.

Exclusions

- Software and hardware upgrades and updates
- Gate arms, Loops, Consumables, Liquidated Damages

Maintenance Plan Agreement

- PCI/CISP certifications are the responsibility of the owner. Evens Time recommends quarterly network scans by a QSA.
- Consumables, acts of God, external forces, neglect or misuse, non-repairable, vandalism and normal wear and tear.
- Liquidated Damages

Billing Selection:

Billed Annually Billed Quarterly

<i>Please select</i>					
<i>Parker Services</i>	<i>YR1</i>	<i>YR2</i>	<i>YR 3</i>	<i>YR 4</i>	<i>YR 5</i>
	\$40,000	\$-	\$-	\$-	\$-

Customer Signature:

Date Signed:

Evens Time Signature:

Date Signed:



**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
EVENS TIME, INC.**

This Agreement, entered into on this 11th day of May, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Evens Time, Inc. (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: call center monitoring, provide server and network support. These services will be performed at the Morton, Walnut, Trades, and 4th Street Garages. (“Services”) for a set price of Forty Thousand dollars. (\$40,000) Monday-Friday 9:00 am - 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of one hundred seventy-five dollars (\$175.00) per hour with a two hour minimum. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to City of Bloomington, ATTN: Public Works, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

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

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

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CITY OF BLOOMINGTON

Evens Time, Inc.

Philippa M. Guthrie, Corporation Counsel

Sherry Evens/ Ken Evens

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Palazzo, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Evens Time, Inc.

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 Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Addendum #1 with Nature's Way, Inc. for Plant Maintenance at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: May 11, 2021

Staff originally took this service agreement to the Board on November 11, 2020. This addendum is to correct the not to exceed amount. The original agreement should have stated the not to exceed amount totaled \$4,241.16, instead of the erroneous amount of \$4,039.20.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Nature's Way

Contract Amount: \$4,241.16

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			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"/>	We renew our service agreement with Nature's Way every year.
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:

We renew our service agreement with Nature's Way every year. This agreement was amended to correct the NTE amount.

 JD Boruff

Print/Type Name

 Facility Director

Print/Type Title

 Public Works

Department

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

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

Article 1. Scope of Services Contractor shall provide regular weekly maintenance of the potted plants placed throughout City Hall. Plants shall be maintained in a good and healthy condition and shall be replaced when needed. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Public Works Operations and Facilities Director, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Thirty-Nine Dollars and Twenty Cents (\$4,039.20). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington, 401 N. Morton Street, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: J. D. Boruff, 401 N. Morton St., Suite 120, Bloomington, IN 47404.


Contractor: Nature's Way, Inc., Attn: Beth Matney, 7330 N. Wayport Road, Bloomington, IN 47408. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

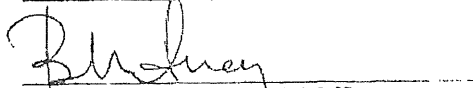
Article 25. Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty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

CITY OF BLOOMINGTON



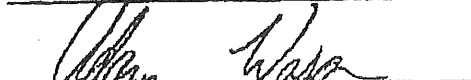
Philippa M. Guthrie, Corporation Counsel

NATURE'S WAY, INC.




Beth Matney, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS



Adam Wason, Director



Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A

E-VERIFY AFFIDAVIT

STATE OF INDIANA _____)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the CFO of NATURE'S WAY, INC.
(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.

Beth Matney
Signature
Beth Matney
Printed Name

STATE OF INDIANA _____)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared BETH MATNEY and acknowledged the execution of the foregoing this 29 day of MARCH, 2024.

Victoria Young
Notary Public's Signature
VICTORIA YOUNG
Printed Name of Notary Public

My Commission Expires: 03/12/2023
Commission Number: 653123
County of Residence: MONROE

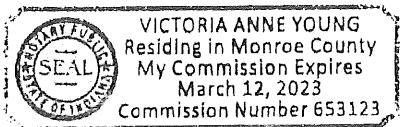


EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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 29th day of March, 2020

NATURE'S WAY, INC.

By: Beth Matney
Signature

Beth Matney
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared BETH MATNEY and acknowledged the execution of the foregoing this 29 day of MARCH, 2020

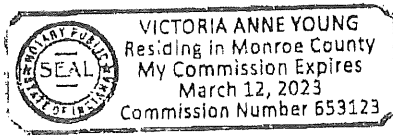
Victoria Young
Notary Public's Signature

My Commission Expires: 03/12/2023

Commission Number: 653123

VICTORIA YOUNG
Printed Name of Notary Public

County of Residence: MONROE



AMENDMENT #1 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
NATURE’S WAY, INC.**

This Amendment #1 corrects a scrivener’s error contained in the City’s 2021 Service Agreement with Nature’s Way, Inc., as follows:

1. On November 10, 2020, the Board of Public Works approved the 2021 Services Agreement with Nature’s Way, Inc.
2. **Article 4. Compensation** contained an incorrect amount of compensation that was to be allowed under this Service Agreement. The Agreement should have stated the not to exceed amount of compensation under this Agreement totaled \$4,241.16, rather than the erroneous amount of \$4,039.20. This Amendment #1 serves to correct this error.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

NATURE’S WAY, INC.

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: _____



Board of Public Works Staff Report

Project/Event: Supplement #1 to Services Agreement with Ann-Kriss, LLC,
for Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: May 11, 2021

This Supplement #1 provides for the increase of the not to exceed amount of the agreement with Ann-Kriss, LLC, by \$50,000.00. The not to exceed amount of the Agreement and Supplement #1 is \$75,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss LLC

Contract Amount: \$75,000 (new NTE)

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: 0	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 type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We frequently renew service agreements with Ann-Kriss LLC		
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:

Ann-Kriss LLC is a current vendor for facility maintenance. The 2021 Service Agreement was initially entered with a NTE amount of \$25,000. Ann-Kriss LLC is available for additional work during 2021, with the increase of \$50,000 compensation in the agreement, the new NTE will be \$75,000.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**2021 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ANN KRISS, LLC**

This Agreement, entered into on this 10th day of November, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and ANN KRISS, LLC, ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry, and other repairs. These services will be performed at City facilities ("Services") for a set price of Forty-Five Dollars (\$45) per hour Monday-Friday 7:00 am - 6:00 pm for one person, with an additional Thirty Dollars (\$30) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seventy-Five Dollars (\$75.00) per hour for one person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403.

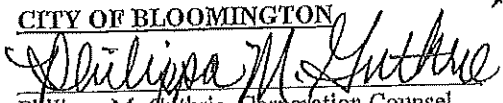
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

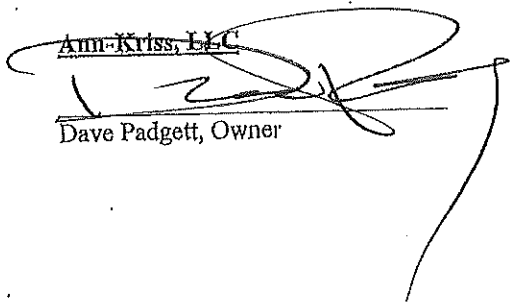
Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an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

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

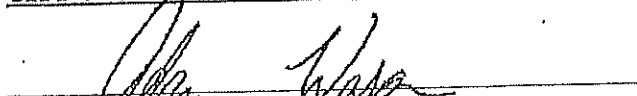
CITY OF BLOOMINGTON


Philippa M. Guthrie, Corporation Counsel

Am-Kriss, LLC


Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS


Adam Watson, Director



Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the owner of AKKRIS.
(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]
Signature
DAVID PADGETT
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary-Public in and for said County and State, personally appeared David Padgett and acknowledged the execution of the foregoing this 16th day of March, 2020.

[Signature]
Notary Public's Signature

My Commission Expires: 7/8/2020

Christina Lynne Smith
Printed Name of Notary Public

County of Residence: Monroe

Commission #: 655369

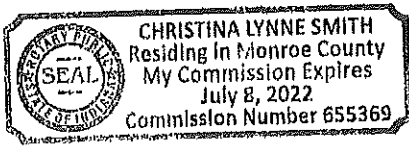


EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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 16th day of March, 2020.

Ann-Kriss, LLC
By: [Signature]
DAVID R. PADGETT

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared David Padgett and acknowledged the execution of the foregoing this 16th day of March, 2020.

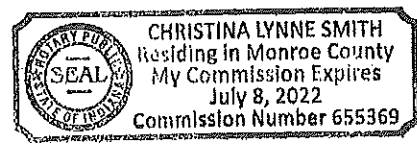
[Signature]
Notary Public's Signature

My Commission Expires: 7/8/2022

CHRISTINA LYNNE SMITH
Printed Name of Notary Public

County of Residence: Monroe

Commission #: 655369



SUPPLEMENT #1 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
ANN-KRISS LLC**

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On November 10, 2020, the Board of Public Works approved the 2021 Services Agreement with Ann-Kriss LLC.
2. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$25,000.00. This NTE amount did not include sufficient funds for additional services that Contractor is able to provide in 2021. This Supplement #1 adds \$50,000 in compensation, for a revised NTE cost of \$75,000.00 for this 2021 Service Agreement.
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

ANN-KRISS LLC

By: _____

By: _____

Dana Palazzo, President
Board of Public Works

Name and Title

Date: _____

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Supplement #1 to Service Agreement with Bruce Home Improvement, Inc., for Maintenance and Repair of Overhead Doors and Associated Equipment.

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: May 11, 2021

This supplement provides for the increase of the not to exceed amount of the agreement with Bruce Home Improvement, by \$15,000.00. This Supplement #1 increases the not to exceed amount of the Agreement is \$25,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Bruce Home Improvement, Inc.

Contract Amount: \$25,000

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 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: 0			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"/>	This service agreement is being supplemented to add an additional \$15,000 in the NTE amount allowed. Contractor is able to provide additional services during the remainder of 2021.
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:

We have worked with Bruce Home Improvement in the past and need to increase the NTE under this Service Agreement to \$25,000.00.

 JD Boruff

 Facilities Director

 Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
BRUCE HOME IMPROVEMENTS, INC.**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Bruce Home Improvements, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance and repair of overhead doors, door openers, and remote control equipment for overhead doors. These services will be performed at City facilities ("Services") for a set price. One person during normal business hours shall be One Hundred Forty Dollars (\$140.00) for the first hour, Seventy-Five Dollars (\$75.00) per hour for the second hour and all subsequent hours. Two people during normal business hours shall be One Hundred Ninety Dollars (\$190.00) per hour for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Three people during normal business hours shall be Two Hundred Twenty-Five Dollars (\$225.00) for the first hour, One Hundred Sixty Dollars (\$160.00) per hour for the second hour and all subsequent hours. Normal business hours shall be Monday through Friday 7:00 am to 5:00 pm. One person outside of normal business hours shall be Two Hundred Dollars per hour (\$200.00) for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Two people outside of normal business hours shall be Two Hundred Fifty Dollars (\$250.00) per hour for the first hour, One Hundred Seventy-Five Dollars (\$175.00) per hour for the second hour and all subsequent hours. Three people outside of normal business hours shall be Three Hundred Dollars (\$300.00) for the first hour, Two Hundred Twenty-Five Dollars (\$225.00) for the second hour and all subsequent hours. The Department will be pay for all parts and materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such

information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

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

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

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

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

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

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the

Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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

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

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

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

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

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

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

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

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

Contractor: Bruce Home Improvements, PO Box 614, Clear Creek, Indiana 47426.

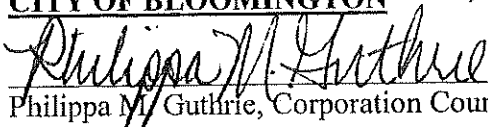
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

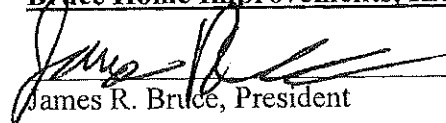
Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an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

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


CITY OF BLOOMINGTON


Philippa M. Guthrie, Corporation Counsel

Bruce Home Improvements, Inc.


James R. Bruce, President

CITY OF BLOOMINGTON PUBLIC WORKS


Adam Wilson, Director



Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the President of Bruce Home Improvements
(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]
Signature
James R. Bruce
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared James R. Bruce and acknowledged the execution of the foregoing this 20th day of November, 2020.

[Signature] My Commission Expires: 2/5/2028
Notary Public's Signature

APRIL ROSENBERGER County of Residence: LAWRENCE
Printed Name of Notary Public

My Commission #: NPO632760

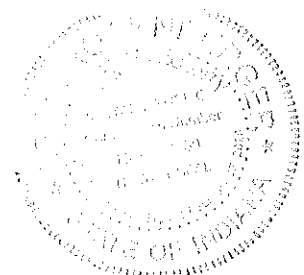


EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

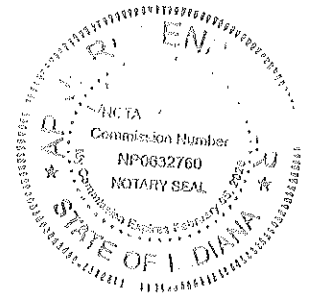
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 20th day of NOVEMBER, 2020.

Bruce Home Improvements, Inc.

By: _____

James R Bruce



STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared James R Bruce and acknowledged the execution of the foregoing this 20th day of November, 2020.

April Rosenberger
Notary Public's Signature

My Commission Expires: 2/5/2028

APRIL ROSENBERGER county of Residence: LAWRENCE
Printed Name of Notary Public

My Commission #: NP 0632760

SUPPLEMENT #1 TO 2021 SERVICE AGREEMENT

Between the

CITY OF BLOOMINGTON

And

BRUCE HOME IMPROVEMENT, INC.

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On October 27, 2020, the Board of Public Works approved the 2021 Services Agreement with Bruce Home Improvement, Inc.
2. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$10,000.00. This NTE amount did not include sufficient funds for additional services that Contractor is able to provide in 2021. This Supplement #1 adds \$15,000 in compensation, for a revised NTE cost of \$25,000.00 for this 2021 Service Agreement.
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

BRUCE HOME IMPROVEMENT, INC.

By: _____

By: _____

Dana Palazzo, President
Board of Public Works

Name and Title

Date: _____

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

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

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: May 11, 2021

This contract is for the replacement of window blinds at Fire Station #4. Quotes were solicited from three sources for possible contract award on January 19, 2021. Only one quote was received. Hamm's Blinds & Drapes, Inc. (d.b.a. Budget Blinds of Bloomington) was the only responsive and responsible quoter, with a quote of \$2,648.80. The Board approved and awarded that contract to Hamm's; however PW was notified that this entity has a new owner and new name.

Budget Blinds of Bloomington is now the owner of this entity, and the contract is now in that name. The January contract was not executed.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Budget Blinds of Bloomington

Contract Amount: \$2,648.80

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: 1	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"/>	Budget Blinds was the only responsive and responsible quoter.	<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:

Budget Blinds of Bloomington was the only responsive and responsible quoter. Lowe's and Menard's did not reply.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
BUDGET BLINDS OF BLOOMINGTON
FOR
REPLACEMENT OF BLINDS AT FIRE STATION #4

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Budget Blinds of Bloomington (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Budget Blinds of Bloomington
Attn: J. D. Boruff, Facilities Director	Attn: Alyssa H. Marti
P.O. Box 100 Suite 120	6340 Carmel Ridge Road
Bloomington, Indiana 47402	Nashville, Indiana 47448

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Budget Blinds of Bloomington

BY:

BY:

Dana Palazzo, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Replacement of Blinds at Fire Station #4

This project shall include, but is not limited to:

1. All labor and materials for the installation of the following:
 - 1 Roller shade (grey) in the Report Room
 - 2 Room Darkening shades (expresso) in the Bunk and Cinema Rooms
 - 1 Roller shade (charcoal) in the Weight Room
 - 1 Roller shade (charcoal) in the Kitchen window #1
 - 3 Roller shades (charcoal) in Kitchen windows 2, 3, and 4
 - 3 Roller shades (charcoal) in TV Room
 - 1 Roller shade (charcoal) on Front Door

2. Cleanup and disposal of old blinds and waste generated by this project.

ATTACHMENT 'B'

Trench Safety Affidavit

Not Required for this Project

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.
- 5.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

My Commission #: _____

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/7/2021	Payroll				488,909.58
					<u>488,909.58</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 **\$ 488,909.58**

Dated this 11th day of May year of 2021.

Dana Palazzo President

Beth H. Hollingsworth Vice President

Kya 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: Bloomington Handmade Market on Kirkwood
Petitioner/Representative: Talia Holiday – Bloomington Handmade Market
Staff Representative: Sean Starowitz
Meeting Date: May 11, 2021

Saturday, June 12, 2021, Bloomington Handmade Market will be hosting their summer market on Kirkwood Ave from Washington to Grant Street.

Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This summer we will take up two city blocks to host 25+ handmade makers selling their wares at a safe distance.

Bloomington Handmade Market plans to partner with local Kirkwood businesses: MCPL, Orange Theory, Graduate Bloomington, and the BCT as well as the restaurants on Kirkwood that have already closed the streets. Bloomington Handmade Market will require masks, sanitizer and social distancing and health screen all vendors upon entry.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment. The Monroe County Health Department has approved Bloomington Handmade Market Safety/COVID Plan.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Talia Halliday		
Contact Phone:	812-345-9607	Mobile Phone:	8123459607
Title/Position:	Organizer		
Organization:	Bloomington Handmade Market		
Address:	116 N Walnut		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	bloomingtonhandmademarket@gmail.com		
Organization E-Mail and URL:	Bloomingtonhandmademarket.com		
Org Phone No:	812-345-9607	Fax No:	

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

Organization Name:	Graduate Bloomington		
Address:	210 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:			
Phone Number:	(812) 994-0500	Mobile Phone:	
Organization Name:	Monroe County Public Library		
Address:	303 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Buskirk Chumley Theatre		
Address:	114 East Kirkwood		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:			
Phone Number:	(812) 323-3020	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	June 12, 2021	
Time of Event:	Start: 10 am End: 4 pm	
Setup/Teardown time Needed	Date: June 12 2021 Start: 6 am Date: June 12 2021 End: 7pm	
Calendar Day of Week:	Saturday	
Description of Event:	<p>Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This summer we will take up two city blocks to host 25+ handmade makers selling their wares at a safe distance. We plan to partner with local Kirkwood businesses: MCPL, Orange Theory, Graduate Bloomington, and the BCT as well as the restaurants on Kirkwood that have already closed the streets. We will require masks, sanitizer and social distancing and health screen all vendors upon entry.</p>	
Expected Number of Participants:	2000 attendees 25+ vendors	Expected # of vehicles (Use of Parking Spaces to close): closing Kirkwood Ave between Washington and Grant streets

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and (use police barricades??) The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Beer & Wine Permit (if applicable, Upland or Function will provide) <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection) In discussion with King Dough and other local food truck – will provide Licenses when committed
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

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) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Handmade Market			
Location of Event:	Downtown Bloomington Kirkwood Ave btwn Washington & Grant St			
Date of Event:	June 12, 2021	Time of Event:	Start: 10am	
Calendar Day of Week:	Saturday		End: 4 pm	
Description of Event:	Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This summer we will take up two city blocks to host 25+ handmade makers selling their wares at a safe distance. We plan to partner with local Kirkwood businesses: MCPL, Orange Theory, Graduate Bloomington, and the BCT as well as the restaurants on Kirkwood that have already closed the streets. We plan to work with the BCT to provide live music throughout the event. We will require masks, sanitizer and social distancing and health screen all vendors upon entry.			
Source of Noise:	<input checked="" type="checkbox"/> instruments	<input type="checkbox"/> speaker	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? X Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes x No		If Yes, to Benefit:	

Applicant Information

Name:	Talia Halliday		
Organization:	Bloomington Handmade Market	Title:	Organizer
Physical Address:	116 N. Walnut		
Email Address:	bloomingtonhandmademarket@gmail.com	Phone Number:	812-345-9607
Signature:	Talia halliday	Date:	03/09/2021

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

5/11/2021 Date

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template

Event name: Bloomington Handmade Market
Number of expected attendees: 2000
Number of food vendors: 1 or 2
Number of other vendors: 35

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
Containers	Recycling bins from DBI, waste bins from Republic
Mixed paper	Recycling bins from DBI, waste bins from Republic
Food waste	Waste bins from Republic

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

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

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

- 3 totes will be rented from Republic Services and placed near the food vendor area for ease of access.
- In addition, recycling bins from DBI will be utilized and also placed near the food vendor area.
- Republic will collect the totes at the end of the day and BHM staff will take care of the recycling area.
- Proper signage for both recycling and waste will be present in the area.
- Talia Halliday – organizer, will oversee all of the above.

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

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

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

Greetings,

I am so excited to reach out to you Kirkwood businesses today on behalf of Bloomington Handmade Market! My name is Talia Halliday and I've been organizing our bi-annual BHM (and indie handmade market) for 13 years! 2021 marks a BIG year for us, mainly because all of our amazing artists and makers have been out of a job for well over a year due to the pandemic that's been ravaging our country/world. We are so excited to plan a COVID SAFE outdoor event on Kirkwood this year and we hope so much that we can pass all that excitement off to you as well!!

For the Summer Fair 2021 we plan on moving our BHM from 6th St on the Square to Kirkwood Ave. This makes so much sense for us as a growing independent market, but also from a city standpoint because Kirkwood is becoming a little easier to shut down thanks to the hard work of the Kirkwood Group and restaurants! Our hope is to work with all of you to make this an easy transition and for our event to benefit everyone and bring even more synergy to Kirkwood this summer (and summers to come!). Our intention is to close Kirkwood Ave starting at Washington through to Grant St. On these two city blocks we will be host to at least 40 independent makers and artists who will be selling their wares at a safe social distance from one another. We are hoping to partner with many businesses on Kirkwood to provide all of things a festival of this caliber calls for: live music, delicious food, entertainment, and an ambiance only Kirkwood can give us.

I'm writing each of you this preliminary reach out letter and will be contacting you individually as well to see how we can work together. Our business is of collaboration and we are so excited to work with you!

(For reference, the Bloomington Handmade Market began in 2009 at the Waldron and has since been hosted at the Convention Center every second Saturday in November in addition to our spring/summer shows at Fountain Square Mall and finally two summer shows on 6th St on the downtown square. While I organize BHM with a solid team of volunteers and staff, I also own Gather, a local retail shop located on the square at 116 N. Walnut and most recently oak. (a plant shop) located at the corner of 4th and Grant. My heart lies in downtown Bloomington success.)

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be TBA 2021 Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Bloomington Handmade Market will be on file and may be examined in the Public Works office on the Friday () prior to the Tuesday () meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

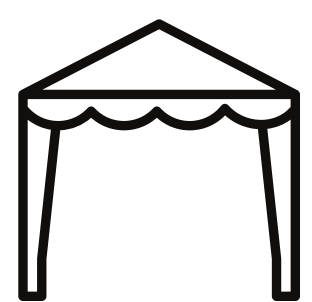
DATE:

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

Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

Maintenance of Traffic Plan

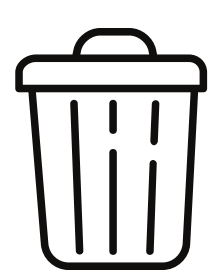
- **Kirkwood Ave btwn Washington and Grant St will be closed.**
- **All parking spaces on this stretch of Kirkwood Ave will need no parking signs (approx. 48 spaces)**
- **At each end of Kirkwood we will use the provided barricades**



40- 10x10 booths (20 on each block) each spaced 6'-10' apart. Fronts of tents/booths will face inward, with customer traffic walking down the center of the street.



barricades utilized on Kirkwood Ave on cross streets

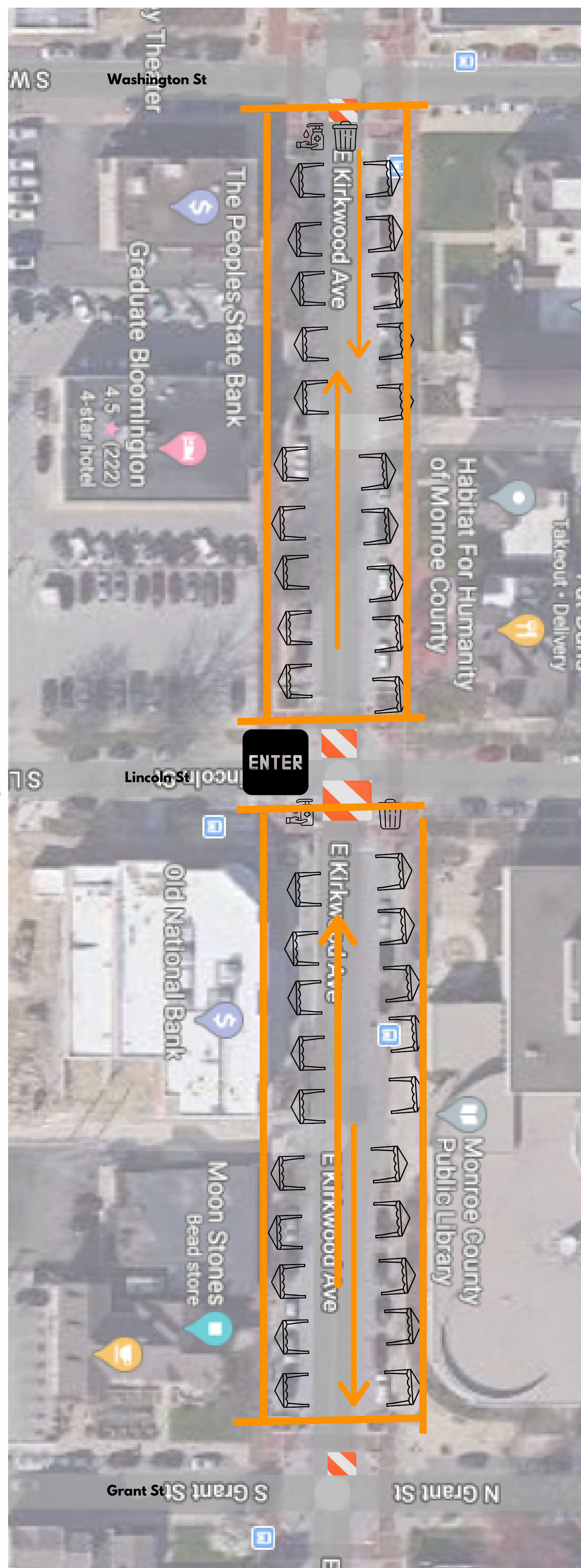


garbage/recycle bins placed at Kirkwood/Washington and Kirkwood/Lincoln intersections



hand sanitizing stations at the same intersections as trash receptacles. in addition, artists will be required to have sanitizing stations inside their individual booths

one way traffic arrows to denote traffic direction - to be chalked on roads. in addition to 6' social distancing marks in front of each booth



fencing installed to show one exit/entrance to each block (at Lincoln/Kirkwood). Here a volunteer will be stationed to count and enforce masking and social distance. no more than 150

Bloomington Handmade Market

2021

Summer Fair

Street Closure Kirkwood Ave btwn Washington and Grants Streets (two city blocks)

40 makers 10x10 booths separated by safe social distance

requiring masks hand sanitizer one way directional traffic social distancing

working in collaboration with:
 - BCT
 -MCPL
 - Graduate Bloomington
 -Orange Theory
 -Kirkwood Group

Bloomington Handmade Market

June 12, 2021

Covid (Intentions) Plan

1. All vendors will be required to wear masks.
2. All customers will be required to wear masks.
3. Each booth will be laid out with 10' of space between all sides (social distanced)
4. We will provide two hand sanitizing stations – one at the beginning of each block
5. Artist booths will also be required to provide hand sanitizing stations at their own booth.
6. There will be signage in each booth instructing customers to 1) sanitize 2) mask 3) social distance
7. There will be arrows on the ground at each entrance to denote one way traffic up and down the block in addition to circles on the ground in front of each booth to denote 6' social distancing to form lines.
8. We will have each vendor sign a health screening denoting they have experienced no covid symptoms in the last two weeks
9. Both blocks will be cordoned off with orange fencing to denote the single entrance/exit located at the intersections of Lincoln and Kirkwood. Here we will be able to ensure each customer is wearing a mask and keep the count of people inside each block to no more than 150 people.

Greetings,

I am so excited to reach out to you Kirkwood businesses today on behalf of Bloomington Handmade Market! My name is Talia Halliday and I have been organizing our bi-annual BHM (and indie handmade market) for 13 years! 2021 marks a BIG year for us, mainly because all our amazing artists and makers have been out of a job for well over a year due to the pandemic that's been ravaging our country/world. We are so excited to plan a COVID SAFE outdoor event on Kirkwood this year and we hope so much that we can pass all that excitement off to you as well!!

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The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be TBA 2021 Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: talia halliday

DATE: 5/5/2021

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

From: **Kathy Hewett** <khewett@co.monroe.in.us>

Date: Fri, Apr 30, 2021 at 5:47 PM

Subject: FW: Tracking Number: 2021-ORDBLM / Tracking Number: 2021-NLB4ZS

To: Bloomington Handmade Market <bloomingtonhandmademarket@gmail.com>

Hi Talia,

Your event application was reviewed and approved with the requirements below: Please let me know if you have any questions.

Happy to help!

- Block off each of the blocks separately – each block “gated” and **limited to 150 people at a time**
- Ten 10x10 booths allowed on each side of a street. Booths on other side of street should be staggered so that they aren’t directly across from each other. (20 booths in total per block). There should be enough space to allow 15+ feet between booths to aid in socially distancing between people waiting in lines to visit booths. If you put the booths in the “street parking” area, you should have about 20 feet in between the booths across the street for people to walk.
- Staff people should be stationed at each block end to count people going in and to make sure they're wearing masks correctly (and give them one if they don't have one). Have hand sanitizer present. You should also have staff available to walk through event periodically to monitor and remind attendees to social distance/mask, etc.
- Post signage about mask and social distancing requirements for shoppers and availability and location of hand sanitizer. (place signs to ask people to leave the blocked area if they need to eat/drink at a restaurant nearby).

Best regards,

Kathy

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-15**

BLOOMINGTON HANDMADE MARKET 2021

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

WHEREAS, the Bloomington Handmade Market is organizing their summer handmade market, on Saturday, June 12, 2021, to take place on Kirkwood Ave between Washington Street to Grant Street; and

WHEREAS, the Bloomington Handmade Market has requested that the Board of Public Works allow them to close Kirkwood Ave between Washington Street to Grant Street to vehicular traffic during the Market; and

WHEREAS, Bloomington Handmade Market has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Bloomington Handmade Market may close Kirkwood Ave between Washington Street to Lincoln Street and Lincoln Street to Grant Street from vehicular traffic from 7:00 am Saturday, June 12, 2021 until 8:00 a.m. on Monday, June 14, 2021 for the purpose of staging a block party for the general public.
3. Bloomington Handmade Market shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Bloomington Handmade Market shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. The City of Bloomington will provide and set up barricades not before 7:00 a.m. on June 12, 2021. The barricades will be removed by 8:00 a.m. on Monday, June 14, 2021.
6. Bloomington Handmade Market will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event.

7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 10:00 a.m. and 4:00 p.m. on Saturday, June 12, 2021.
8. Bloomington Handmade Market shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Bloomington Handmade Market shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City’s property and to the fullest extent permitted by law, Bloomington Handmade Market, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
11. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 11 DAY OF MAY 2021.

BOARD OF PUBLIC WORKS:

BLOOMINGTON HANDMADE MKT:

Dana Palazzo, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name, Title

Kyla Cox Deckard, Secretary

Date

This certificate is issued to Talia Halliday as
an exemption from Monroe County, IN
gathering size limits.

This certificate is valid on 6/12/2021
to allow for a maximum of 150 people per
block area at the Bloomington Handmade
Market.

Issued 4/30/2021 by Monroe County Health Department.

Issued by: kh





Board of Public Works Staff Report

Project/Event:	Request from Infrastructure Systems Inc. for lane restrictions on E Gilbert Dr, N Dunn St, and N Martha St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Doug Stewart
Date:	May 11, 2021

Report: Infrastructure Systems Inc is requesting lane closures and a full street closure for work awarded through a City of Bloomington Utilities contract. They will be upgrading the sanitary sewer system from N Old SR 37, under N Walnut St, southeast to N Martha St, under the Bypass, and east to N Dunn St.

They are requesting the following closures:

- Full closure on E Gilbert Dr just east of N Walnut St from May 1, 2021 to September 1, 2021.
- Lane closure on N Martha St north of the Bypass from July 1, 2021 to August 1, 2021.
- Lane and sidewalk closure on N Dunn St from E Varsity Ln to N Jordan Ave from July 1, 2021 to August 1, 2021.

Infrastructure Systems Inc. has supplied maintenance of traffic plans for all of their work. They have also sent notices to area property owners to inform them of the project.



May 3, 2021

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

Re: City of Bloomington Utilities – Dunn Street Sewer Improvements Project

Dear Board Members:

Infrastructure Systems Inc. (ISI) is contracted with City of Bloomington Utilities for the installation of the Dunn Street Sewer Improvements Project. In order to facilitate this project, ISI is respectfully requesting a temporary lane closure of the south lane of N Dunn Street between N Jordan Ave and E Varsity Ln, as well as the closure of the sidewalk along the west side of N Dunn St between N Jordan Ave and E Varsity Ln, in accordance with the attached management of traffic plan. ISI is requesting this closure between July 1, 2021 and August 1, 2021 to perform the work.

ISI will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, transit providers, and home owners to assure that this restriction information is well communicated. ISI respectfully requests that the Board of Public Works approves the restrictions referenced above from July 1, 2021 to August 1, 2021.

For Infrastructure Systems Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Stewart", is written over a faint, illegible background.

Doug Stewart
Project Manager



May 3, 2021

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

Re: City of Bloomington Utilities – Dunn Street Sewer Improvements Project

Dear Board Members:

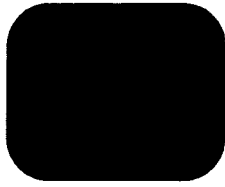
Infrastructure Systems Inc. (ISI) is contracted with City of Bloomington Utilities for the installation of the Dunn Street Sewer Improvements Project. In order to facilitate this project, ISI is respectfully requesting a temporary lane closure of the south lane of N Martha Street from the north terminus south to IN RT 46, in accordance with the attached management of traffic plan. ISI is requesting this closure between July 1, 2021 and August 1, 2021 to perform the work.

ISI will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, transit providers, and home owners to assure that this restriction information is well communicated. ISI respectfully requests that the Board of Public Works approves the restrictions referenced above from July 1, 2021 to August 1, 2021.

For Infrastructure Systems Inc.
Sincerely,

A handwritten signature in black ink, appearing to read "Doug Stewart", is written over a white background.

Doug Stewart
Project Manager



Infrastructure Systems, Inc.

To: Affected Resident

Re: City of Bloomington Utilities
Dunn Street Sewer Improvements Project

Please accept this correspondence as a notice of the upcoming sewer improvement project located in your area. The work involves installation of a new sanitary sewer system beginning at Old St Rt 37 in Cascades Park, boring under N Walnut Street, open cut installation along N Martha St, installation under St Rt 46 by bore & jack, and installation by open cut along the east side of Varsity Court Apartments complex.

The project is currently under construction and is scheduled to be completed in October of 2021.

The management team for the project and contact information is as shown below:

Infrastructure Systems Inc.

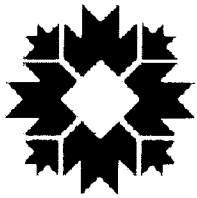
Project Manager	Doug Stewart	812-653-4438
Project Superintendent	Frank Briner	812-583-3569

City of Bloomington Utilities

Project Manager	Phil Peden, P.E.	812-349-3634
Project Coordinator	Michael Carter	812-349-3628

If you have any questions regarding the project please feel free to contact a member of the management team.

Doug Stewart
Project Manager



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

**ADDRESS OR NEAREST ADDRESS
OF ROW ACTIVITY:** N Dunn Street

A. APPLICANT/AGENT INFORMATION:	
APPLICANT NAME: <u>Doug Stewart</u> E-MAIL: <u>dstewart@infrastructuresystems.com</u> COMPANY: <u>Infrastructure Systems Inc.</u> ADDRESS: <u>260 W Vincennes Street</u> CITY, STATE, ZIP: <u>Orleans, IN 47452</u> 24-HR EMERGENCY CONTACT NAME: <u>Frank Briner</u> 24-HR CONTACT PHONE #: <u>812-583-3569</u> ADDITIONAL INFO: <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	<p style="text-align: center;">**SUBCONTRACTOR INFORMATION**</p> (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____ IS THIS A <input checked="" type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>Dunn Street Sewer Improvements</u> PROJECT #: _____ PROJECT MGR.: <u>Phil Peden, P.E.</u> PROJECT MGR. #: <u>812-349-3634</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
B. WORK DESCRIPTION:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/> SANITARY SEWER <input type="checkbox"/> WATER <input type="checkbox"/> TELECOM <input type="checkbox"/> OTHER (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	
WILL RIGHT OF WAY BE USED /CLOSED/BLOCKED? STREET NAME: <u>N Dunn Street</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> START DATE:+/- <u>June 1</u> END DATE:+/- <u>July 1</u> # OF DAYS*: <u>30</u> REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>6:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small> ADDITIONAL NOTES: _____	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS : <u>10'L x 8'W x 12' D</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS</small> # OF POLE INSTALL/REMOVAL: _____ LxWxD OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # OF DRIVEWAY INSTALLATIONS: _____
C. INDEMNIFICATION AGREEMENT:	
<p>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> PRINT NAME: <u>Doug Stewart</u> SIGNATURE: DATE: <u>5/3/2021</u>	
TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

**ADDRESS OR NEAREST ADDRESS
OF ROW ACTIVITY:** E Gilbert Drive - 201 E Gilbert Dr to N Walnut St

A. APPLICANT/AGENT INFORMATION:	
APPLICANT NAME: <u>Doug Stewart</u> E-MAIL: <u>dstewart@infrastructuresystems.com</u> COMPANY: <u>Infrastructure Systems Inc.</u> ADDRESS: <u>260 W Vincennes Street</u> CITY, STATE, ZIP: <u>Orleans, IN 47452</u> 24-HR EMERGENCY CONTACT NAME: <u>Frank Briner</u> 24-HR CONTACT PHONE #: <u>812-583-3569</u> ADDITIONAL INFO: <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	<p style="text-align: center;">**SUBCONTRACTOR INFORMATION**</p> (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____ IS THIS A <input checked="" type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>Dunn Street Sewer Improvements</u> PROJECT #: _____ PROJECT MGR.: <u>Phil Peden, P.E.</u> PROJECT MGR. #: <u>812-349-3634</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
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WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED? STREET NAME: <u>E Gilbert Dr</u> <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> START DATE: <u>5/1/2021</u> END DATE: <u>9/1/2021</u> # OF DAYS*: <u>121</u> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small> ADDITIONAL NOTES: <u>Total Closure (24 hour)</u>	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS: <u>None</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> LxWxD OF NON-PAVEMENT* EXCAVATIONS: <u>None</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>None</u> <small>*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS</small> # OF POLE INSTALL/REMOVAL: <u>None</u> LxWxD OF SIDEWALK RECONSTRUCTION*: <u>None</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> LxWxD OF SIDEWALK NEW CONSTRUCTION*: <u>None</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # OF DRIVEWAY INSTALLATIONS: <u>None</u>
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TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS
OF ROW ACTIVITY: N Martha Street

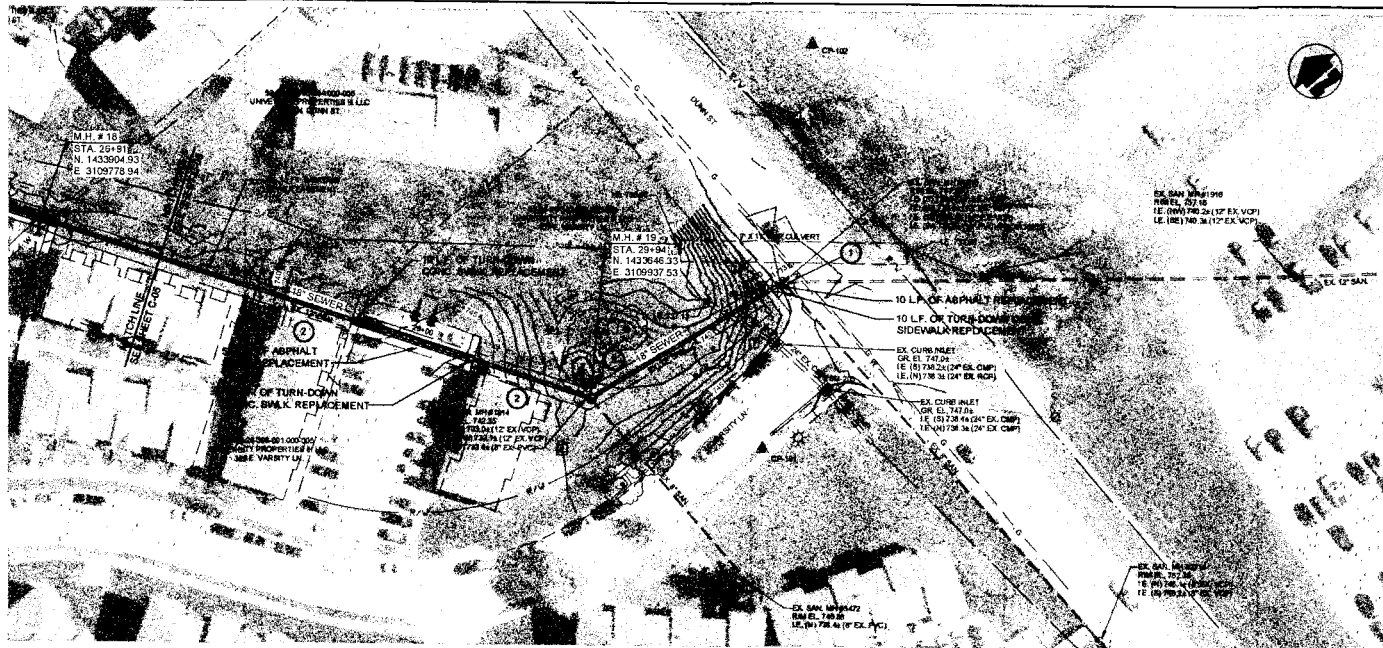
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WILL RIGHT OF WAY BE USED /CLOSED/BLOCKED? STREET NAME: <u>N Martha Street</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> START DATE: <u>+/- July 1</u> END DATE: <u>+/- August</u> # OF DAYS*: <u>31</u> REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>6:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small> ADDITIONAL NOTES: _____	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> LxWxD OF NON-PAVEMENT* EXCAVATIONS: <u>400'L X 6'W X 10'D</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS</small> # OF POLE INSTALL/REMOVAL: _____ LxWxD OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # OF DRIVEWAY INSTALLATIONS: _____
C. INDEMNIFICATION AGREEMENT:	
<p>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> PRINT NAME: <u>Doug Stewart</u> SIGNATURE: DATE: <u>5/3/2021</u>	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> </div> <div style="font-size: small;"> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW. </div> </div>	

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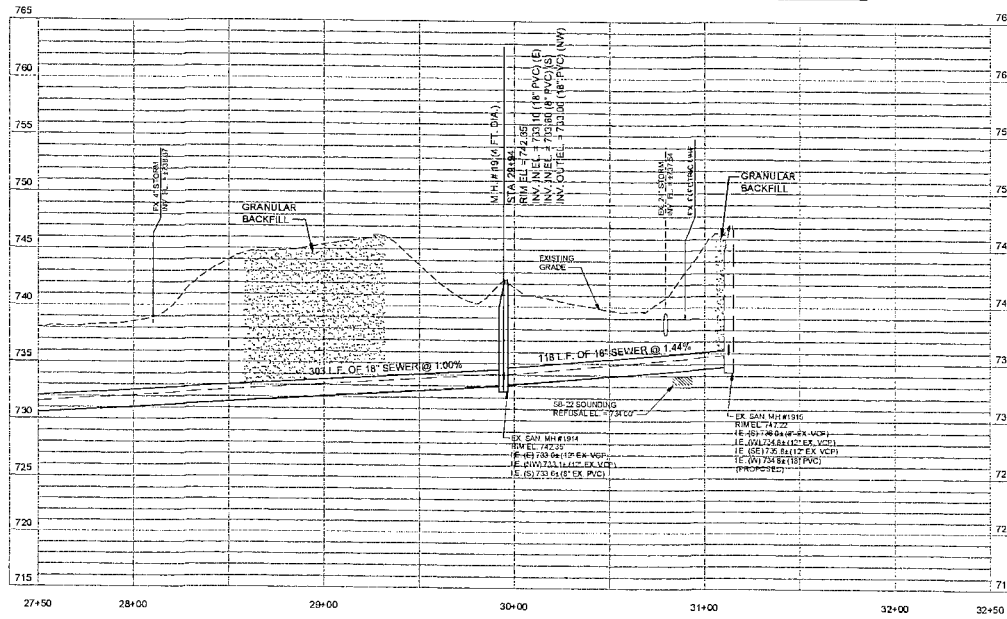
Approved By: _____ Staff BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

"DUHN STREET



PLAN VIEW - STA. 27+50 TO E.O.P. STA. 31+13 LINE "SS-1"



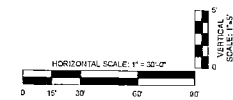
PROFILE - STA. 27+50 TO E.O.P. STA. 31+13 LINE "SS-1"

SHEET NOTES:

- SEE SHEET C-09 FOR MAINTENANCE OF TRAFFIC REQUIREMENTS.
- SEE SHEET C-13 FOR EROSION CONTROL PLAN REQUIREMENTS.
- M.H.#19 TO REPLACE EXISTING MANHOLE AT SAME LOCATION. RECONNECT PIPES TO REMAIN IN SERVICE AS REQUIRED.
- ON THIS SHEET, THE NEW 18" SEWER IS TO BE INSTALLED IN THE PIPE TRENCH OF THE EXISTING 12" SEWER. BYPASS PUMPING IS TO BE PROVIDED.
- CONTRACTOR TO COORDINATE ACCESS TO AREA BEHIND APARTMENTS WITH PROPERTY OWNER.
- CONTRACTOR SHALL REPAIR/REPLACE ANY DAMAGED SIDEWALK OR CURB TO NEXT JOINT AS A RESULT OF CONSTRUCTION ACTIVITIES.

PROJECT KEYNOTES:

- CONNECT NEW 18" SEWER TO EXISTING MANHOLE. REFORM BENCH AS REQ'D. EPOXY LINE MANHOLE INTERIOR.
- LOCATE AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN.
- REMOVE AND REPLACE LANDSCAPING AROUND TREES AS REQUIRED.



CERT. PROJECT NO. 4812
 CLIENT PROJECT NO. -
 MANAGER/ENGINEER
 PROJECT NO. 104033003
 PROJECT NAME: DUNN STREET SEWER IMPROVEMENTS
 PROJECT LOCATION: BLOOMINGTON, INDIANA



PLAN AND PROFILE
 STA. 27+50 TO E.O.P. STA. 31+13 LINE "SS-1"
 DUNN STREET SEWER IMPROVEMENTS
 BLOOMINGTON, INDIANA

REVISIONS	DATE	CWL		JRD		CWL		CWL	
		BY	CHKD	BY	CHKD	BY	CHKD	BY	CHKD

DATE: JANUARY 2021
 SCALE: H: 1"=30' V: 1"=5'
 SHEET NO. C-06

C-06

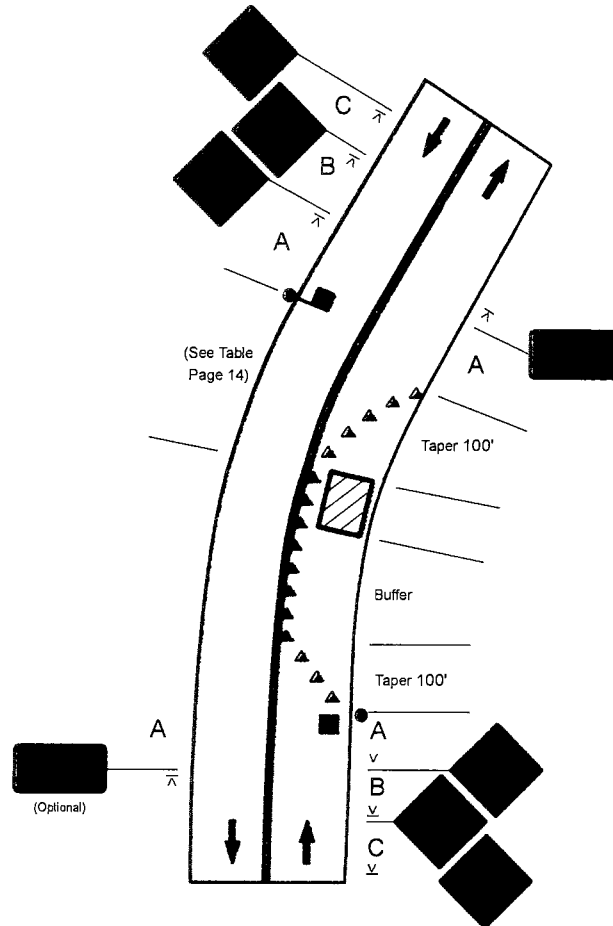
PLOTTED BY: JDS

PRINTED: 02/10/21 @ 8:03AM

FILE NAME: G:\M2\CENAL\duhn\Bldg\DWG\SS-1\SS-1-C-06.dwg

BID SET

Lane Closure on a Two-Lane Road
(Two Flagger Operation)
(Short Term Stationary – 1 to 12 hours)

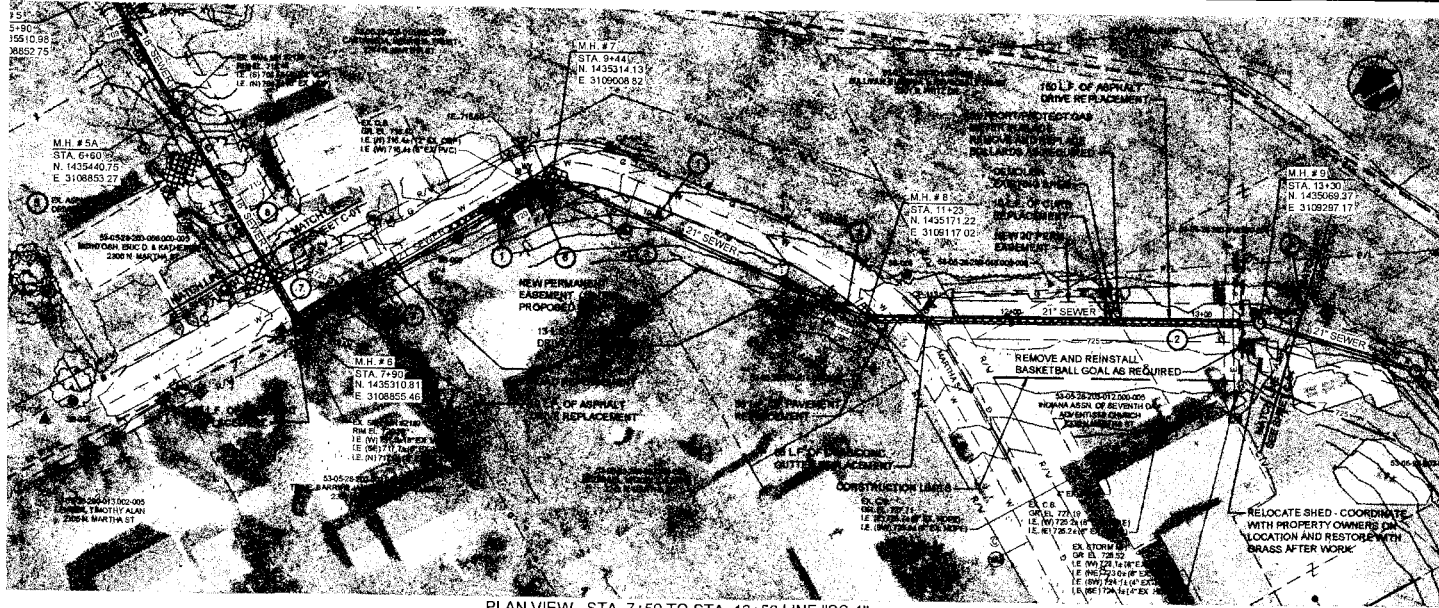


Notes:

1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD and as shown on page 76.
2. If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

Speed Limit (mph)	Sign Spacing A (ft)	Sign Spacing B (ft)	Sign Spacing C (ft)	Buffer (ft)
30	100	100	100	200
40	350	350	350	320
50	500	500	500	440
60	1000	1600	2640	600

"MARTHA STREET"



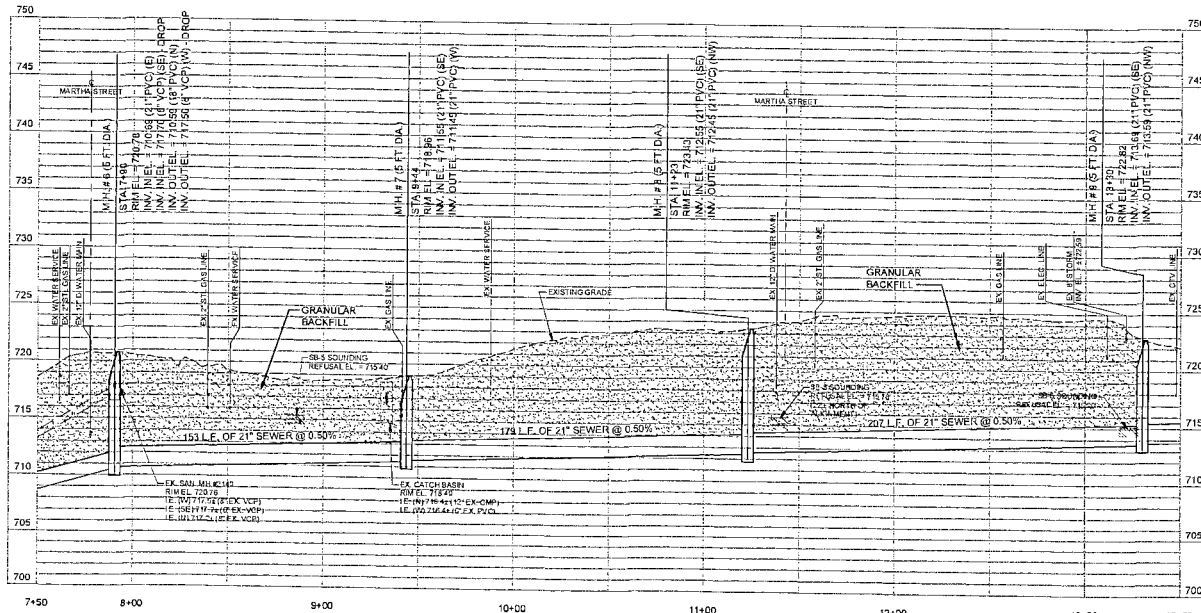
PLAN VIEW - STA. 7+50 TO STA. 13+50 LINE "SS-1"

SHEET NOTES:

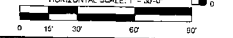
- MARTHA STREET TO REMAIN OPEN TO LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION, INCLUDING RESIDENTS, MAIL, TRASH, ETC.
- SEE SHEET C-13 FOR EROSION CONTROL PLAN REQUIREMENTS.
- M.H.#6 TO REPLACE EXISTING MANHOLE AT SAME LOCATION. EXISTING PIPES TO REMAIN IN SERVICE. SHALL BE RECONNECTED TO NEW MANHOLE. DROP CONNECTIONS REQUIRED ON 8" AND 6" PIPES. SEE DETAIL 2 IN CBU CONSTRUCTION SPECIFICATIONS.
- FROM M.H.#4 TO M.H.#6. PIPE TO BE INSTALLED ALONG EXISTING ROUTE OF 8" SEWER. BYPASS PUMPING REQUIRED.
- THE WORK TO CROSS THE PARKING LOT OF 7TH DAY ADVENTIST CHURCH SHALL BE CONDUCTED DURING WEEKDAYS. THE PIPE TRENCH SHALL BE ENTIRELY FILLED WITH STONE AND USEABLE FOR PARKING DURING SATURDAY CHURCH SERVICES.
- CONTRACTOR SHALL COORDINATE ANY DRIVE CLOSURES OF 2243 MARTHA WITH THE PROPERTY OWNER. HOMEOWNER MAY NEED TO LEAVE QUICKLY. CONTRACTOR SHALL MAINTAIN SUFFICIENT STEEL PLATING TO COVER TRENCH WHEN WORK AFFECTS DRIVE ACCESS.

PROJECT KEYNOTES:

- REMOVE AND REPLACE SIGN.
- LOCATE AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN. CAP AND ABANDON REMAINING PIPE TO NORTH.
- PROTECT TREES ALONG EDGE OF EASEMENT. REMOVE AND REPLACE EXISTING LANDSCAPING PLANTS IN EASEMENT.
- SUPPORT POLE AS REQUIRED. COORDINATE WITH DUKE ENERGY REGARDING ANY AFFECTED GUY WIRES.
- REPAVE ENTIRE ASPHALT DRIVEWAY FOR 2300 N. MARTHA STREET. SEE SHEET C-01.
- REMOVE AND REINSTALL STORM INLET.
- TREE CAN BE REMOVED BY CONTRACTOR IF NEEDED TO COMPLETE WORK.
- REMOVE AND REPLACE EXISTING LANDSCAPING PLANTS IN EASEMENT.



PROFILE - STA. 7+50 TO STA. 13+50 LINE "SS-1"



GW PROJECT NO. 4572
 CLIENT PROJECT NO. -
 ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE
 DATE OF DECLASSIFICATION INDEFINITE



PLAN AND PROFILE
STA. 7+50 TO STA. 13+50 LINE "SS-1"
DUNN STREET SEWER IMPROVEMENTS
BLOOMINGTON, INDIANA

NO.	REVISIONS	DATE	BY	CHECKED	GWL
1					
2					
3					
4					
5					
6					
7					
8					

DATE: JANUARY 2021
 SCALE: H: 1"=30' V: 1"=5'
 SHEET NO.

C-03

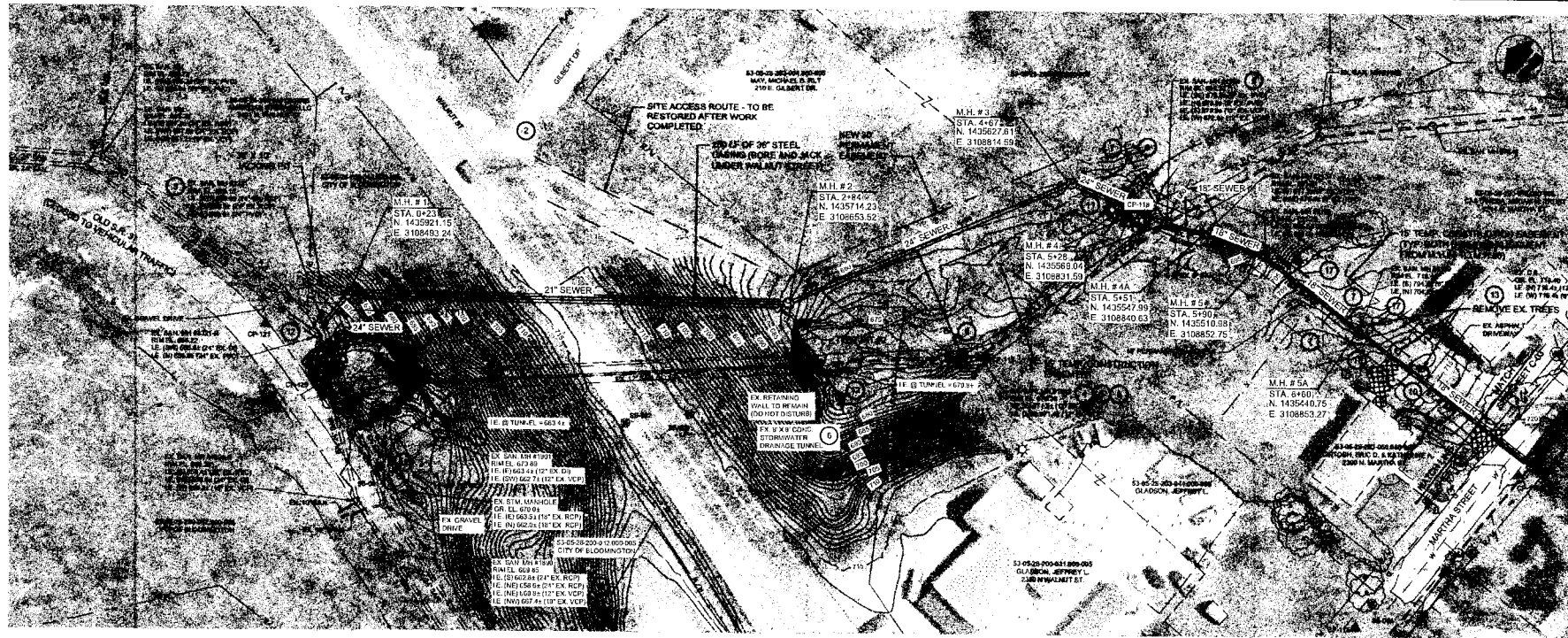
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 PLOTTED BY: JGAS
 PLOTTED DATE: 1/15/2021 10:34:41 AM

BID SET

PLotted BY: ADMS

PRINTED 12/20/21 8:34 AM

PREPARED BY: GIBBY ZELMAN, DUNN, BLOOMINGTON, INDIANA



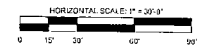
PLAN VIEW - B.O.P. STA. 0+00 TO STA. 7+50 LINE "SS-1"

PROJECT KEYNOTES:

- (ADDITIVE ALTERNATE NO. 1) - REPLACE HEADWALL (SEE DETAILS, SHEET C-08)
- THE RIGHT OF WAY OF GILBERT STREET FOR 150 FT FROM THE WALNUT STREET INTERSECTION CAN BE CLOSED FOR USE AS A CONSTRUCTION STAGING AREA (SEE SHEET C-09)
- CORE DRILL AND CONNECT TO EXISTING MANHOLE. REFORM RENCH AS REQUIRED. EPOXY LINE MANHOLE INTERIOR.
- EXISTING M.H.#1003 TO BE CUT OFF 4 FT. BELOW GRADE AND FILLED WITH GRANULAR MATERIAL. CAP FILL WITH #1 RIPRAP.
- FROM EXISTING M.H.#1003 TO EXISTING M.H.#1004, EXISTING SEWER TO BE FILLED WITH GROUT AND ABANDONED IN PLACE.
- EXISTING D.I. SEWER IN TUNNEL TO BE CUT OFF AT WEST END OF TUNNEL AND CAPPED. PIPE BETWEEN M.H.#1001 AND TUNNEL REMOVED. REMAINDER OF PIPE FROM EAST END OF TUNNEL TO M.H.#1003 TO BE PLUGGED AT ENDS AND ABANDONED IN PLACE.
- LOCATE AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN.
- REMOVE LATERAL PIPE SEGMENTS IN CREEK - CAP ENDS OF PIPE TO REMAIN AND ABANDON IN PLACE.
- LOCATE AND CONNECT LATERAL FROM 2300 N. WALNUT STREET TO NEW SEWER MAIN. PROVIDE MIN. 3 FT COVER UNDER CREEK AND CONCRETE ENCASE. PLACE CLASS 1 RIPRAP OVER TRENCH AT SURFACE IN CREEK BED. SEE CREEK CROSSING DETAIL, SHEET C-12.
- AFTER PATCHING TRENCH, MILL AND RESURFACE ENTIRE ASPHALT DRIVEWAY FOR 2300 N. MARTHA STREET. WHILE REPAVING ATTEMPT TO SMOOTH HIGH SPOTS TO IMPROVE DRIVEWAY DRAINAGE. QUANTITY TO BE USED = 168 L.F. OF ASPHALT DRIVE REPLACEMENT.
- PLACE CLASS 1 RIPRAP AT SURFACE IN CREEK BED WHERE DISTURBED BY CONSTRUCTION. SEE CREEK CROSSING DETAIL, SHEET C-12.
- REFER TO SHEET C-08 FOR ADDITIONAL STORMWATER MGMT. MEASURES THIS AREA.
- COORDINATE TREE REMOVAL WITH HOMEOWNERS.
- REMOVE 12" D.I. PIPE ALONG CREEK BANK FROM END OF TUNNEL TO M.H.#1001
- REMOVE CASTING FROM M.H.#1001. PLUG PIPE ENTRANCES WITH CONCRETE. FILL MANHOLE WITH GRANULAR MATERIAL, AND ABANDON IN PLACE.
- FILL 12" PIPE FROM M.H.#1001 TO M.H.#1003 WITH GROUT AND PLUG END AT M.H.#1003.
- REMOVE AND REINSTALL CHAINLINK FENCE AS NEEDED FOR INSTALLATION OF SEWER AND LATERALS. PROVIDE TEMPORARY FENCE AS NEEDED TO CONTAIN HOMEOWNERS DOGS. COORDINATE FENCE REPLACEMENT WITH HOMEOWNERS ON FINAL FENCE PLACEMENT AFTER WORK IS COMPLETED.

SHEET NOTES:

- MARTHA STREET TO REMAIN OPEN TO LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION INCLUDING RESIDENTS, MAIL, TRASH, ETC.
- SEE SHEET C-13 FOR EROSION CONTROL PLAN REQUIREMENTS.
- MANHOLES #1 THROUGH #5A TO REPLACE EXISTING MANHOLES AT SAME LOCATIONS. EXISTING PIPES TO REMAIN IN SERVICE TO BE RECONNECTED. PIPES TO BE INSTALLED ALONG ROUTE OF EXISTING #4 SEWER. BYPASS PUMPING REQUIRED.
- CLEAR TREES AT NEW M.H.#1 AND BETWEEN STA. 2+80 AND 6+10 (LINE "SS-1") AS NEEDED TO COMPLETE PIPE INSTALLATION. AREA CURRENTLY FORESTED, SO INDIVIDUAL TREES NOT SHOWN.
- SEE SHEET C-02 FOR PROFILE.
- THERE IS AN ACCESS GATE TO THE SOUTH OF THE WORK AREA ON OLD S.R. 37 THAT CAN BE OPENED FOR VEHICLES TO ACCESS THE WORK AREA.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF OPEN FOR BIKE AND PEDESTRIAN TRAFFIC ON OLD S.R. 37 DURING COMPLETION OF THE WORK.
- THE CONTRACTOR SHALL HAVE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON PARKS DEPARTMENT AT LEAST 2 WEEKS PRIOR TO MOBILIZING TO THE WORK SITE OFF OLD S.R. 37.



CRM PROJECT NO. 4872
 CLIENT PROJECT NO. -
 DESIGNATED PROJECT NO. 10403300
 PROJECT TITLE: DUNN STREET SEWER IMPROVEMENTS
 PROJECT LOCATION: BLOOMINGTON, INDIANA



PLAN
 B.O.P. STA. 0+00 TO STA. 7+50 LINE "SS-1"
 DUNN STREET SEWER IMPROVEMENTS
 BLOOMINGTON, INDIANA

NO.	REVISIONS	DATE				
		BY	CHKD	APP'D	DATE	
1						
2						

DATE: JANUARY 2021
 SCALE: 1"=50'
 SHEET NO.

C-01

BID SET



Board of Public Works Staff Report

Project/Event: Request from Snedegar Construction for lane restrictions on North Fee Lane

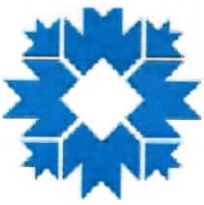
Staff Representative: Paul Kehrberg

Petitioner/Representative: Trent Stogsdill, Snedegar Construction

Date: May 11, 2021

Report: Snedegar Construction has a contract with Indiana University to install a new steam line in N Fee Ln. The work will take place from E 13th St to E 17th St. They are requesting a full street closure of N Fee Ln from E 13th St to E 17th St from May 17, 2021 to May 21, 2021. The sidewalks would also need to be closed during this time. From May 21, 2021 to July 31, 2021 Snedegar is requesting the closure of the northbound lane. A detour will be in place and will utilize E 10th St, N Woodlawn Ave, and E 17th St. The sidewalk on the east side of N Fee Ln will need to be closed from May 21, 2021 to July 31, 2021.

Snedegar Constuction has supplied maintenance of traffic plans for all of their work. All of the surrounding properties are owned by Indiana University.



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS

OF ROW ACTIVITY: N. Fee lane between 17th & E 13th Street

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Trent Stogsdill
E-MAIL: tstogsdill@snedegar-construction.com
COMPANY: Snedegar Construction
ADDRESS: 6935 S Old state Rd 37
CITY, STATE, ZIP: Bloomington IN 47403
24-HR EMERGENCY CONTACT NAME: Trent Stogsdill
24-HR CONTACT PHONE #: 812-327-6102
ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

****SUBCONTRACTOR INFORMATION****
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____
IS THIS A CBU* COUNTY* IU* NP* PROJECT?
PROJECT NAME: Fee lane Steam Phase 3
PROJECT #: _____
PROJECT MGR.: _____
PROJECT MGR. #: _____

*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
*IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

POD/DUMPSTER CRANE SCAFFOLDING CONSTRUCTION USE* GAS ELECTRIC SANITARY SEWER WATER
 TELECOM OTHER (EXPLAIN): IU Steamline
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME: N Fee Lane
 ROAD CLOSURE LANE CLOSURE 1 2 3
 SIDEWALK* BIKE LANE OTHER
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW
START DATE: 5-17-2021 END DATE: 7-31-2021 # OF DAYS*: _____
REQUESTED CLOSURE HOURS: _____ AM - _____ PM
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)
ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? Yes
LxWxD OF PAVEMENT* EXCAVATIONS: 738' x 6' x 6'
*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
LINEAL FT OF BORE*: _____
*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS
OF POLE INSTALL/REMOVAL: _____
LxWxD OF SIDEWALK RECONSTRUCTION*: _____
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Trent Stogsdill
SIGNATURE: Trent Stogsdill
DATE: 5-5-2021



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a **TOTAL ROAD CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a **SIDEWALK, BIKE LANE OR LANE CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found: <https://bloomington.in.gov/engineering/resources>**
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found: <https://bloomington.in.gov/municipal-code>**



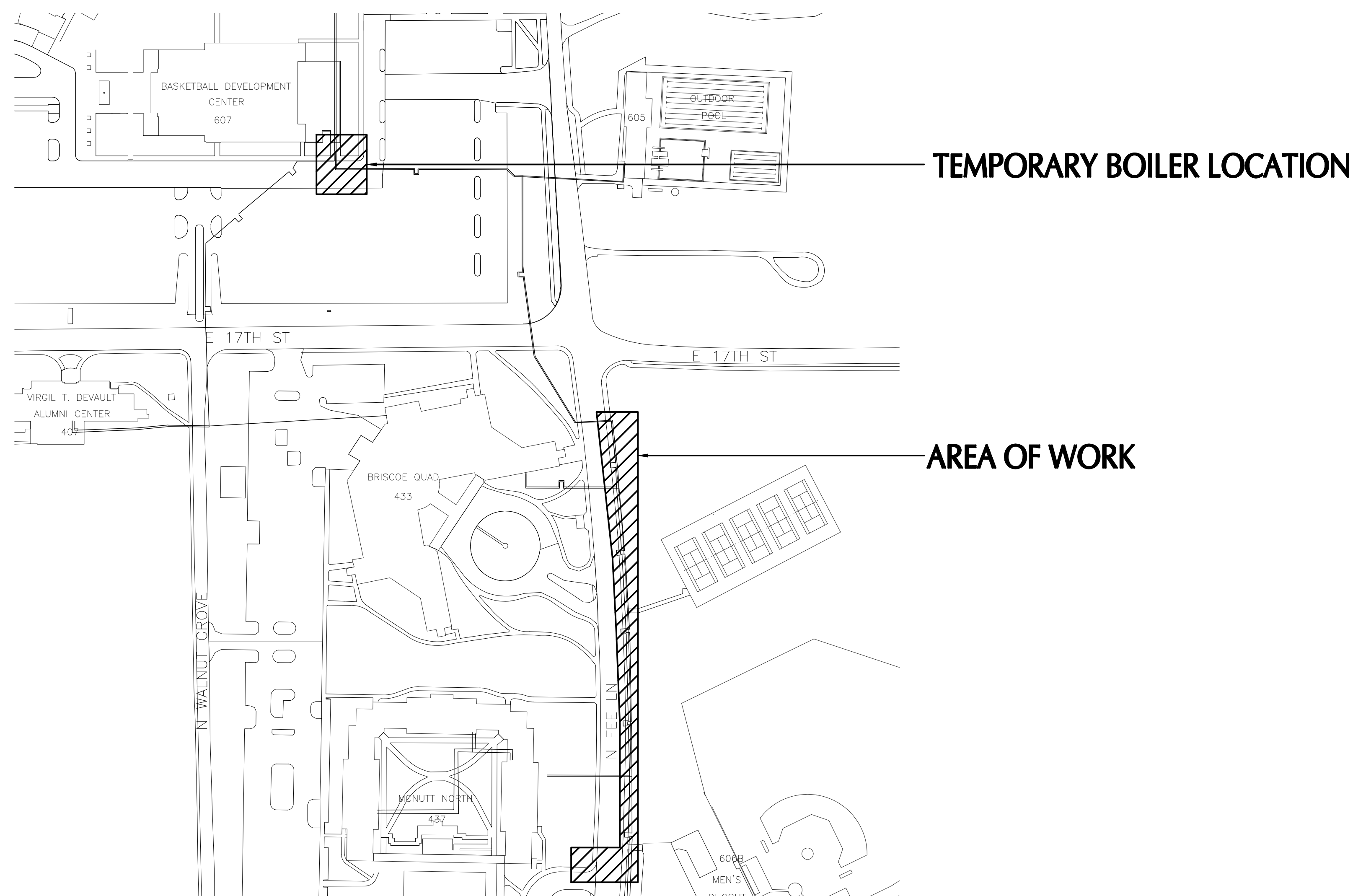
INDIANA UNIVERSITY

BLOOMINGTON, INDIANA

BL000A - SITE - FEE LANE STEAM SERVICE REPLACEMENT (PHASE-3)

IU#20192158

BID DOCUMENTS

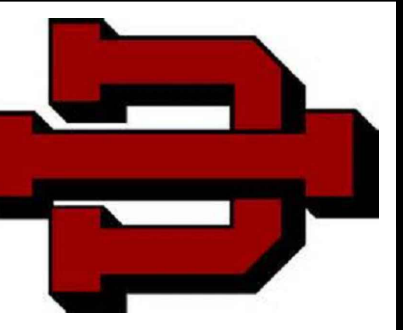


KEY PLAN
SCALE: NONE

DRAWING INDEX	
DRAWING NUMBER	DRAWING TITLE
COVER	
CS001	COVER SHEET
GENERAL CONSTRUCTION	
G500	DETAILS
MECHANICAL	
M001	LEGEND SHEET
M200	PLAN - NEW WORK
M201	PLAN - TEMPORARY BOILER
M400	PROFILE A
M500	DETAIL SHEET
M501	DETAILS
M600	PIPING & INSTRUMENTATION DIAGRAM - DEMO
M601	PIPING & INSTRUMENTATION DIAGRAM - NEW WORK

THERMALTECH ENGINEERING
FACILITY AND UTILITY SYSTEMS
ANALYSIS/DESIGN/CONSTRUCTION
513-561-2271 WWW.THERMALTECH.COM
CINCINNATI, OH • ELIZABETHTOWN, PA • FORT WORTH, TX • LAWRENCEBURG, IN
RICHLAND, MI • GRAND RAPIDS, MI • MEMPHIS, TN

TE PROJECT NO.: 10653.850
DATE: MONTH, YEAR



IU#20192158

INDIANA UNIVERSITY
BL000A - SITE - FEE LANE STEAM SERVICE REPLACEMENT (PHASE-3)
BLOOMINGTON, INDIANA

COVER SHEET

30x20in BORDER
THERMALTECH ENGINEERING
FACILITY AND UTILITY SYSTEMS
ANALYSIS/DESIGN/CONSTRUCTION
513-561-2271 WWW.THERMALTECH.COM
CINCINNATI, OH • ELIZABETHTOWN, PA • FORT WORTH, TX • LAWRENCEBURG, IN
RICHLAND, MI • GRAND RAPIDS, MI • MEMPHIS, TN

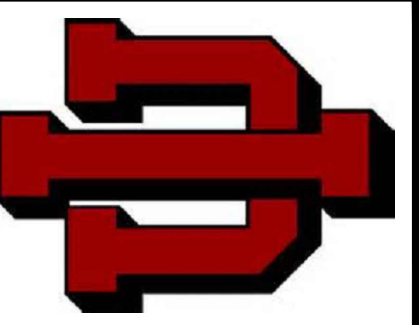
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	01/12/21	ISSUED FOR BID

DESIGNER: TJH
DRAFTER: TJH
REVIEWED: TZ

PROJECT NUMBER: 10653.850
COVER SHEET
CS001
DRAWING NUMBER

0 1/4 1/2 1 GRAPHIC SCALE 2



IU#20192158

INDIANA UNIVERSITY
BLOOMINGTON, INDIANA
GENERAL CONSTRUCTION
DETAILS

30x42in BORDER
THERMALTECH
ENGINEERING
ANALYSIS/DESIGN/CONSTRUCTION
513-561-2271 WWW.THERMALTECH.COM
CINCINNATI, OH • ELIZABETHTON, PA • FORT WORTH, TX • LAWRENCEVILLE, IN
INDIANAPOLIS, IN • GRAND RAPIDS, MI • MEMPHIS, TN

NOT FOR
CONSTRUCTION

STEAM MANHOLE BASIS OF DESIGN

MANHOLE TO COME WITH LEAK PROOF WARRANTY OF 5 YEARS

DESIGN CRITERIA FOR PRECAST MANHOLES

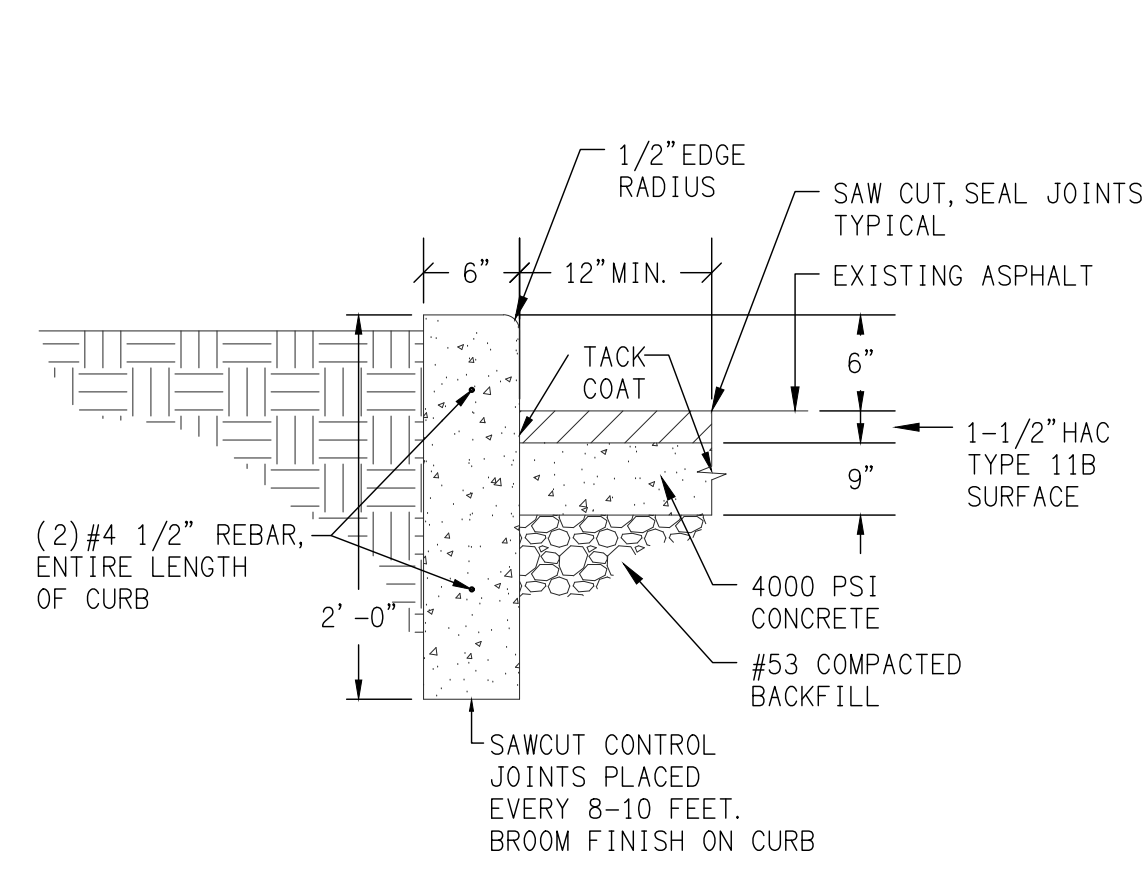
- DESIGN SPECIFICATIONS: ACI 318, AASH TO LOAD FACTOR DESIGN METHOD, AND ASTM C857
- DESIGN LOADING: AASH TO HS20 (32,000 LB/AXLE)
- LIVE LOAD SURCHARGE: .5% OF THE WHEEL LOADING APPLIED TO 8'-0" OF DEPTH
- CONCRETE COMPRESSIVE STRENGTH: $F'c = 4500$ PSI
- REINFORCING STEEL: ASTM A706, $F_y = 60000$ PSI
- MANHOLE WALLS AND FLOORS TO BE ONE PIECE WITH SEPARATE TOP

DESIGN ASSUMPTIONS

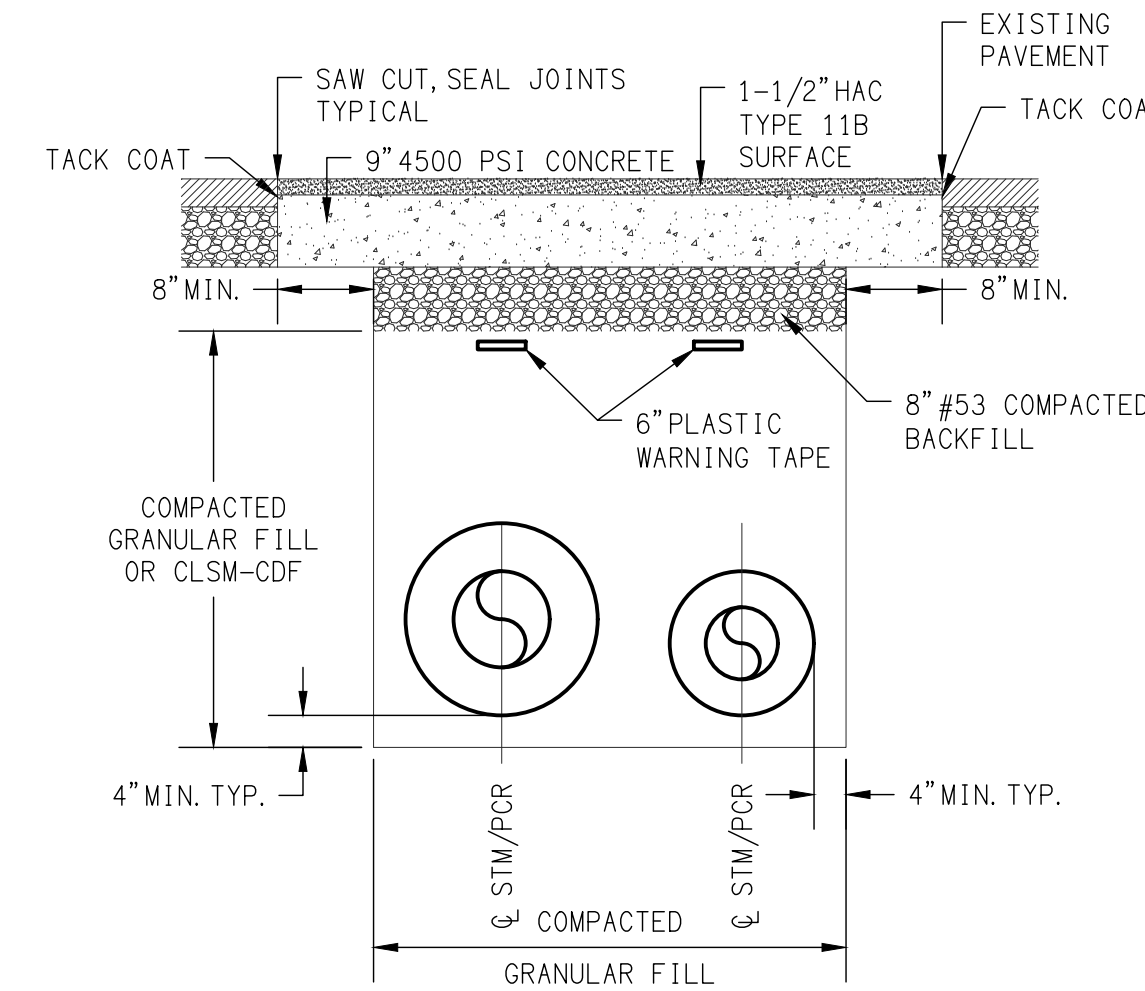
- GROUND WATER LEVEL: 3'-6" BELOW GRADE
- EARTH COVER: 1'-0" MINIMUM TO 5'-0" MAXIMUM
- LIVE LOAD IMPACT: 2'-0" 1 = 20%
2'-1" TO 2'-11" 1 = 10%
3'-0" TO 5'-0" 1 = 0%
- COEFFICIENT OF ACTIVE EARTH PRESSURE: $K_a = 0.3$
- SPECIFIC WEIGHT OF STD. AGGREGATE CONCRETE: 150 PCF
- SPECIFIC WEIGHT OF DRY EARTH: 100 PCF
- SPECIFIC WEIGHT OF SATURATED EARTH: 120 PCF
- EQUIVALENT FLUID PRESSURE OF DRY EARTH: 30 PSF
- EQUIVALENT FLUID PRESSURE OF SATURATED EARTH: 80 PSF

GENERAL NOTES

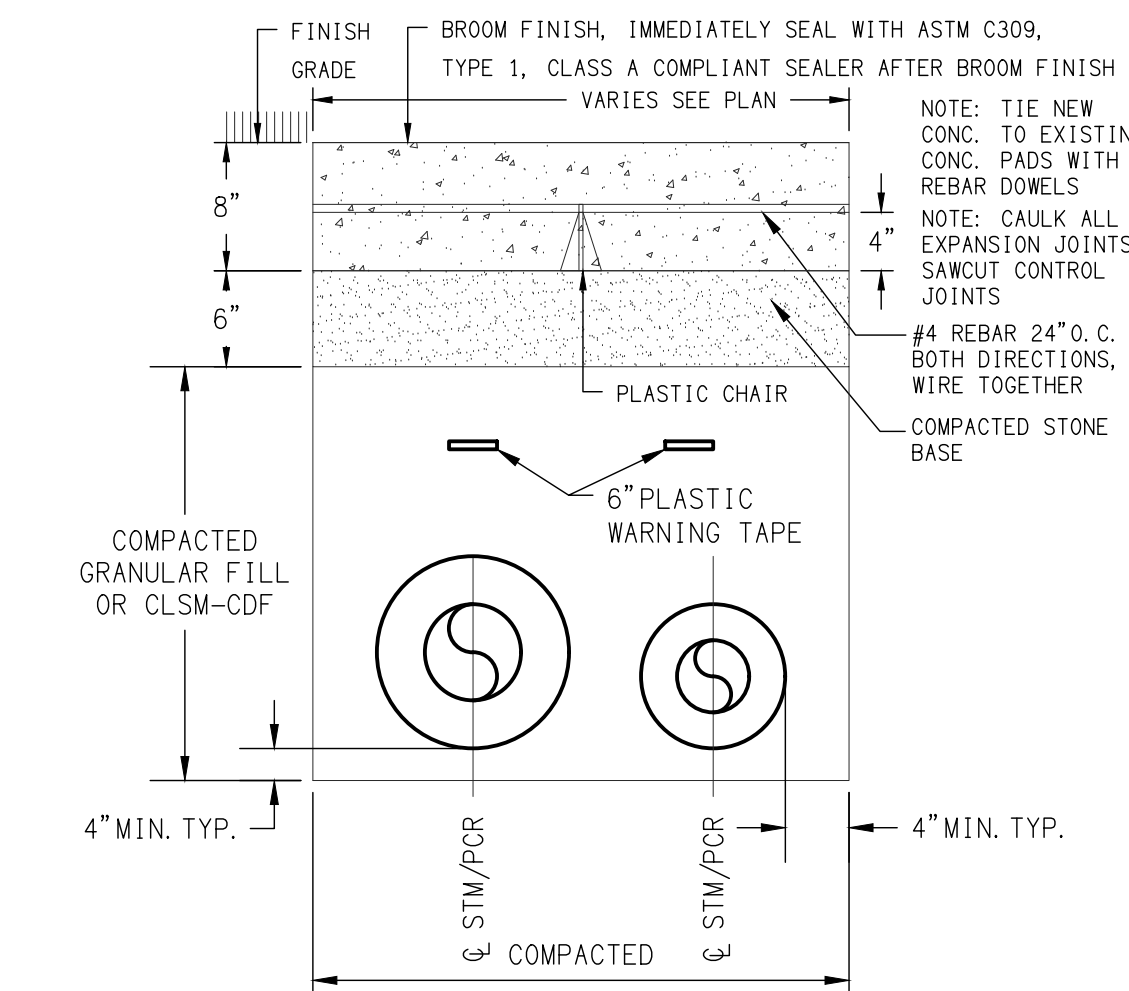
- PROVIDE NEW FIBRELITE MANHOLE LIDS WITH TWO VENT HOLES. INSTALL PER MANUFACTURER'S RECOMMENDATION, 20 INCHES OF CONCRETE AROUND LIDS IN TRAFFIC AREAS.



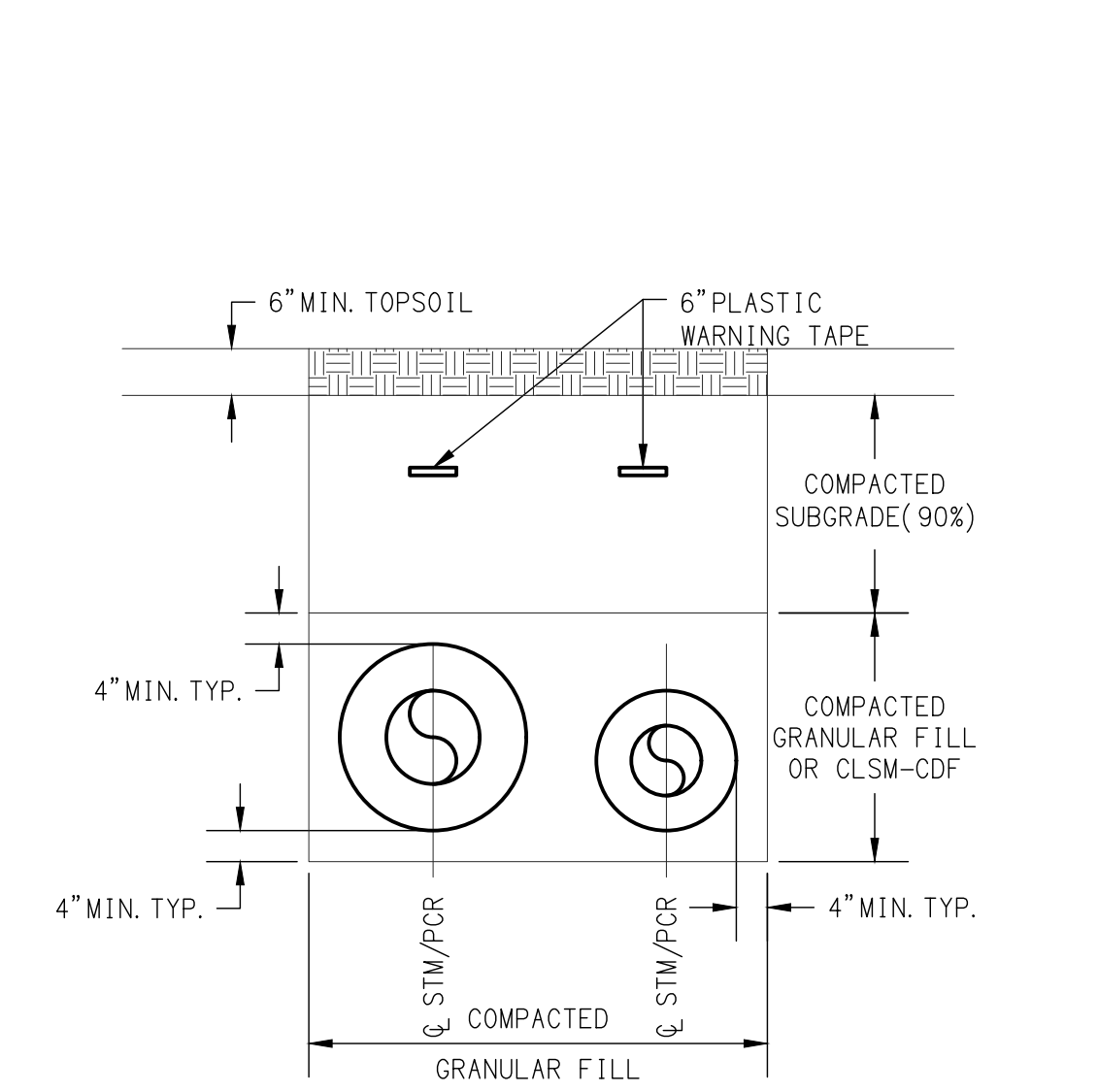
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SCALE: NONE



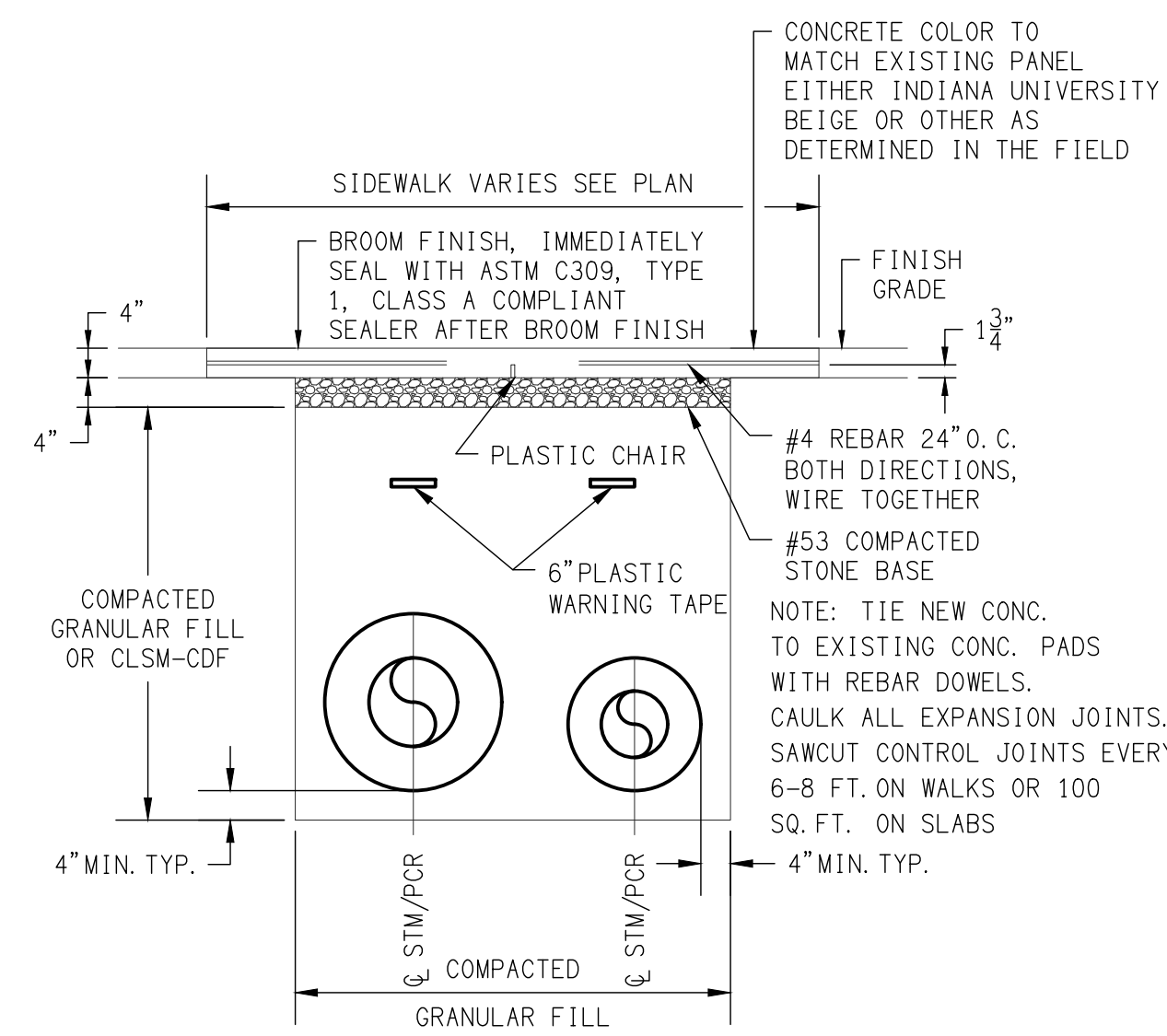
DETAIL - ASPHALT PATCH
SCALE: NONE



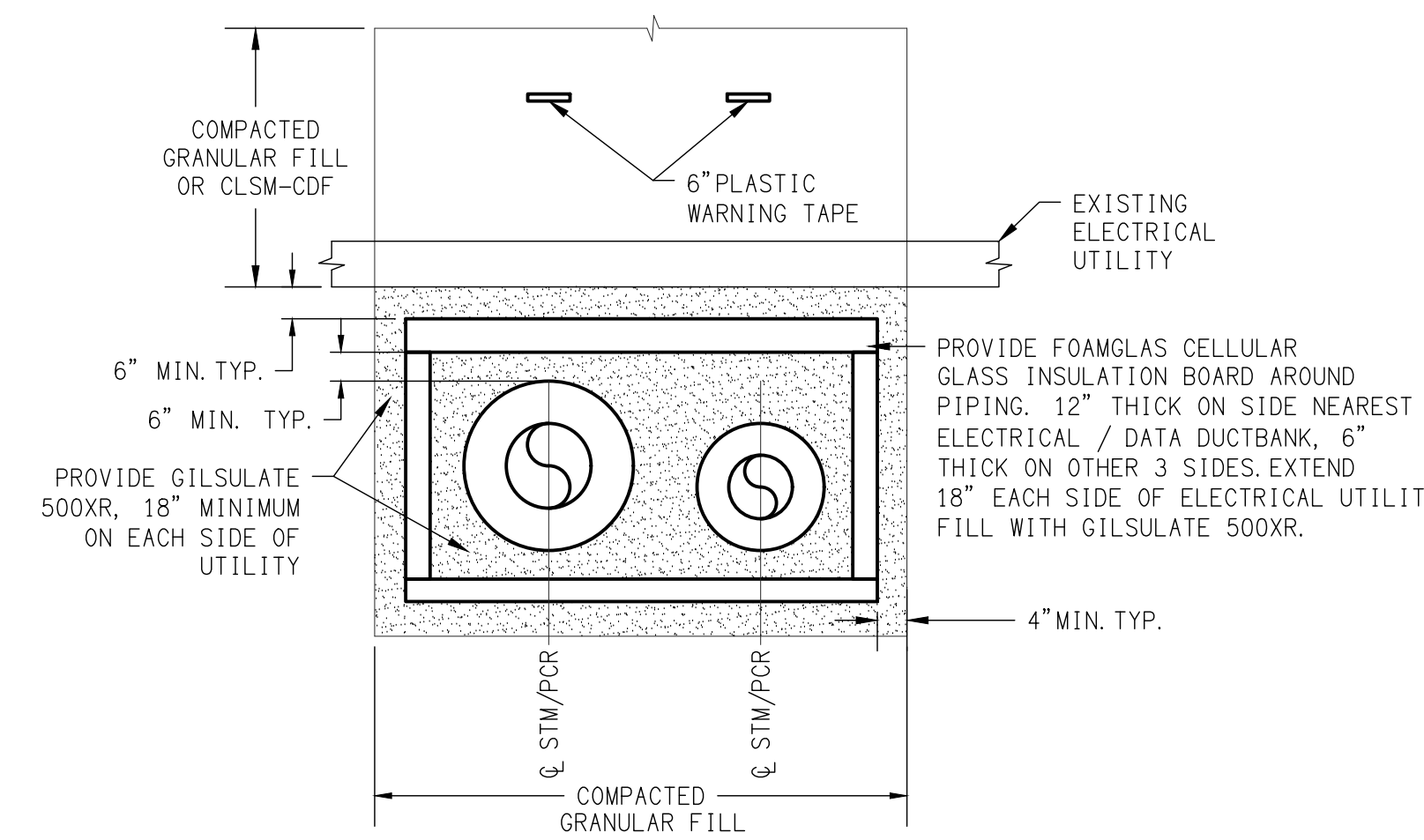
DETAIL - CONCRETE PATCH
SCALE: NONE



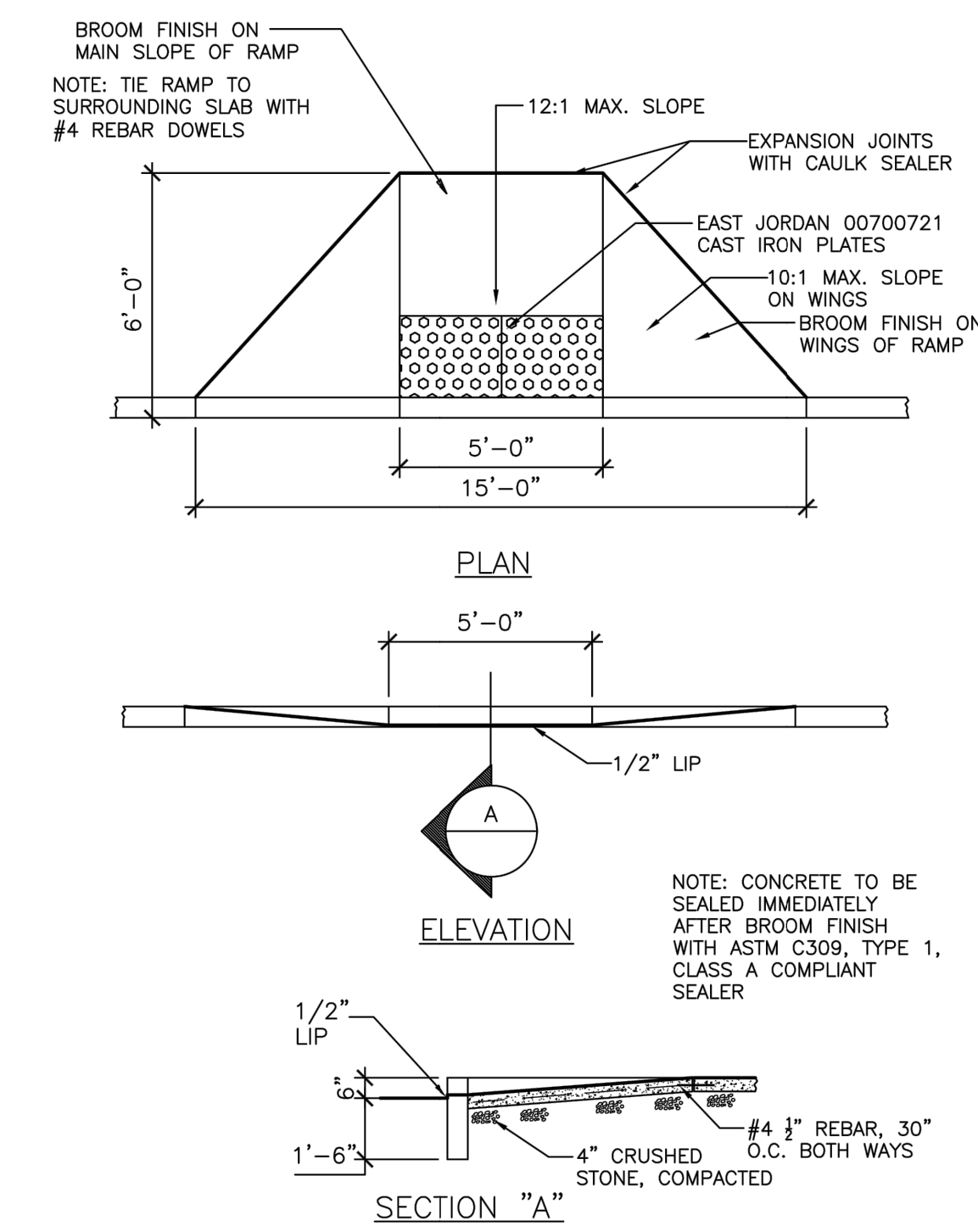
DETAIL - GRASS AREA TRENCH
SCALE: NONE



DETAIL - SIDEWALK AREA TRENCH
SCALE: NONE



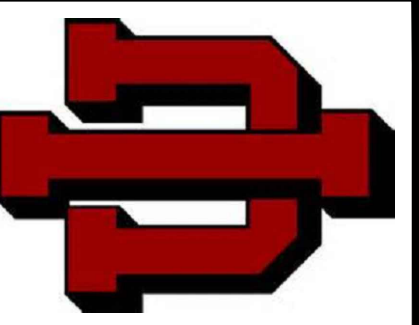
DETAIL - ELECTRICAL UTILITY CROSSING
SCALE: NONE



DETAIL - CURB RAMP
SCALE: NONE

REV	DATE	DESCRIPTION
A	01/12/21	ISSUED FOR BID

DESIGNER	TJH
DRAFTER	TJH
REVIEWED	TZ
PROJECT NUMBER	10653.850
GENERAL CONSTRUCTION DETAILS	
G500	
DRAWING NUMBER	



IUH#20192158

INDIANA UNIVERSITY
BLOOMINGTON, INDIANA
BLOOMING - SITE - FEE LANE STEAM SERVICE REPLACEMENT (PHASE-3)
MECHANICAL
PLAN - NEW WORK

30x42in BORDER
THERMALTECH
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CHICAGO, OH-ELIZABETHTOWN, PA-FORT WORTH, TX-LAMAR, IN
INDIANAPOLIS, IN-CRANFORD, IN-LEICESTER, IN

NOT FOR CONSTRUCTION

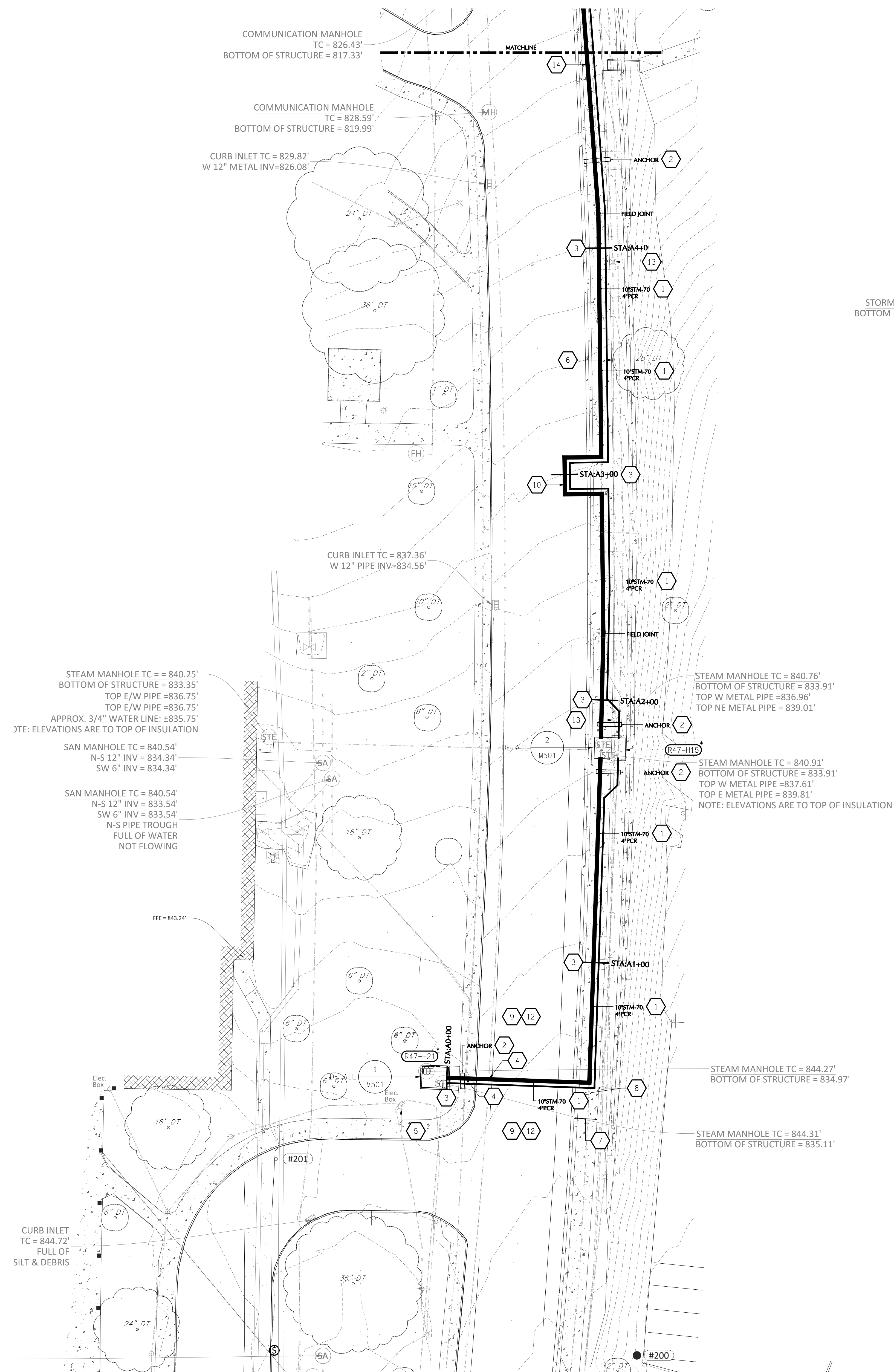
REV	DATE	DESCRIPTION
A	01/12/21	ISSUED FOR BID
DESIGNER	TJH	
DRAFTER	TJH	
REVIEWED	TZ	
PROJECT NUMBER	10653.850	
MECHANICAL PLAN - NEW WORK		
M200		
DRAWING NUMBER		

DRAWING NOTES

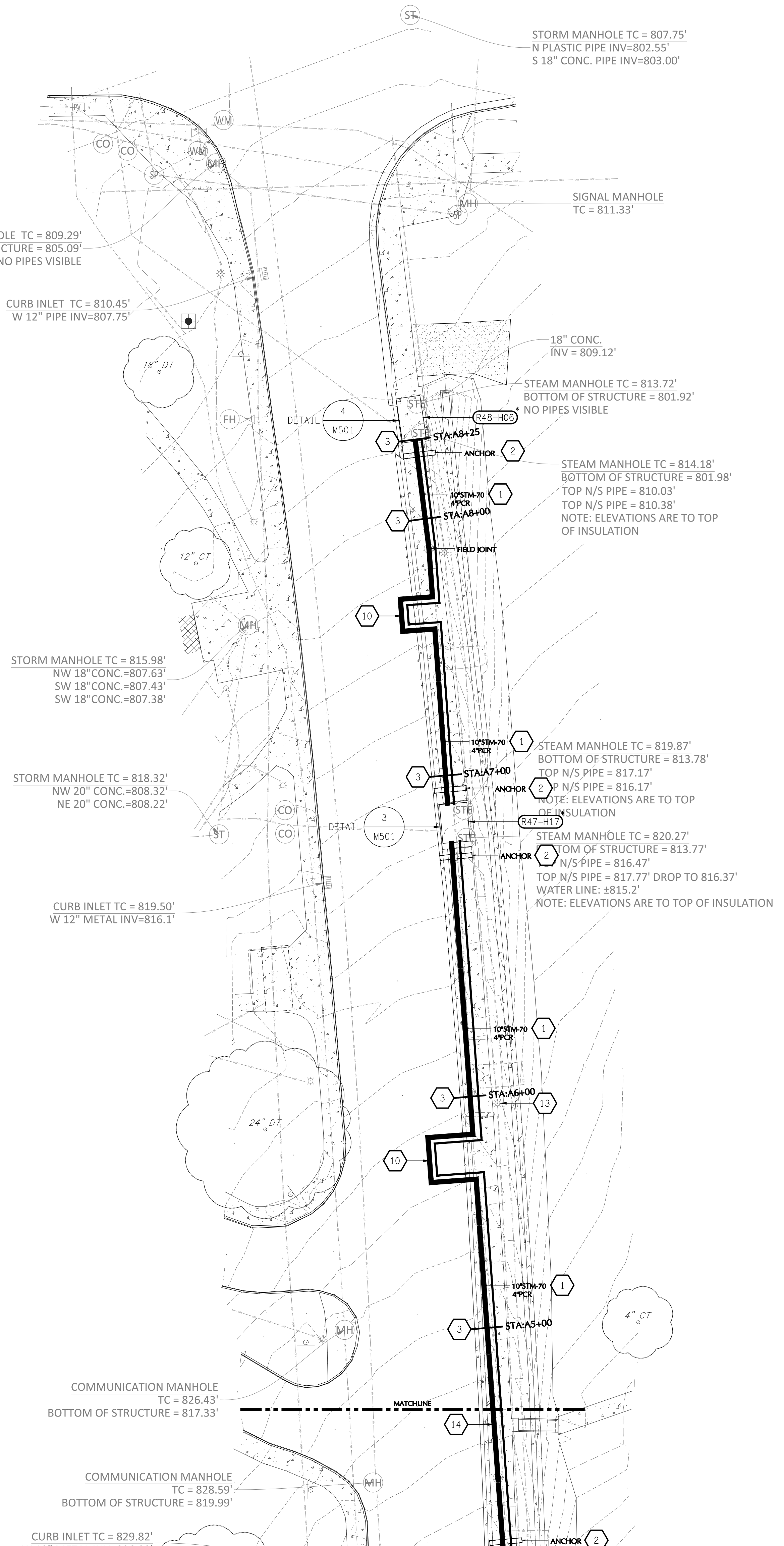
- 1 PROVIDE STM-70 AND PUMPED CONDENSATE RETURN PIPING AS INDICATED. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES BEFORE PIPING IS INSTALLED. DEMOLITION OF THE EXISTING PIPING SYSTEMS IS REQUIRED AS THE NEW PIPING IS TO BE INSTALLED IN THE SAME LOCATION. CONTRACTOR IS RESPONSIBLE FOR ALL FIELD ADJUSTMENTS / PIPING OFFSETS TO AVOID EXISTING UTILITIES.
- 2 FINAL ANCHOR SIZE AND LOCATION TO BE DETERMINED BY UNDERGROUND PIPING MANUFACTURER. SUBMIT DRAWINGS FOR ENGINEER'S APPROVAL PRIOR TO INSTALLATION. CONCRETE ANCHORS TO BE FORMED AND POURED PER PIPING MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 3 BACKFILL, COMPACT, PROVIDE TOPSOIL AND GRADE TO EXISTING CONTOURS. PROVIDE SOD PER SPECIFICATIONS. SEE DETAIL SHEET G500.
- 4 HAND EXCAVATE TO LOCATE EXISTING UTILITIES (TYPICAL). PROVIDE TEMPORARY SUPPORTS FOR ANY EXISTING UTILITY THAT CROSSES THE PIPE TRENCH. PROVIDE FOAMGLAS AND GILSULATE 500XR BETWEEN STEAM AND PUMPED CONDENSATE RETURN PIPING AND UNDERGROUND TELEPHONE / FIBER OPTIC DUCTBANK OR ELECTRICAL MANHOLE. SEE DETAIL SHEET G500.
- 5 EXISTING CAMPUS LIGHTING IN CONDUIT. DETERMINE ACTUAL LOCATION IN FIELD. CONTRACTOR TO MAINTAIN LIGHTING CIRCUIT SO THAT LIGHTING IS AVAILABLE EACH NIGHT AFTER WORKING HOURS.
- 6 SEE EXCAVATION SECTION 15051 FOR EXCAVATION REQUIREMENTS INCLUDING CUTTING OF TREE ROOTS IF NECESSARY. COORDINATE/NOTIFY INDIANA UNIVERSITY LANDSCAPE ARCHITECT BEFORE EXCAVATION IN THIS AREA. ROOT PRUNING BY INDIANA UNIVERSITY. THE AREA SURROUNDING INDIVIDUAL TREES OR GROUPS OF TREES TO REMAIN DURING CONSTRUCTION ARE TO BE PROTECTED PER THE TREE PROTECTION AND TRIMMING SPECIFICATION SECTION 02231. SEE DETAIL ON SHEET M500.
- 7 REMOVE SIDEWALK AT NEAREST JOINT TO ALLOW NEW CONSTRUCTION. REPLACE PER UNIVERSITY STANDARDS AFTER STEAM AND CONDENSATE PIPING HAS BEEN INSTALLED AND PRESSURE TESTED. RESTORE BOTH SIDEWALK AND CURB PER DETAILS SHEET G500.
- 8 PIPING TO BE ABANDONED IN PLACE. PROVIDE LINE SIZE CAPS. FIELD VERIFY SIZE.
- 9 SAWCUT ASPHALT PAVEMENTS. REMOVE PAVING, EXCAVATE, BACKFILL AND COMPACT TO BOTTOM OF PAVING BASE PER SPECIFICATIONS. WATCH EXISTING PAVEMENT AND SEAL COLD JOINTS. PAVEMENT AREAS DAMAGED BY WORK OF THIS PROJECT OUTSIDE THE AREAS SHOWN ARE TO BE REPAIRED. SEE DETAIL SHEET G500. REPAINT TRAFFIC LINES TO MATCH EXISTING AS REQUIRED.
- 10 FINAL EXPANSION LOOP SIZES TO BE DETERMINED BY UNDERGROUND PIPING MANUFACTURER. SUBMIT DRAWINGS FOR ENGINEER'S APPROVAL PRIOR TO INSTALLATION. CONCRETE ANCHORS TO BE FORMED AND POURED PER PIPING MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 11 PROVIDE AND MAINTAIN CONSTRUCTION FENCING WITH RED FABRIC AS INDICATED AT CONSTRUCTION LIMITS. FENCE IS REQUIRED TO BE IN PLACE THROUGHOUT THE PROJECT. CONSTRUCTION ACTIVITY OUTSIDE THE FENCE WILL NOT BE PERMITTED WITHOUT SPECIFIC OWNER APPROVAL.
- 12 COORDINATE WITH INDIANA UNIVERSITY FOR ROAD CLOSURE RESTRICTIONS AND TRAFFIC PLAN REQUIREMENTS.
- 13 PROVIDE TEMPORARY SUPPORT FOR LIGHT POLES DURING CONSTRUCTION. CONTRACTOR TO PROVIDE A \$5,000 ALLOWANCE FOR WORK THAT MAY BE REQUIRED TO REMOVE AND RE-INSTALL THE LIGHT POLES. THIS WORK WILL BE PERFORMED ON A TIME AND MATERIAL BASIS.
- 14 PROVIDE TEMPORARY BRIDGE TO TENNIS COURTS DURING CONSTRUCTION.

GENERAL NOTES

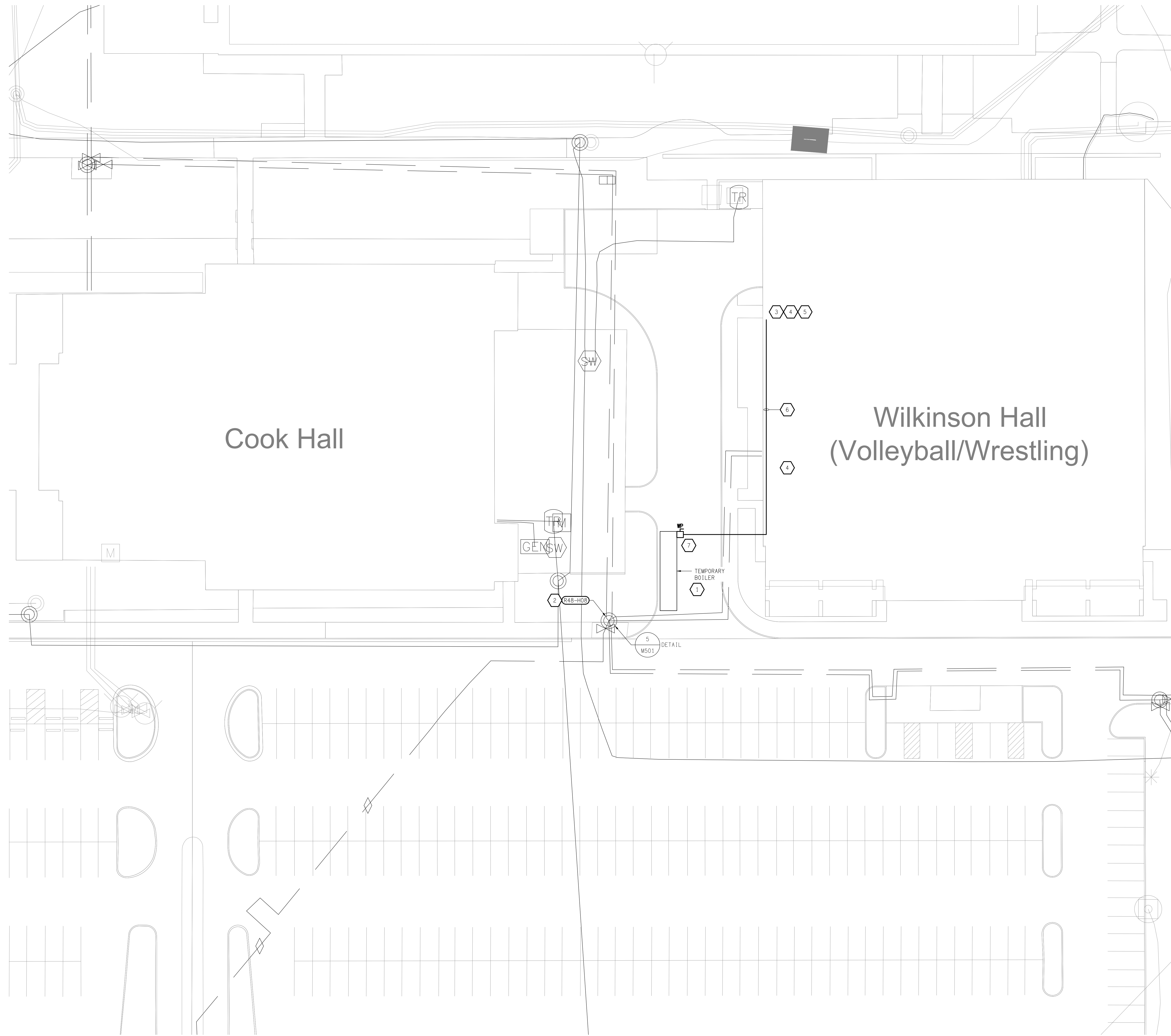
- A FOR KEY PLAN AND DRAWING INDEX SEE DRAWING CS001
- B FOR LEGEND AND SYMBOLS SEE DRAWING M001.
- C FOR GENERAL NOTES SEE DRAWING M001.



PLAN - NEW WORK
SCALE: 1" = 20'-0"



PLAN - NEW WORK
SCALE: 1" = 20'-0"



DRAWING NOTES

- DRAWING M201.e1
- CONTRACTOR TO PROVIDE TEMPORARY BOILER AND ALL PIPING CONNECTIONS. (150HP, 70PSI, 4 INCH STEAM, 1 1/2 INCH CONDENSATE RETURN, 1 1/2 INCH MAKE UP WATER, 5000 GAL FUEL OIL TANK, 480/3/60 ELECTRICAL) INITIAL BOILER START UP IS TO BE INCLUDED. PROVIDE PLATES FOR THE SKID TO PARK ON. THE UNIVERSITY WILL TAKE OVER OPERATIONS OF THE BOILER SYSTEM ONCE INITIAL STARTUP IS COMPLETE. CONTRACTOR TO REMOVE BOILER AND TEMPORARY CONNECTIONS ONCE PROJECT STEAM CONNECTIONS ARE COMPLETE. (BASIS OF DESIGN CONTACT ATLAS COPCO RENTALS, DAVE SMITH PHONE773-415-3349, EMAIL DAVID.E.SMITH@ATLASCOPCO.COM)
 - PROVIDE TEMPORARY STEAM AND CONDENSATE LINES FROM MANHOLE R48-HOB TO TEMPORARY BOILER SKID. SEE SHEET M601 FOR TRIM DETAILS.
 - PROVIDE MAKE UP WATER CONNECTIONS FROM MECHANICAL EQUIPMENT ROOM TO TEMPORARY BOILER SKID. CONTRACTOR TO PERFORM HOT TAP FOR THIS WORK.
 - CONTRACTOR TO PROVIDE TEMPORARY SUPPORTS / PROTECTION FOR ALL TEMPORARY UTILITY SERVICES REQUIRED BY THE TEMPORARY BOILER SYSTEM.
 - PROVIDE 40A, 3P 6FIC CIRCUIT BREAKER IN SPACE OF EXISTING PDP LOCATED IN WILKINSON HALL MECHANICAL EQUIPMENT ROOM. EXISTING PANEL IS SQUARE D I-LINE PANEL, EXISTING CIRCUIT BREAKERS ARE E08340 SERIES. FIELD VERIFY EXACT PANEL LOCATION AND DETAILS, PROBIDE BREAKER AIC RATING TO MATCH EXISTING EQUIPMENT.
 - PROVIDE TEMPORARY BRANCH CIRCUIT FROM EXISTING PDP TO TEMPORARY BOILER. TEMPORARY CIRCUIT TO BE 3#8 CONDUCTORS AND 1#80 IN WEATHERPROOF CABLE ASSEMBLY OF PVC COATED FLEXIBLE METAL CONDUIT. FIELD VERIFY CABLE ROUTE AND PROVIDE PROTECTION AT BUILDING PENETRATIONS AND WHERE CABLE IS ROUTED ON GRADE.
 - TERMINATE CABLE AT TEMPORARY BOILER LOCATION IN ACCORDANCE WITH EQUIPMENT SUPPLIER'S INSTRUCTIONS. PROVIDE WEATHERPROOF DISCONNECT SWITCH AS REQUIRED.

GENERAL NOTES

- A FOR KEY PLAN AND DRAWING INDEX SEE DRAWING CS001
- B FOR LEGEND AND SYMBOLS SEE DRAWING M001.
- C FOR GENERAL NOTES SEE DRAWING M001.

PLAN - TEMPORARY BOILER
 SCALE: 1" = 20'-0"
 NORTH

0 1/4 1/2 1 GRAPHIC SCALE 2



INDIANA UNIVERSITY
 BLOOMINGTON, INDIANA
 MECHANICAL PLAN - TEMPORARY BOILER

BLOOMING - SITE - FEE LANE STEAM SERVICE REPLACEMENT (PHASE-3)

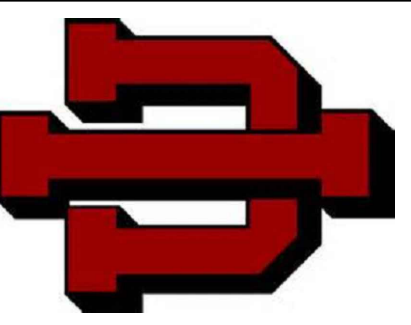
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REV	DATE	DESCRIPTION
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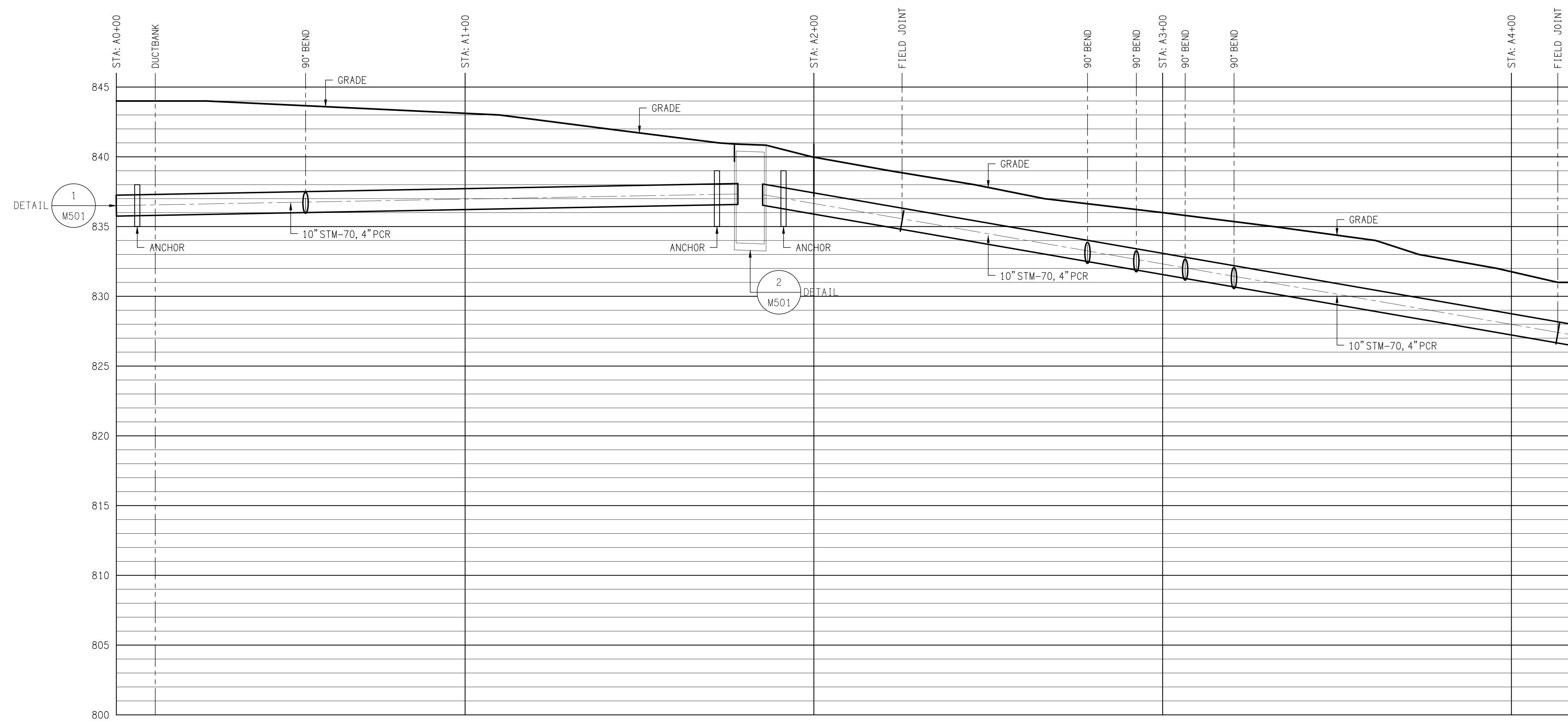
DESIGNER	TJH
DRAFTER	TJH
REVIEWED	TZ
PROJECT NUMBER	10653.850
MECHANICAL PLAN - TEMPORARY BOILER	
M201	
DRAWING NUMBER	



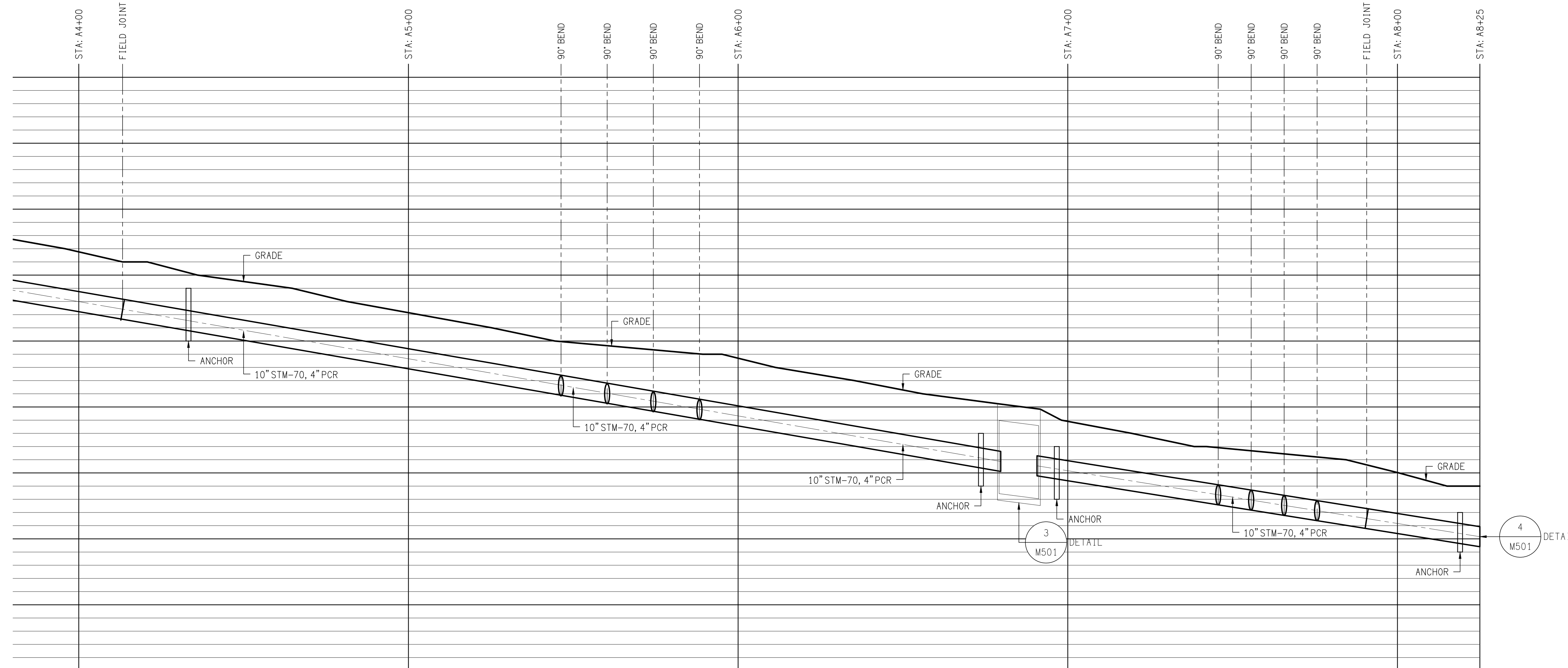
IU#20192158

INDIANA UNIVERSITY
BLOOMINGTON - SITE - FEE LANE STEAM SERVICE REPLACEMENT (PHASE-3)
BLOOMINGTON, INDIANA

MECHANICAL
PROFILE A



PROFILE "A"
SCALE: HORIZONTAL: 1" = 20'-0"
VERTICAL: 1" = 5'-0"



PROFILE "A"
SCALE: HORIZONTAL: 1" = 20'-0"
VERTICAL: 1" = 5'-0"

30x42in BORDER
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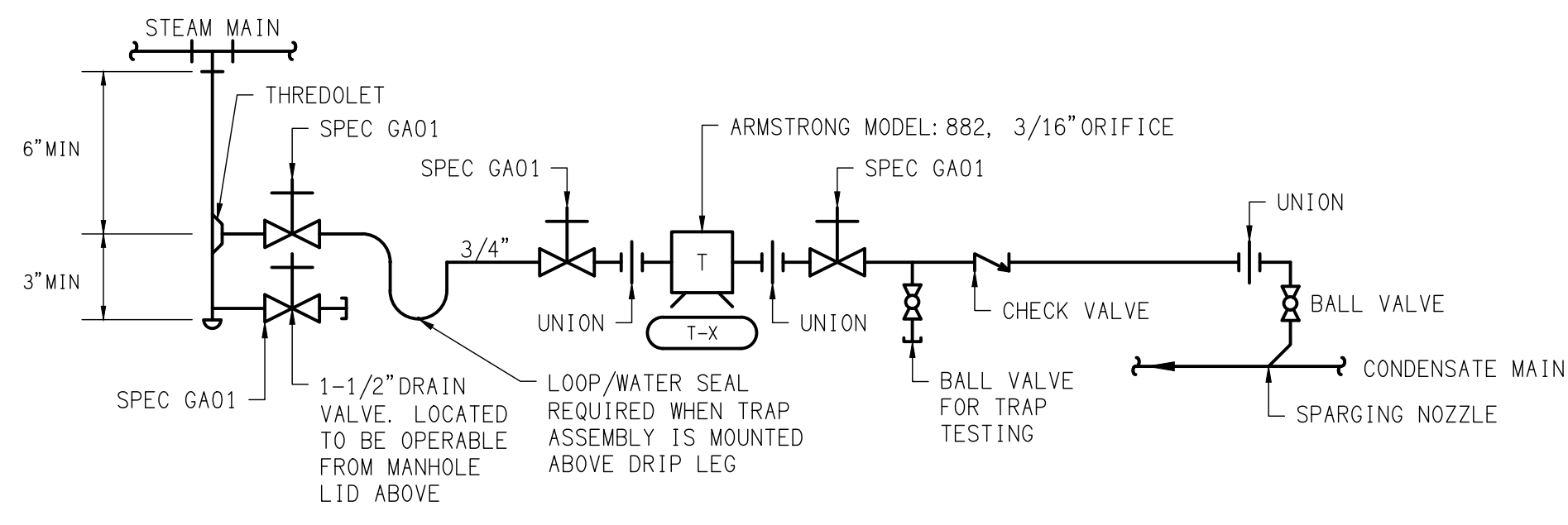
NOT FOR
CONSTRUCTION

REV	DATE	DESCRIPTION
A	01/12/21	ISSUED FOR BID

DESIGNER TJH
DRAFTER TJH
REVIEWED TZ
PROJECT NUMBER 10653.850

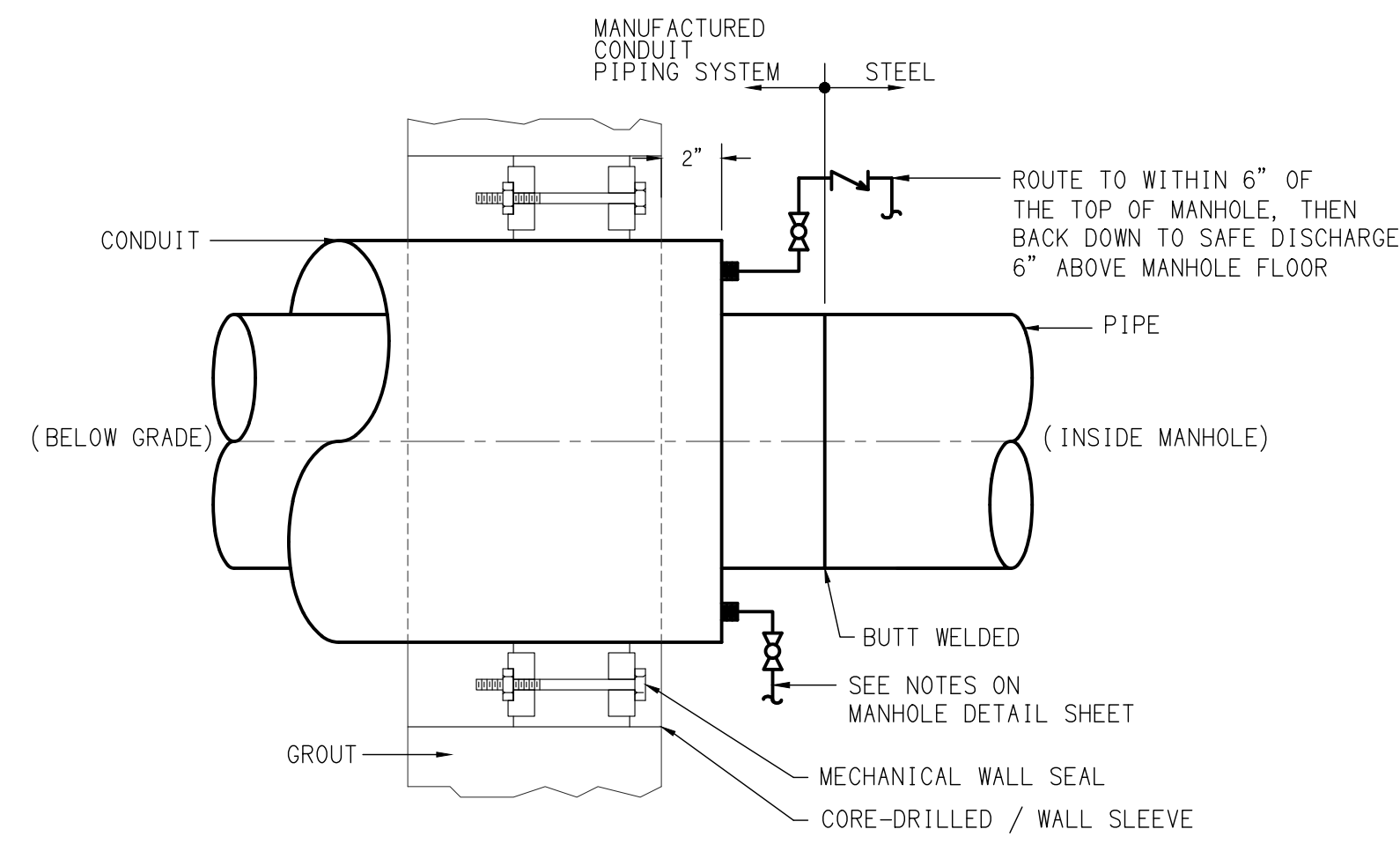
MECHANICAL
PROFILE A
M400
DRAWING NUMBER

0 1/4 1/2 1 GRAPHIC SCALE 2



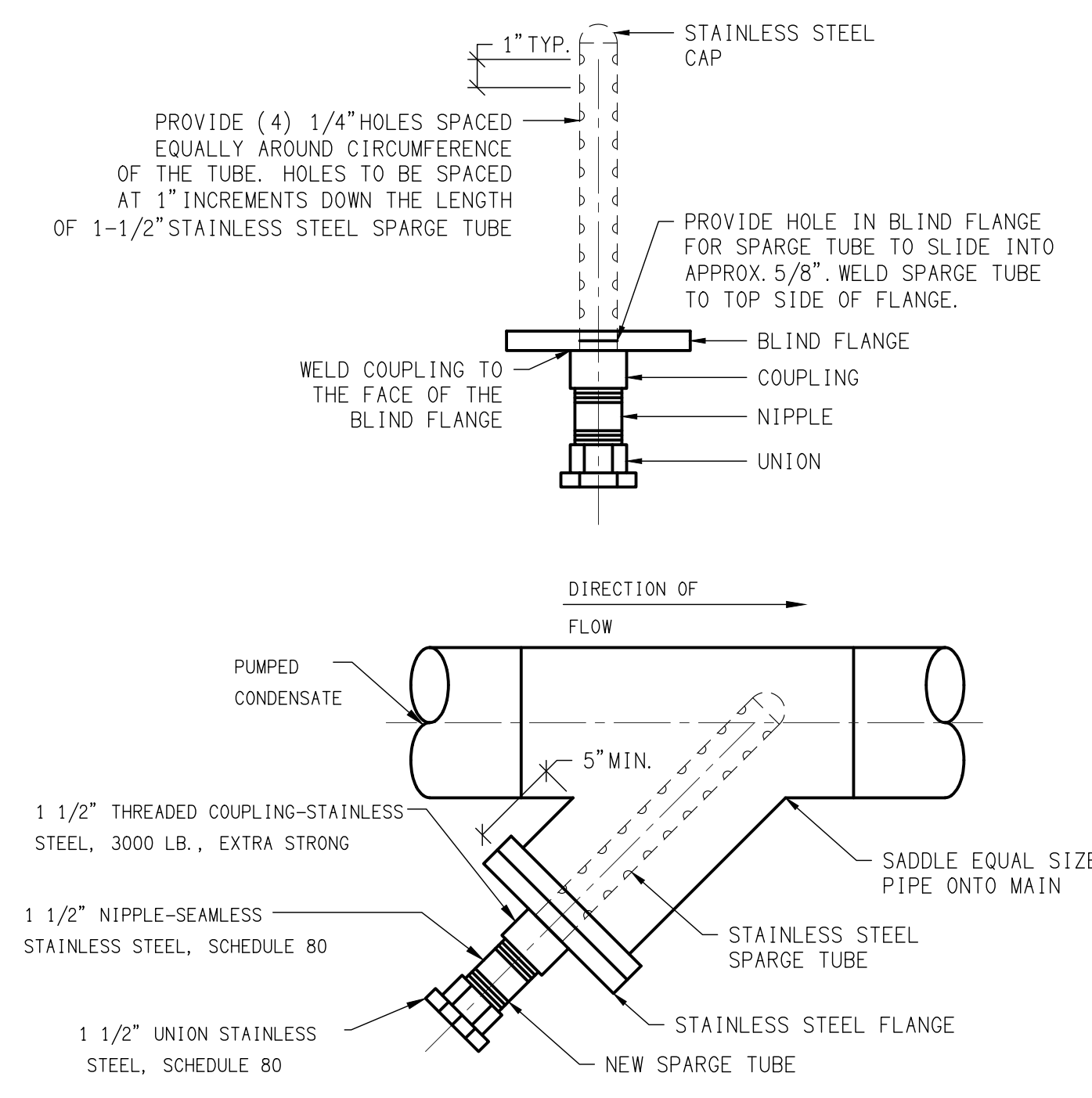
DETAIL - TRAP ASSEMBLY
SCALE: NONE

A
M500



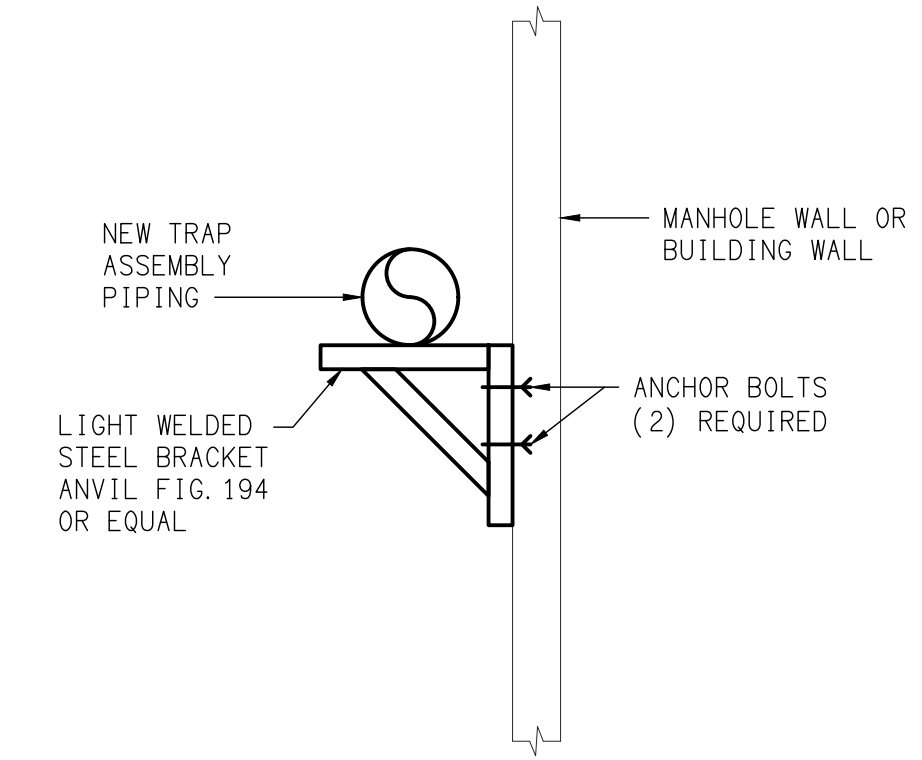
DETAIL-WALL PENETRATION
SCALE: NONE

B
M500



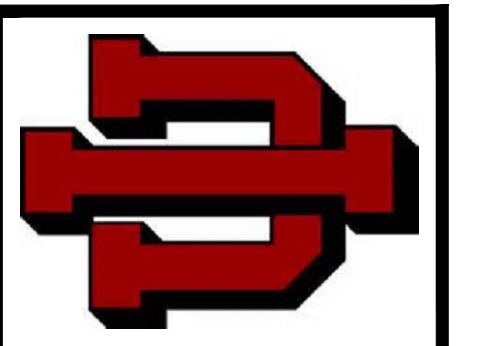
DETAIL - SPARGING NOZZLE
SCALE: NONE

C
M500



DETAIL- PIPE / TRAP SUPPORT
SCALE: NONE

D
M500



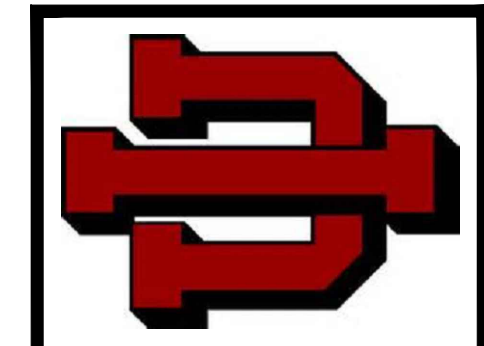
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MECHANICAL ENGINEERING
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REV	DATE	DESCRIPTION
A	01/12/21	ISSUED FOR BID

DESIGNER	TJH
DRAFTER	TJH
REVIEWED	TZ
PROJECT NUMBER	10653.850

MECHANICAL
DETAILS
M500
DRAWING NUMBER



IU#20192158

INDIANA UNIVERSITY
BLOOMINGTON - SITE - FEE LANE STEAM SERVICE REPLACEMENT (PHASE-3)
BLOOMINGTON, INDIANA
MECHANICAL
DETAILS

30x20in BORDER
THERMALTECH
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CONSTRUCTION

REV	DATE	DESCRIPTION

DESIGNER: TJH
 DRAFTER: TJH
 REVIEWED: TZ
 PROJECT NUMBER: 10653.850

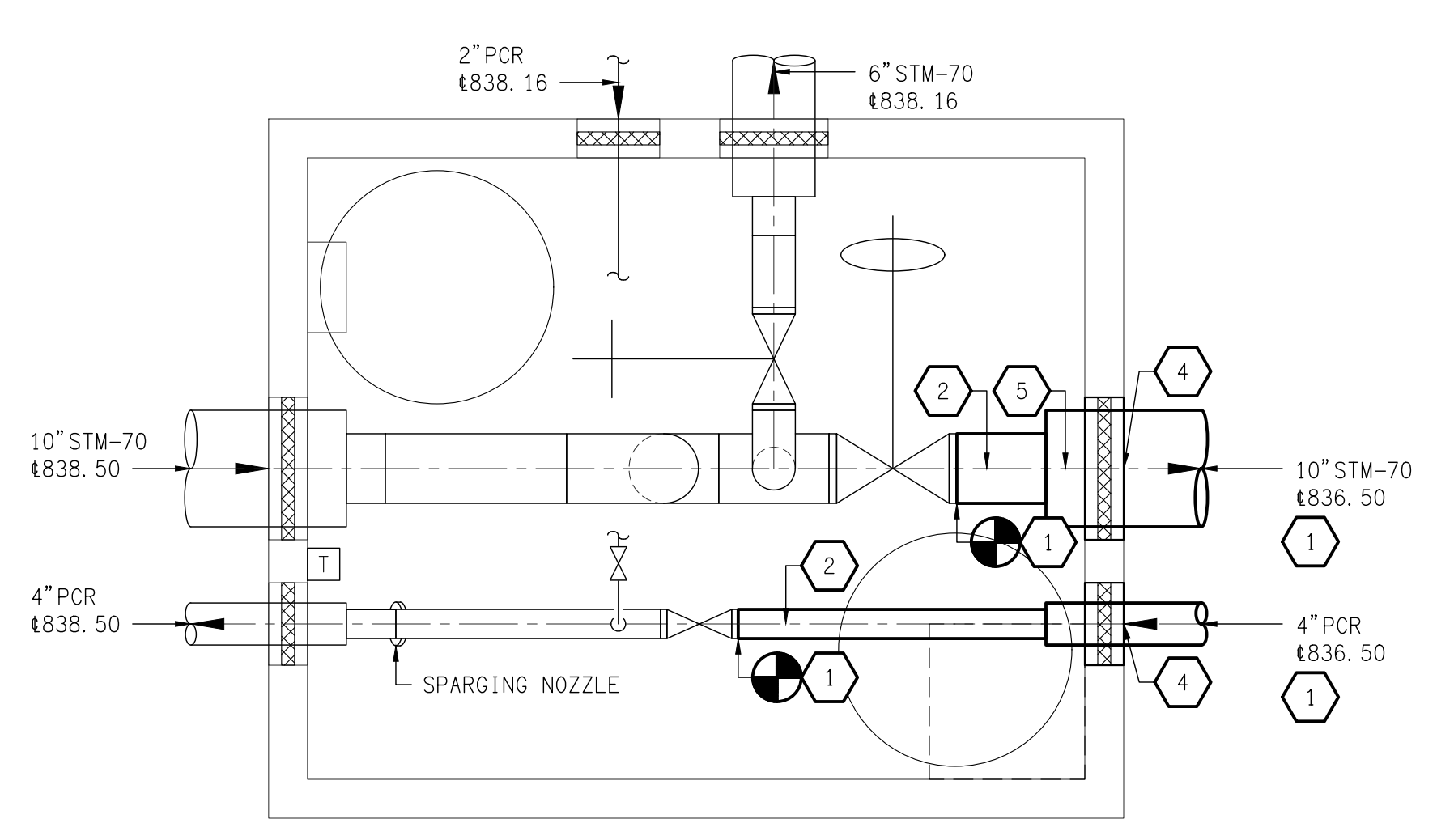
MECHANICAL
 DETAILS
M501
 DRAWING NUMBER

DRAWING NOTES
 DRAWING M501

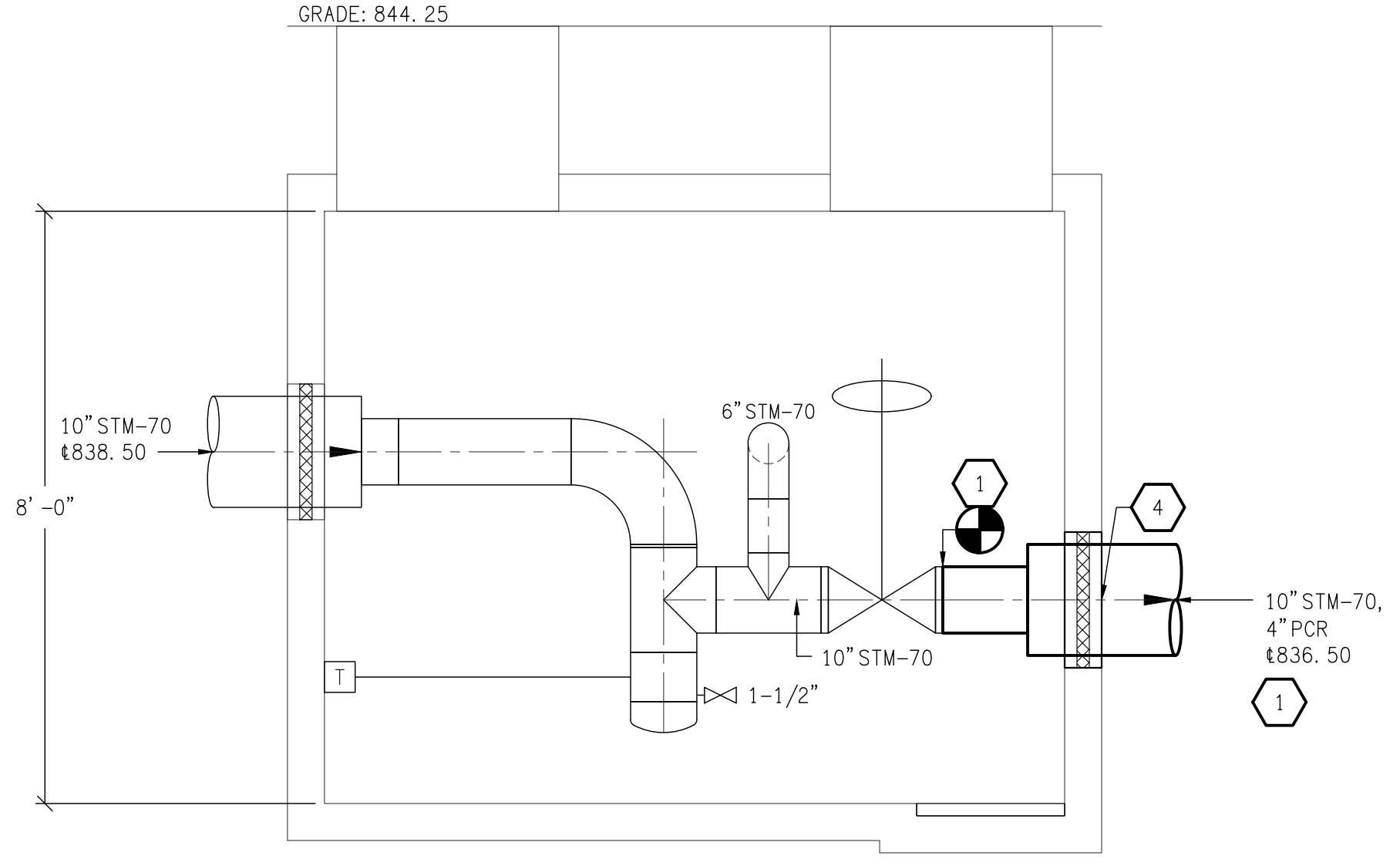
1. PROVIDE STM-70 AND PUMPED CONDENSATE RETURN PIPING AS INDICATED.
2. PROVIDE INSULATION FOR MANHOLE PIPING PER SPECIFICATION 15200.
3. PROVIDE FULL SIZE DRIP LEG WITH CONNECTION TO STEAM TRAP STATION AT 3 INCHES ABOVE BOTTOM. SEE SHEET M500 FOR TRAP AND PIPING SUPPORT DETAILS.
4. PROVIDE WALL PENETRATION AND HIGH TEMPERATURE LINK SEAL AT WALL. SEE SHEET M500 FOR DETAIL. COREDRILLS MAY BE LARGER AND OFF CENTER FROM THE EXISTING CENTERLINES. CONTRACTOR TO PROVIDE ANY SLEEVES AND GROUT TO ENSURE THE PENETRATIONS ARE ALL WATER TIGHT.
5. EXTEND STEAM CONDUIT VENT CONNECTION TO 6 INCHES BELOW MANHOLE OR MECHANICAL ROOM CEILING THEN BACK DOWN TO 6 INCHES ABOVE THE FLOOR PER DETAIL ON SHEET M500. LOCATE CHECK VALVE IN HORIZONTAL PIPING TO PREVENT FLOODING OF CONDUIT SYSTEM. EXTEND STEAM CONDUIT DRAIN CONNECTION TO 6 INCHES ABOVE MANHOLE FLOOR AND OR MECHANICAL ROOM FLOOR. PROVIDE END SEALS AND GLAND SEALS PER MANUFACTURERS RECOMMENDATIONS.
- 6.
7. CONTRACTOR TO SEAL AND PATCH ABANDONED CORE DRILL WITH LIKE MATERIALS AND SEAL WATERTIGHT.
8. PROVIDE SPARGE TUBE AS INDICATED. SEE SHEET M500 FOR DETAIL.
9. PROVIDE 1-1/2 INCH DRAIN VALVE WITH CAP OFF SIDE OF DRIP LEG. SPEC GAGS OR GLIO.
10. PROVIDE STEAM TRAP AND PIPE SUPPORTS AS INDICATED. FOR PIPE TRIM AND DETAILS SEE SHEET M500.
11. COORDINATE ALL VALVE STEM LOCATIONS WITH OWNER AND OWNERS REP.
12. PROVIDE PIPE STUB AND CAP WITH TEST VALVE FOR FUTURE CONNECTION.
13. CONTRACTOR TO PROVIDE 4 INCH TAP AND VALVE TO BE USED FOR TEMPORARY BOILER SYSTEM DURING CONSTRUCTION.
- 14.
- 15.

GENERAL NOTES

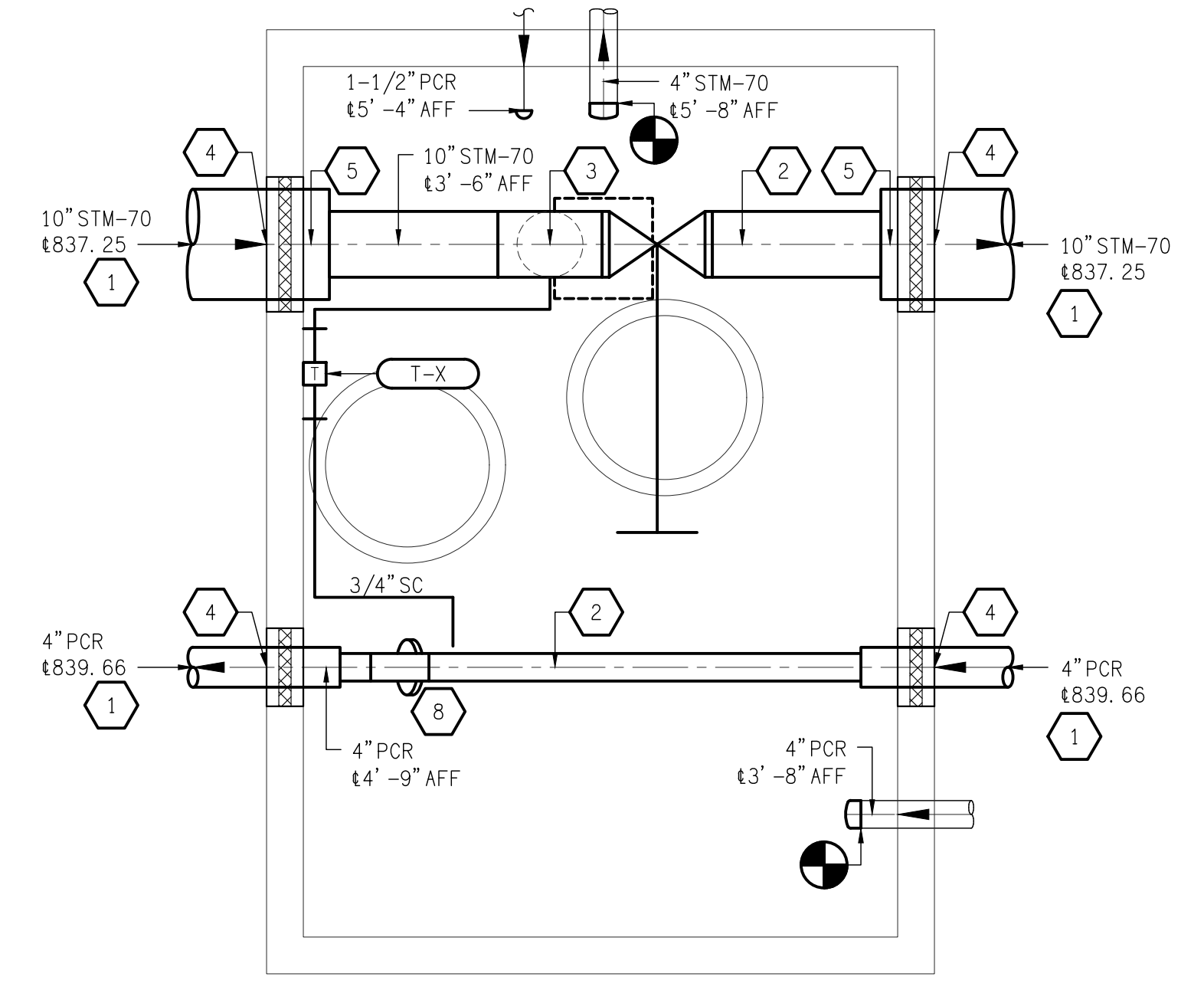
- A FOR KEY PLAN AND DRAWING INDEX SEE DRAWING CS001
 B FOR LEGEND AND SYMBOLS SEE DRAWING M001.
 C FOR GENERAL NOTES SEE DRAWING M001.



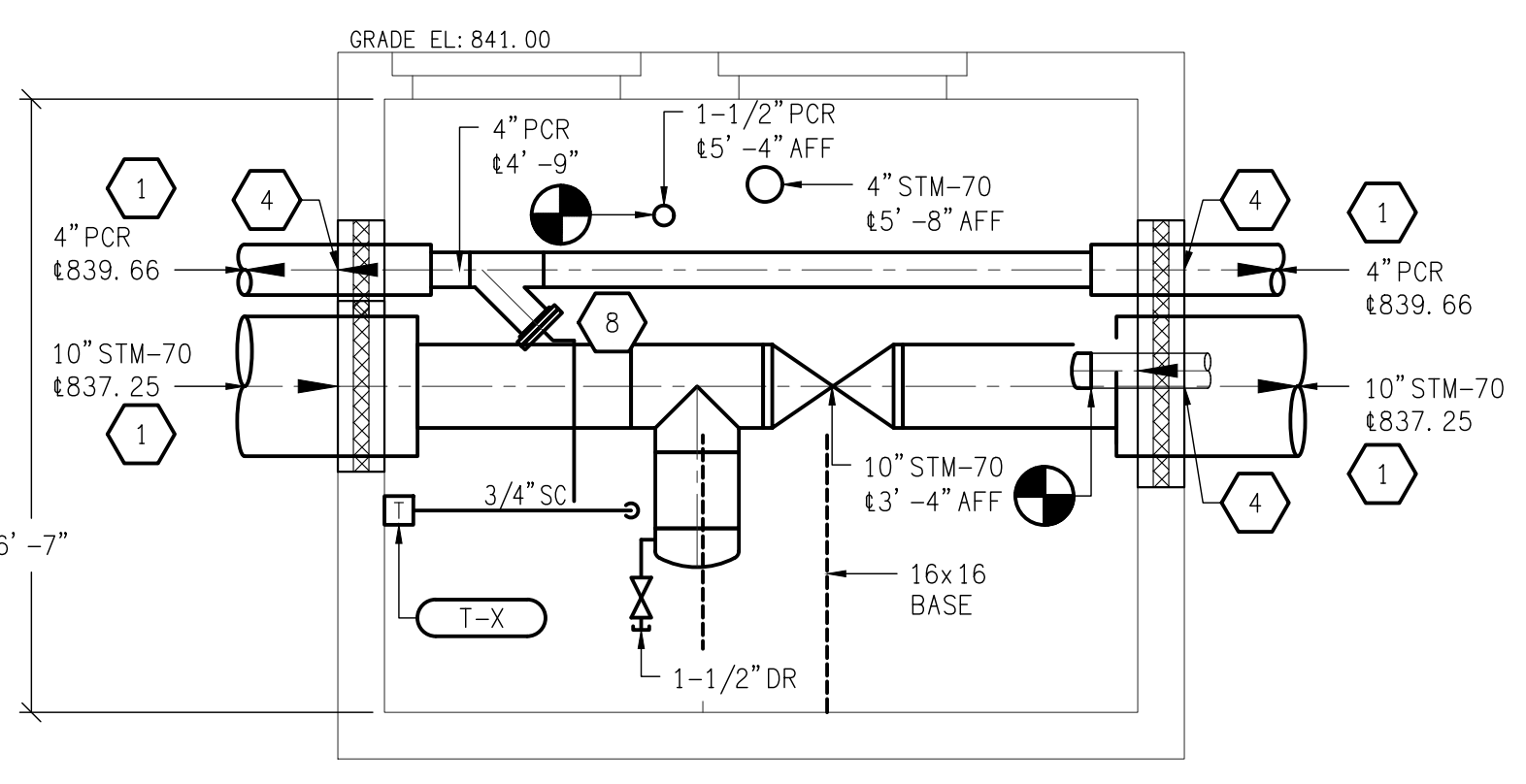
PLAN - MH R47-H21
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 NORTH



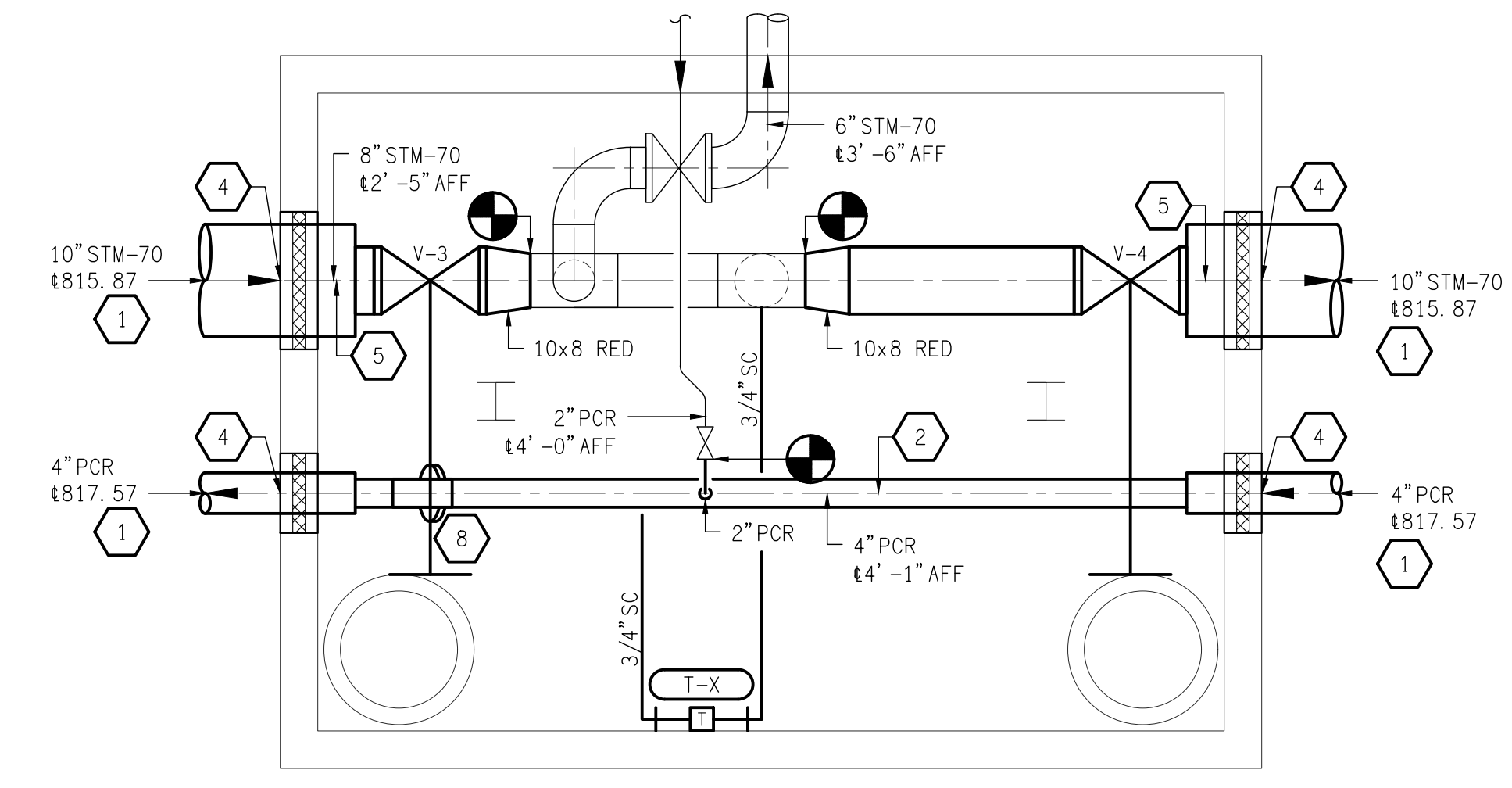
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 SCALE: 1/2" = 1'-0"
 NORTH



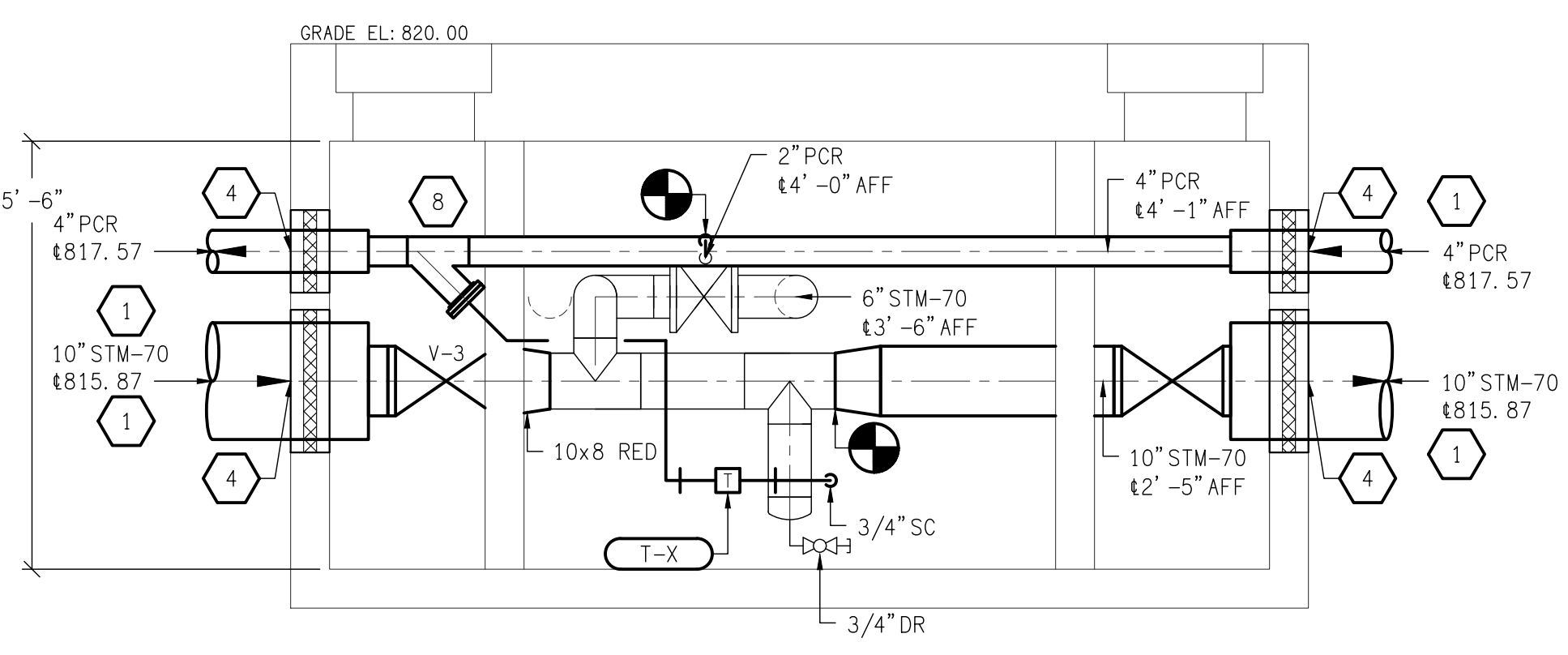
PLAN - MH R47-H15
 SCALE: 1/2" = 1'-0"
 NORTH



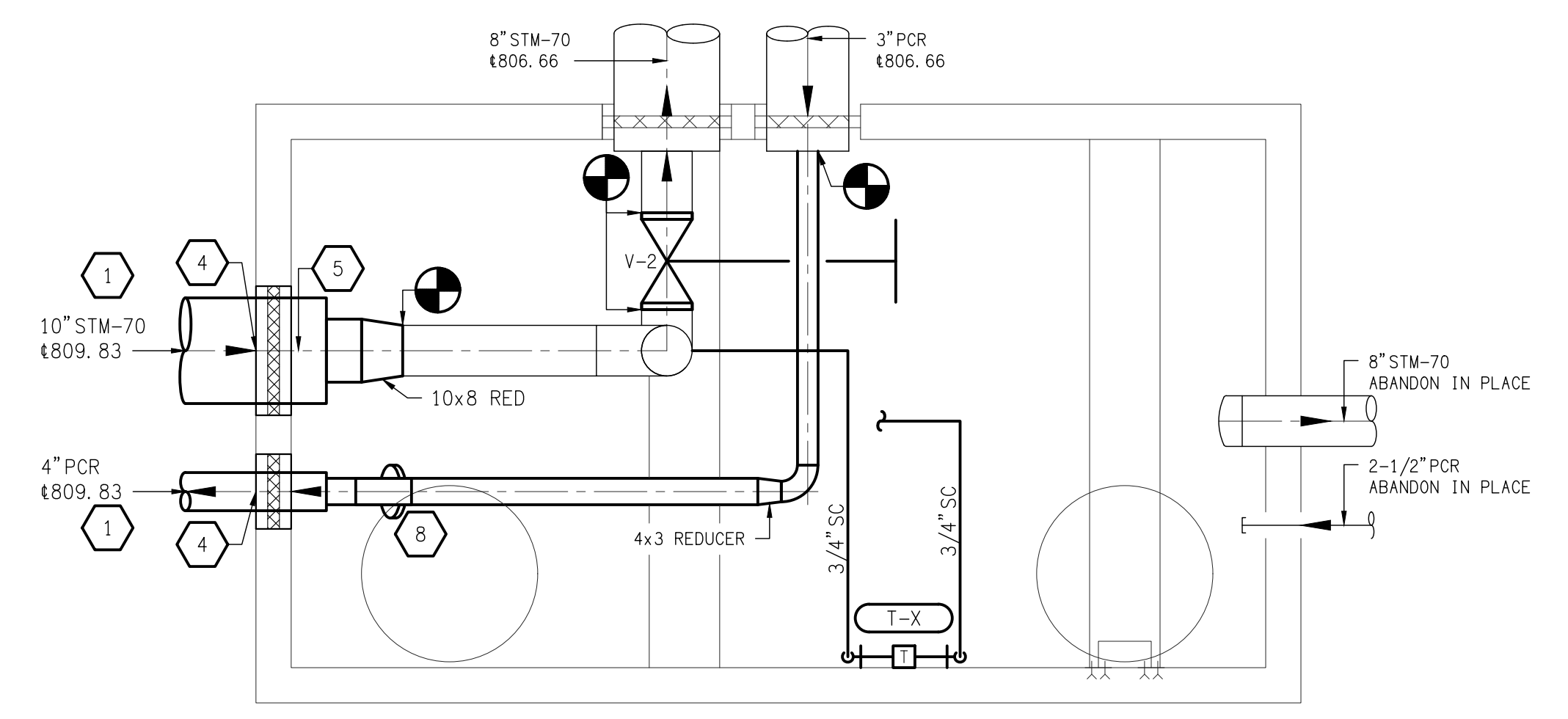
SECTION - MH R47-H15
 SCALE: 1/2" = 1'-0"
 WEST



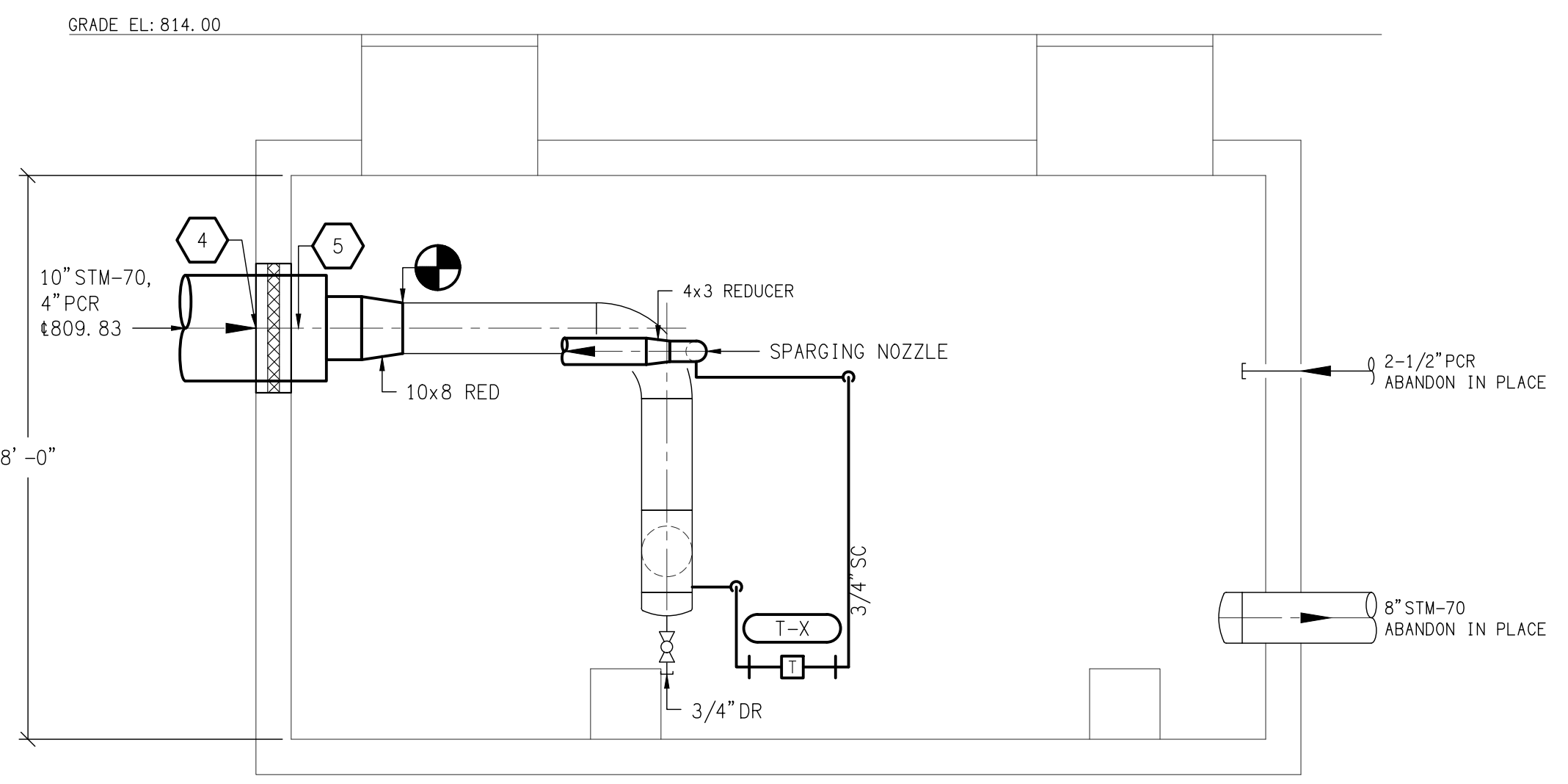
PLAN - MH R47-H17
 SCALE: 1/2" = 1'-0"
 NORTH



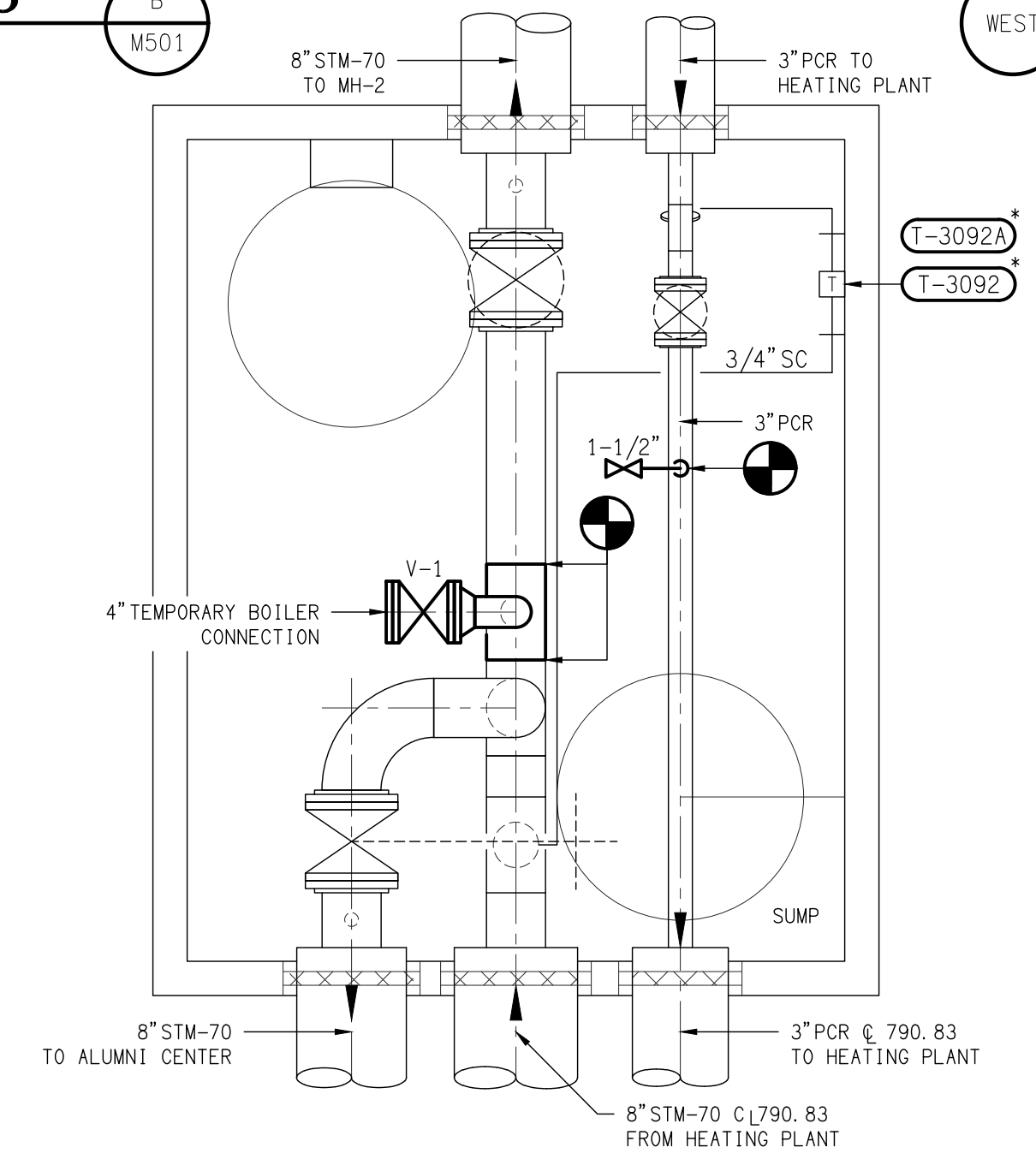
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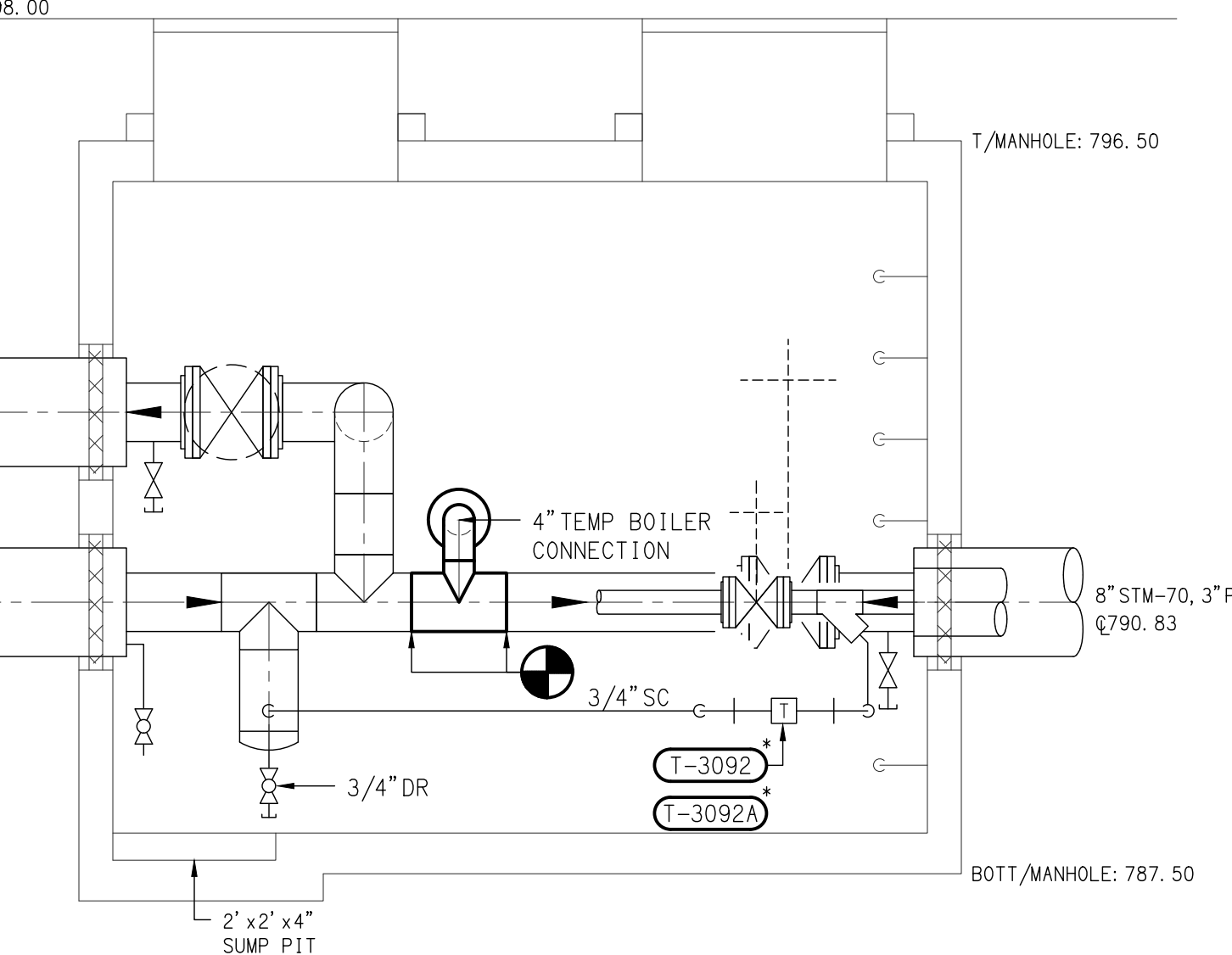
PLAN - MH R48-H06
 SCALE: 1/2" = 1'-0"
 NORTH



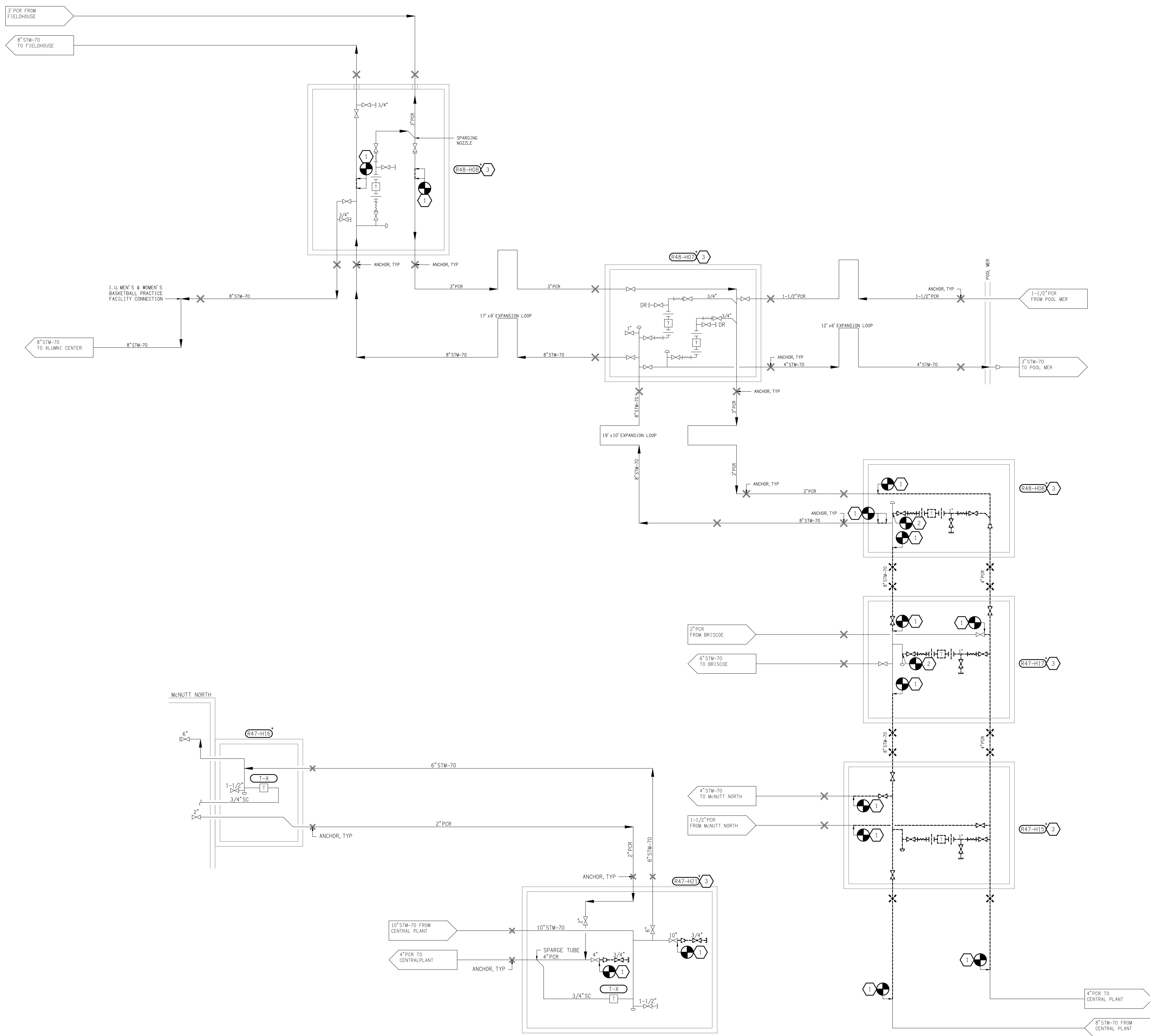
SECTION - MH R48-H06
 SCALE: 1/2" = 1'-0"
 WEST



PLAN - MH R48-H08
 SCALE: 1/2" = 1'-0"
 NORTH



SECTION - MH R48-H08
 SCALE: 1/2" = 1'-0"
 WEST

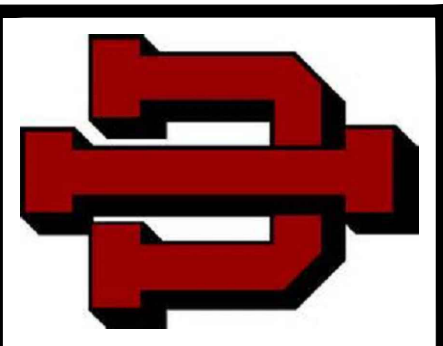


DRAWING NOTES
DRAWING M600

- 1 CONTRACTOR TO REMOVE EXISTING STM-70 AND PUMPED CONDENSATE RETURN PIPING TO ALLOW NEW PIPING SYSTEM INSTALLATION AS INDICATED.
- 2 DEPENDING ON TIMING OF DEMOLITION CONTRACTOR TO MAKE TEMPORARY PROVISIONS TO ALLOW STEAM BLOWDOWN OF ANY TRAPS REMOVED.
- 3 CONTRACTOR TO PERFORM GENERAL CLEANUP OF THE EXISTING MANHOLES BEFORE AND AFTER CONSTRUCTION.

GENERAL NOTES

- A FOR KEY PLAN AND DRAWING INDEX SEE DRAWING CS001
- B FOR LEGEND AND SYMBOLS SEE DRAWING M001.
- C FOR GENERAL NOTES SEE DRAWING M001.



INDIANA UNIVERSITY
BLOOMINGTON, INDIANA
MECHANICAL PIPING & INSTRUMENTATION DIAGRAM - DEMO

IU#20192188

30x20in BORDER
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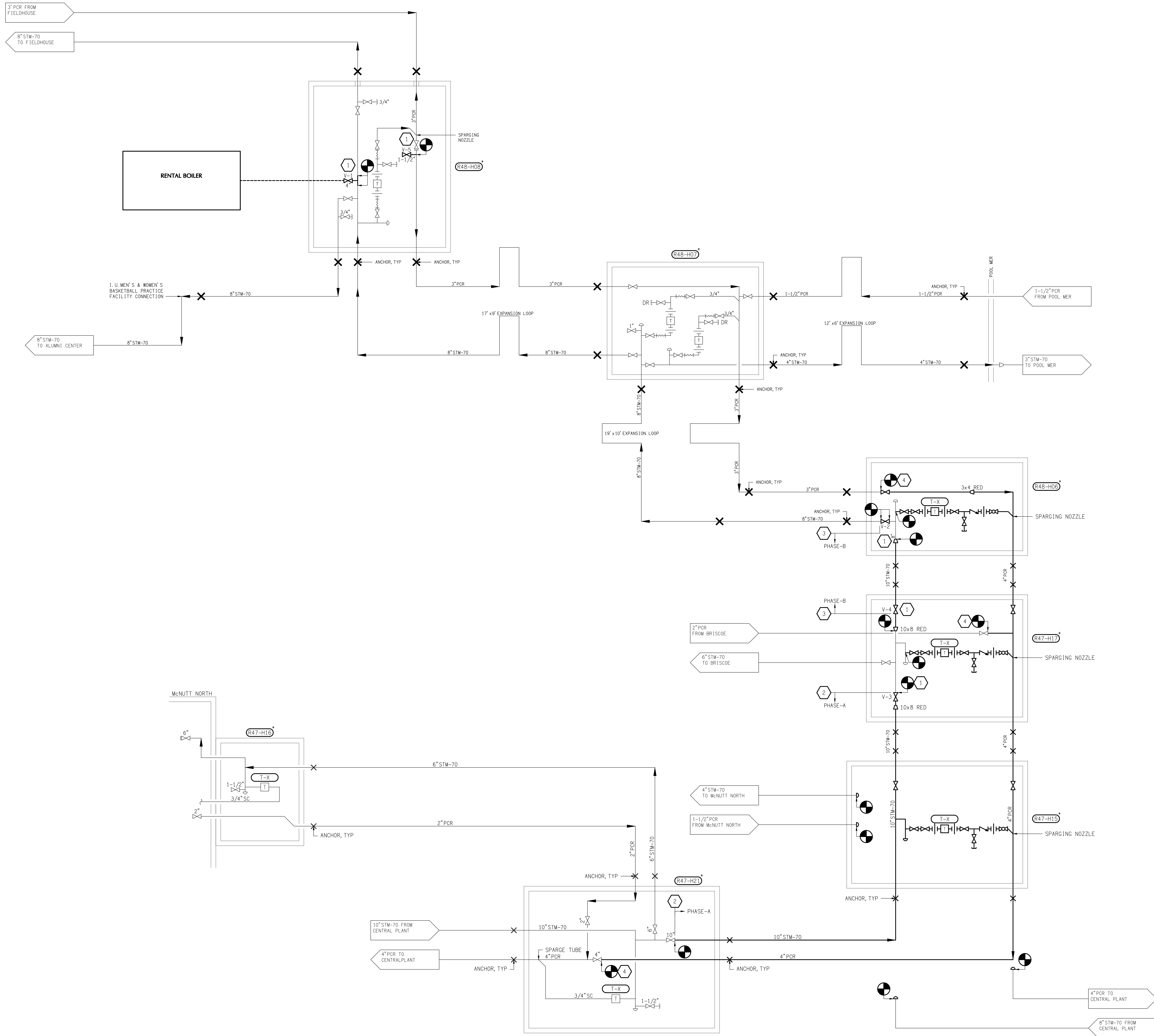
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	01/12/21	ISSUED FOR BID

DESIGNER TJH
DRAFTER TJH
REVIEWED TZ
PROJECT NUMBER 10653.850

MECHANICAL PIPING & INSTRUMENTATION DIAGRAM - DEMO
M600
DRAWING NUMBER

0 1/4 1/2 1 GRAPHIC SCALE 2

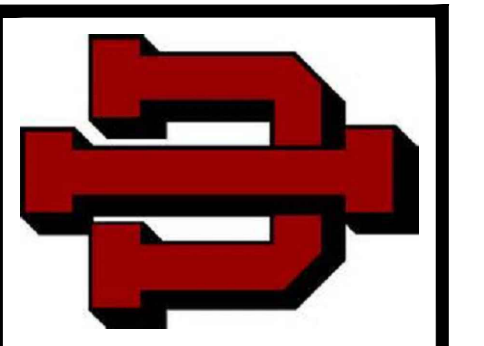


DRAWING NOTES
DRAWING M601

1. PROVIDE VALVES LABELED V-1, 2, 3 AND 5 DURING A LONG SHIFT OUTAGE. CONTRACTOR TO PRICE ANY PREMIUM TIME INCLUDED TO COMPLETE WORK WITH IN A SINGLE LONG SHIFT.
2. PHASE-A WORK TO BE PERFORMED WHILE PHASE-B IS ENERGIZED. THIS WORK STARTS AT THE TIE POINT V-3 LOCATED IN R47-H17
3. PHASE-B WORK TO BE PERFORMED WHILE PHASE-A WORK IS ENERGIZED. THIS WORK STARTS AT THE TIE POINT V-4 LOCATED IN R47-H17 TO THE TIE POINT V-2 LOCATED IN R48-H06.
4. PUMPED CONDENSATE RETURN PIPING CAN BE INSTALLED SIMULTANEOUSLY WITH THESE PHASES. TEMPORARY BLOWDOWN OR REMOVED STEAM TRAPS IS ON THE CONTRACTOR. INDIANA UNIVERSITY WILL BE DUMPING ALL BUILDING CONDENSATE IN THE BUILDING MECHANICAL EQUIPMENT ROOMS.

GENERAL NOTES

- A. FOR KEY PLAN AND DRAWING INDEX SEE DRAWING CS001
- B. FOR LEGEND AND SYMBOLS SEE DRAWING M001.
- C. FOR GENERAL NOTES SEE DRAWING M001.



IUH#20192158

INDIANA UNIVERSITY
BLOOMINGTON, INDIANA
MECHANICAL
PIPING & INSTRUMENTATION DIAGRAM - NEW WORK

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MECHANICAL ENGINEERING
ANALYSIS/DESIGN/CONSTRUCTION
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INDIANAPOLIS, INDIANA

NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION

DESIGNER: TJH
DRAFTER: TJH
REVIEWED: TZ
PROJECT NUMBER: 10653.850

MECHANICAL
PIPING & INSTRUMENTATION DIAGRAM - NEW WORK
M601
DRAWING NUMBER

0 1/4 1/2 1 GRAPHIC SCALE 2

N. Woodlawn Ave

E 17th Street

E 13th Street

2
Lane

Defour
↓

Defour
↑
Road closed
Ahead
Utility
Work
Ahead
Look
Ahead

Defour
↑

Defour
→

Defour
↑

Defour
↑
Type 3
barricade

Road closed
Type 3
barricade

Defour
↓

Law
law

Utility
Work
Ahead

Road
closed
Ahead

Defour
↓

No Left turn



Board of Public Works Staff Report

Project/Event: 2021 Morton Garage Repair Project
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 05.11.2021

Report:

We held open bidding for the Morton Street Garage Repair Project. This is the final repairs as described in the 2017 CE Solutions Repair Recommendations. Repairs Include:

- Exterior Repairs on Concrete
- Expansion Joint Replacement
- Sealing of Barrier cables
- Stair tread nosing repair

The following bids were received:

Contractor Bid List

Project: 2021 Morton Street Garage Repair Project			
Contractor	Contact Information	Date of Walkthrough	Bid Amount
Browning & Chapman	Allen Browning	Virtual	\$ 76,700.00
The New Group	Ryan Hill	Virtual	\$ 75,000.00
Ann-Kris	Dave Padgett	Virtual	\$ 148,927.00

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

Lacy Construction Group, Inc. DBA The New Group

FOR

2021 Morton Street Garage Repairs

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and The New Group, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the repair of the Morton Street Garage, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 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 **Seventy-Five Thousand Dollars (\$75,000.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 **Engineer** CE Solutions 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. 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	The New Group
Attn: Ryan Daily, Garage Manager	ATTN: W. Ryan Hill, Project Manager
245 W 7 th Street	1339 Sunday Drive
Bloomington, Indiana 47404	Indianapolis, IN 46217

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

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"

2021 Repair of the Morton Street Garage

This project shall include, but is not limited to: Repair of all items listed in the 2021 CE Solutions Project Number 20-109 Bid Drawing and Documents.

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) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

City of Bloomington Contract and Purchase Justification Form

Vendor: The New Group

Contract Amount: \$75,000

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.

# of Submittals: 3	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"/>		<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:

Vendor was selected based upon lowest bid.

Ryan Daily

Garage Manager

Public Works - Parking Services

Print/Type Name

Print/Type Title

Department



Board of Public Works Staff Report

Project/Event: Award Construction Contract to Milestone Contractors, LP for the 7th Street Protected Bike Lane Improvement Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: May 11th, 2021

Report: This project will install physically protected bicycle lanes on 7th Street, improve pedestrian facilities, and improve transit accessibility from the B-Line Trail to Woodlawn Avenue as part of the City's bicentennial bond package. Bids were opened May 10th, 2021 from the following three contractors;

- Milestone Contractors, LP, \$2,569,500.00 (apparent low bidder)
- Crider & Crider, Inc. \$2,689,427.45
- E & B Paving, LLC \$2,847,950.00

Milestone Contractors, LP has been determined to be the lowest responsive and responsible bidder with a bid of \$2,572,455.00 (the difference in the opening amount and award amount is due to a math error on the unit price sheet).

If awarded, construction on the project will begin in early June, and continue throughout the year. During construction, the eastbound lane of 7th Street will be closed to traffic. Additionally, some sidewalks closures and periodic closures of westbound traffic will be required. A provision in the contract documents will require that all travel lanes and sidewalks east of Indiana are to be reopened to traffic prior to August 9th and the return of Indiana University Students.

Staff has reviewed the Milestone Contractors, LP bid and found it to be the least responsive and responsible bid.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

MILESTONE CONTRACTORS, LP

FOR

7th Street Protected Bike Lane Improvements

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of a protected bike lane along 7th Street from the B-line trail to the intersection of East 7th Street and North Woodlawn Avenue (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 one hundred fifty (150) 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

- a. Has formulated its own 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	Milestone Contractors, LP
Attn: Roy Aten	Attn: Aaron Chandler
P.O. Box 100 Suite 130	4755 W. Arlington Road
Bloomington, Indiana 47402	Bloomington, IN 47404

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has

enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

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"

7th Street Protected Bike Lane Improvements

This project shall include, but is not limited to, *installation of a protected bike lane along 7th Street from the B-line trail to the intersection of East 7th Street and North Woodlawn Avenue.*

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 MONROE)

AFFIDAVIT

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

1. The undersigned is the DIRECTOR OF ESTIMATING of
(job title)
MILESTONE CONTRACTORS, LP
(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.	TRENCH BOX	LS	\$5,000.00	1	\$5,000.00
B.					
C.					
D.					
				Total	\$ 5,000.00

Method of Compliance (Specify) TRENCH BOX , SHORING AS NEEDED

Date: MAY 10, 20 21

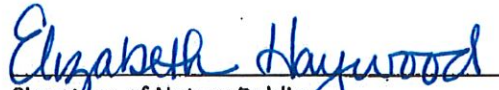

Signature

AARON CHANDLER
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 10 day of MAY, 20 21.

My Commission Expires: 1/20/22


Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

Commission #: 650382

*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 MONROE)

E-Verify AFFIDAVIT

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

- 1. The undersigned is the DIRECTOR OF ESTIMATING of MILESTONE CONTRACTORS, LP.
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
AARON CHANDLER
Printed Name

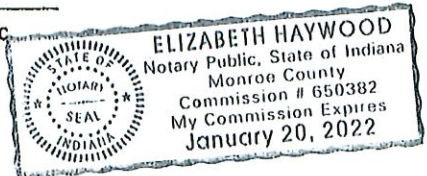
STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 10 day of MAY, 2021.

My Commission Expires: 1/20/22
Signature of Notary Public

County of Residence: MONROE ELIZABETH HAYWOOD
Printed Name of Notary Public

Commission #: 650382



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 MONROE)

AFFIDAVIT

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

1. The undersigned is the DIRECTOR OF ESTIMATING of
(job title)
MILESTONE CONTRACTORS, LP
(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.



Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER
and acknowledged the execution of the foregoing this 10 day of MAY, 2021.

My Commission Expires: 1/20/22 Elizabeth Haywood
Signature of Notary Public

County of Residence: MONROE ELIZABETH HAYWOOD
Printed Name of Notary Public

Commission #: 650382



ATTACHMENT 'E'

"Unit Prices"



City of Bloomington
Engineering Department

ATTACHMENT 'E'

Letting Date: May 10th, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 4

Project Title : 7th Street Protected Bike Lane Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1 LS		\$33,432.05	\$33,432.05
002	109-08359	LIQUIDATED DAMAGES	1 DOL		\$1.00	\$1.00
003	110-01001	MOBILIZATION AND DEMOBILIZATION	1 LS		\$125,000.00	\$125,000.00
004	201-02255	TREE 18 IN., REMOVE	7 EACH		\$1,800.00	\$12,600.00
005	201-52370	CLEARING RIGHT OF WAY	1 LS		\$65,000.00	\$65,000.00
006	202-02240	PAVEMENT REMOVAL	1710 SYS		\$30.00	\$51,300.00
007	202-02637	PIPE ABANDON AND GROUT FILL	155 LFT		\$25.00	\$3,875.00
008	203-02000	EXCAVATION, COMMON	2080 CYS		\$53.10	\$110,448.00
009	205-12108	STORM WATER MANAGEMENT BUDGET	7000 DOL		\$1.00	\$7,000.00
010	207-08264	SUBGRADE TREATMENT, TYPE II	1120 SYS		\$30.00	\$33,600.00
011	207-09935	SUBGRADE TREATMENT, TYPE IC	1049 SYS		\$57.00	\$59,793.00
012	211-09265	STRUCTURE BACKFILL, TYPE 2	68 CYS		\$61.00	\$4,148.00
013	301-12234	COMPACTED AGGREGATE NO 53	285 CYS		\$110.00	\$31,350.00
014	302-07455	DENSE GRADED SUBBASE	15 CYS		\$315.00	\$4,725.00
015	304-07491	HMA PATCHING, TYPE C	480 TON		\$169.00	\$81,120.00
016	306-08034	MILLING, ASPHALT, 1 1/2 IN.	14450 SYS		\$2.50	\$36,125.00
017	401-10258	JOINT ADHESIVE, SURFACE	6370 LFT		\$0.52	\$3,312.40
018	401-10259	JOINT ADHESIVE, INTERMEDIATE	105 LFT		\$9.54	\$1,001.70
019	401-11785	LIQUID ASPHALT SEALANT	6370 LFT		\$0.35	\$2,229.50
020	402-07434	HMA SURFACE, TYPE C	1425 TON		\$133.15	\$189,738.75
021	402-07439	HMA INTERMEDIATE, TYPE C	120 TON		\$275.50	\$33,060.00
022	402-07442	HMA BASE, TYPE C	340 TON		\$173.50	\$58,990.00
023	406-05521	ASPHALT FOR TACK COAT	17745 SYS		\$0.17	\$3,016.65
024	502-09531	PCCP, PEDESTRIAN CROSSINGS	141 SYS		\$195.85	\$27,614.85
025	506-06333	PCCP PATCHING, FULL DEPTH	940 SYS		\$71.00	\$66,740.00
026	604-06070	SIDEWALK CONCRETE, 4 IN	300 SYS		\$148.50	\$44,550.00

Continued on next page.



Project Title : 7th Street Protected Bike Lane Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
027	604-08086	CURB RAMP, CONCRETE	560	SYS	\$272.00	\$152,320.00
028	604-12083	DETECTABLE WARNING SURFACES	135	SYS	\$321.00	\$43,335.00
029	604-95344	HAND RAIL, PEDESTRIAN	85	LFT	\$585.00	\$49,725.00
030	604-07824	STAMPED CONCRETE, 6 IN	810	SYS	\$155.00	\$125,550.00
031	604-07825	STAMPED CONCRETE, 10 IN	310	SYS	\$167.00	\$51,770.00
032	605-06120	CURB, CONCRETE (VERTICAL)	3665	LFT	\$39.25	\$143,851.25
033	605-06235	CENTER CURB, D CONCRETE MODIFIED	980	LFT	\$100.75	\$98,735.00
034	605-06121	CURB, CONCRETE B (SLOPING)	3060	LFT	\$40.00	\$122,400.00
035	605-90726	CURB, CONCRETE B (DEPRESSED)	1090	LFT	\$40.00	\$43,600.00
036	610-08446	PCCP FOR APPROACHES, 6 IN.	98	SYS	\$186.75	\$18,301.50
037	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	\$1,000.00	\$2,000.00
038	720-07308	CHANNEL DRAIN & GRATE	24	EACH	\$1,435.00	\$34,440.00
039	616-11736	DECORATIVE STONE	42	TON	\$80.50	\$3,381.00
040	301-12233	COMPACTED AGGREGATE NO 8	57	TON	\$49.59	\$2,826.63
041	401-93813	SAND (ASTM C33)	30	TON	\$206.50	\$6,195.00
042	621-09908	BIOSOIL	133	CYS	\$212.00	\$28,196.00
043	621-06570	PLANTING SOIL MIX	23	CYS	\$116.00	\$2,668.00
044	621-10164	STRUCTURAL SOIL	0	CYS	\$0.00	\$0.00
045	621-06575	SODDING, NURSERY	168	SYS	\$41.50	\$6,972.00
046	621-98038	MULCH HARDWOOD SHREDDED BARK	30	CYS	\$116.00	\$3,480.00
047	622-05639	PLANT, DECIDUOUS SHRUB, 18 TO 24 IN.	78	EACH	\$71.50	\$5,577.00
048	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	34	EACH	\$605.00	\$20,570.00
049	622-05654	PLANT, PERENNIAL	97	EACH	\$24.00	\$2,328.00
050	622-05654	PLANT, PERENNIAL, 4" POT	239	EACH	\$12.00	\$2,868.00
051	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	360	LFT	\$59.50	\$21,420.00
052	715-91742	WATER METER RELOCATE	2	EACH	\$3,000.00	\$6,000.00
053	720-44000	CASTING, ADJUST TO GRADE	3	EACH	\$522.00	\$1,566.00
054	720-45042	INLET, HA5	3	EACH	\$3,005.00	\$9,015.00

Continued on next page.



Project Title : 7th Street Protected Bike Lane Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
054	720-45270	PIPE CATCH BASIN, 18 IN.	9	EACH	\$2,905.00	\$26,145.00
055	720-45410	MANHOLE, C4	4	EACH	\$3,055.00	\$12,220.00
056	720-90984	MANHOLE, C2	3	EACH	\$3,290.00	\$9,870.00
057	720-97008	FIRE HYDRANT ASSEMBLY RELOCATE	2	EACH	\$5,150.00	\$10,300.00
058	720-98174	INLET, B15	8	EACH	\$2,955.00	\$23,640.00
059	720-98555	INLET, C15	6	EACH	\$3,133.00	\$18,798.00
060	801-01093	TEMPORARY WORKSITE SPEED LIMIT SIGN ASSEMBLY	2	EACH	\$775.00	\$1,550.00
061	801-03290	CONSTRUCTION SIGN, C	2	EACH	\$400.00	\$800.00
062	801-04308	ROAD CLOSURE SIGN ASSEMBLY	15	EACH	\$370.00	\$5,550.00
063	801-06625	DETOUR ROUTE MARKER ASSEMBLY	36	EACH	\$145.00	\$5,220.00
064	801-06640	CONSTRUCTION SIGN, A	34	EACH	\$244.00	\$8,296.00
065	801-06645	CONSTRUCTION SIGN, B	25	EACH	\$105.00	\$2,625.00
066	801-06775	MAINTAINING TRAFFIC	1	LS	\$124,498.72	\$124,498.72
067	801-07118	BARRICADE, III-A	324	LFT	\$15.00	\$4,860.00
068	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	208	LFT	\$20.00	\$4,160.00
069	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	109	SFT	\$31.00	\$3,379.00
070	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	0	SFT	\$0.00	\$0.00
071	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	2	EACH	\$1,600.00	\$3,200.00
072	805-01828	TRAFFIC SIGNAL HEAD REALIGN	6	EACH	\$205.00	\$1,230.00
073	805-02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	1	LS	\$525.00	\$525.00
074	805-04782	VIDEO VEHICLE DETECTOR SYSTEM, ADJUST	2	EACH	\$2,200.00	\$4,400.00
075	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	2	EACH	\$680.00	\$1,360.00
076	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN. (ARROW)	1	EACH	\$720.00	\$720.00
077	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN. (BIKE)	8	EACH	\$820.00	\$6,560.00
078	805-78420	DISCONNECT HANGER	3	EACH	\$340.00	\$1,020.00
079	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	500	LFT	\$2.50	\$1,250.00
080	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	800	LFT	\$2.60	\$2,080.00

Continued on next page.



Project Title : 7th Street Protected Bike Lane Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
081	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	84	LFT	\$4.80	\$403.20
082	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	44	LFT	\$36.00	\$1,584.00
083	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	31	EACH	\$146.00	\$4,526.00
084	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	1805	LFT	\$5.95	\$10,739.75
085	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, RAISED PEDESTRIAN PAVEMENT MARKING	13	EACH	\$300.00	\$3,900.00
086	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, GREEN CHEVRON	92	EACH	\$300.00	\$27,600.00
087	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON, WHITE	4	EACH	\$300.00	\$1,200.00
088	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	70	LFT	\$3.00	\$210.00
089	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	910	LFT	\$0.75	\$682.50
090	808-10118	"SHARKS TEETH", THERMOPLASTIC, YIELD LINE, WHITE	61	EACH	\$13.35	\$814.35
091	808-11493	LINE, THERMOPLASTIC, DOTTED, YELLOW, 4 IN.	635	LFT	\$3.00	\$1,905.00
092	808-75215	LINE, THERMOPLASTIC, SOLID, WHITE, 12 IN.	40	LFT	\$3.00	\$120.00
093	808-75240	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.	75	LFT	\$3.00	\$225.00
094	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	6955	LFT	\$0.80	\$5,564.00
095	808-75260	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12 IN.	75	LFT	\$3.00	\$225.00
096	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	24	LFT	\$3.05	\$73.20
097	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	205	LFT	\$6.00	\$1,230.00
098	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	36	EACH	\$118.00	\$4,248.00
099	808-96075	LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN.	173	LFT	\$4.00	\$692.00
100	808-99199	TRANSVERSE MARKING, PREFORMED PLASTIC, 36" SOLID GREEN	370	LFT	\$50.00	\$18,500.00
101	808-09968	PAVEMENT MARKING, GREEN LANE	1700	SFT	\$10.30	\$17,510.00
102	808-95935	CURB PAINTING, BLUE	30	LFT	\$10.00	\$300.00
103	808-95936	CURB PAINTING, GRAY	19	LFT	\$10.00	\$190.00
104	808-95933	CURB PAINTING, YELLOW	185	LFT	\$12.00	\$2,220.00
105	808-12274	TRANSVERSE MARKING, THERMOPLASTIC, PARKING "T", 3'X3', 4"	30	LFT	\$9.00	\$270.00
106	802-04089	SIGN, REMOVE	6	EACH	\$75.00	\$450.00
107	808-06716	LINE, REMOVE	270	LFT	\$3.00	\$810.00
108	605-06125	CURB, MODIFIED STRAIGHT (RAIN GARDENS)	723	LFT	\$115.00	\$83,145.00

BID:	\$2,572,455.00
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ESCROW AGREEMENT

7th Street Protected Bike Lane Improvements

THIS ESCROW AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Milestone Contractors, LP, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the _____ day of _____, 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: Milestone Contractors, LP
Address: 4755 W. Arlington Rd
City/State: Bloomington, IN 47404
Attn: Aaron Chandler, Director of Estimating

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: 7th Street Protected Bike Lane Improvement

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

Contractor

By: _____
Andrew Cibor, City Engineer
City of Bloomington

By: _____

Printed Name: _____

Reviewed and Approved By:

Title: _____

Jeffrey Underwood, Controller
City of Bloomington

Escrow Agent
First Financial Bank

By: _____

Dated: _____

Printed Name and Title

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$2,572,455.00

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.

# of Submittals: 3	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"/>		<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

spm

engineering

Print/Type Name

Print/Type Title

Department



Board of Public Works Claim Register

Invoice Date Range 04/28/21 - 05/14/21

Vendor	Invoice Description	Contract Number	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	01-laminating pouches	05/14/2021	19.29
6530 - Office Depot, INC	01-laminating pouches	05/14/2021	25.89
Account 52110 - Office Supplies Totals 2			\$45.18
Account 52210 - Institutional Supplies			
4832 - Animal Care Equipment & Services, LLC	01-Stretcher & Cadaver Bags	05/14/2021	394.40
4586 - Hill's Pet Nutrition Sales, INC	01-feline & kitten food-4/16/21	05/14/2021	130.54
4574 - John Deere Financial (Rural King)	01-laundry soap-4/21/21	05/14/2021	25.47
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (XL)-4/5/21	05/14/2021	88.23
4137 - Patterson Veterinary Supply, INC	01-bandages-blue 18/pkg-4/27/21	05/14/2021	32.22
4137 - Patterson Veterinary Supply, INC	01-antibiotics, bandages-4/27/21	05/14/2021	128.82
4666 - Zoetis, INC	01-canine vaccine-Bronchicine	05/14/2021	224.50
4666 - Zoetis, INC	01-anti-parasitic-Cestex 25mg	05/14/2021	353.16
Account 52210 - Institutional Supplies Totals 8			\$1,377.34
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co. INC	01-ACC-hardware-12/10/20	05/14/2021	1.41
409 - Black Lumber Co. INC	01-Korky Flapper & 8" Toilet Tank Handle-12/16/21	05/14/2021	16.96



Board of Public Works Claim Register

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Account **52310 - Building Materials and Supplies** Totals 2 \$18.37

Account 52340 - Other Repairs and Maintenance

313 - Fastenal Company 01-roll paper towels-4/20/21 05/14/2021 72.71

Account **52340 - Other Repairs and Maintenance** Totals 1 \$72.71

Account 53130 - Medical

3376 - Bloomington Pets Alive, INC 01-spay/neuter surgeries - 4/14-4/22/21 05/14/2021 1,691.00

54639 - Shake Veterinary Services, INC (Town & Country Vet 01-dental surgery, s/n surgery, bloodwork- 4/20/21 05/14/2021 871.51

Account **53130 - Medical** Totals 2 \$2,562.51

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC 06-cell phone chgs 3/12-4/11/21- #287289748780X04192021 04/28/2021 219.12

Account **53210 - Telephone** Totals 1 \$219.12

Account 53510 - Electrical Services

223 - Duke Energy 19-CH/off site facilities-electric summary bill- 3/10-4/9/21 05/03/2021 1,182.43

Account **53510 - Electrical Services** Totals 1 \$1,182.43

Account 53650 - Other Repairs

32 - Cassidy Electrical Contractors, INC 01-electrical supply to automatic door **BC 2020-70** 262.88

Account **53650 - Other Repairs** Totals 1 \$262.88

Program **010000 - Main** Totals 18 \$5,740.54

Program 010001 - Donations Over \$5K

Account 53130 - Medical



Board of Public Works Claim Register

Invoice Date Range 04/28/21 - 05/14/21

175 - Monroe County Humane Association, INC

01-diagnostic service2-4/12-4/13/21	05/14/2021	348.50
Account 53130 - Medical Totals 1		<u>\$348.50</u>

Account **54510 - Other Capital Outlays**

5012 - Stanley Access Technologies, LLC

01-automatic door opener to provide accessible access	BC 2021-05	2,700.00
Account 54510 - Other Capital Outlays Totals 1		<u>\$2,700.00</u>
Program 010001 - Donations Over \$5K Totals 2		<u>\$3,048.50</u>
Department 01 - Animal Shelter Totals 20		<u>\$8,789.04</u>

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**

9523 - Freedom Business Solutions, LLC

6530 - Office Depot, INC

6530 - Office Depot, INC

02 - Toner for Compatible HP LaserJet Pro in atrium	05/14/2021	150.00
02-Letter size file folders for PW Admin	05/14/2021	5.38
02-Black 5" tape lettering for PW Admin	05/14/2021	10.42
Account 52110 - Office Supplies Totals 3		<u>\$165.80</u>

Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP

20-surface-patching-9.29 tons-4/5-4/7/21	BC 2020-78	441.28
Account 52330 - Street , Alley, and Sewer Material Totals 1		<u>\$441.28</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

1079 - AT&T

06-cell phone chgs 3/12-4/11/21- #287289748780X04192021	04/28/2021	41.80
02-Radio circuits-phone charges 3/29-4/28/19	05/03/2021	181.19



Board of Public Works Claim Register

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Account **53710 - Land Rental**

199 - Monroe County Government

1136 - The Indiana Rail Road Company

Account 53210 - Telephone Totals 2	\$222.99
02-2021 Stormwater Fees for 1100 S. Weimer Rd	79.02
02- Lease Payment for Polly Grimshaw Trail- 6/10/21-6/9/22	1,610.14
Account 53710 - Land Rental Totals 2	\$1,689.16
Program 020000 - Main Totals 8	\$2,519.23
Department 02 - Public Works Totals 8	\$2,519.23

Department **03 - City Clerk**

Program **030000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021	123.57
Account 53210 - Telephone Totals 1	\$123.57
Program 030000 - Main Totals 1	\$123.57
Department 03 - City Clerk Totals 1	\$123.57

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53160 - Instruction**

7754 - Kelley Executive Education Foundation INC

04-Project Management Cert. Program- Continuing Ed. (Goodman)	2,080.00
Account 53160 - Instruction Totals 1	\$2,080.00

Account **53210 - Telephone**



13969 - AT&T Mobility II, LLC

Board of Public Works Claim Register

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06-cell phone chgs 3/12-4/11/21-Inv.	04/28/2021	41.19
287297421132X04192021		
Account 53210 - Telephone Totals 1		<hr/> \$41.19
Program 040000 - Main Totals 2		<hr/> \$2,121.19

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

421 - Centerstone Of Indiana, INC	04 - Cooperation Services Agreement with Centerstone	05/14/2021	12,781.38
	Account 53960 - Grants Totals 1		<hr/> \$12,781.38

Account **53970 - Mayor's Promotion of Business**

6172 - The Tamis Corporation	04-Plastic Jersey Barriers and Parts for Parklet Program	05/14/2021	13,570.00
	Account 53970 - Mayor's Promotion of Business Totals 1		<hr/> \$13,570.00
	Program 04RCVR - Recover Foward Totals 2		<hr/> \$26,351.38
	Department 04 - Economic & Sustainable Dev Totals 4		<hr/> \$28,472.57

Department **07 - Engineering**

Program **070000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv.	04/28/2021	417.23
	287297421132X04192021		
	Account 53210 - Telephone Totals 1		<hr/> \$417.23
	Program 070000 - Main Totals 1		<hr/> \$417.23
	Department 07 - Engineering Totals 1		<hr/> \$417.23

Department **09 - CFRD**



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Program **090000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021	04/28/2021	41.19
Account 53210 - Telephone Totals 1		<u>\$41.19</u>

Account **53960 - Grants**

3164 - New Hope Family Shelter, INC

09-COVID-19 Isolation Center- hotel expenses Feb. 8 to Apr. 8	05/14/2021	42,041.18
Account 53960 - Grants Totals 1		<u>\$42,041.18</u>

Program **090000 - Main** Totals 2 \$42,082.37

Department **09 - CFRD** Totals 2 \$42,082.37

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

205 - City Of Bloomington

10-PC reimb-MoCoRec-recording Ivy Tech deed-4/14/21	05/14/2021	25.00
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50587 - Barnes & Thornburg LLP

10-general municipal advice-3/2/21	05/14/2021	810.00
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50587 - Barnes & Thornburg LLP

10-Bloomington Hospital reuse project- services-3/19/21	05/14/2021	695.50
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50587 - Barnes & Thornburg LLP

10-Water Works Revenue Bonds of 2021- 3/2/21	05/14/2021	139.00
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19660 - Bose McKinney & Evans, LLP

10-Civic Ctr-John Waldron-12/16/20- 1/11/21	05/14/2021	908.50
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19660 - Bose McKinney & Evans, LLP

10-2021 Annexation Proceedings-2/18- 3/23/21	05/14/2021	2,790.00
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608 - Krieg Devault, LLP

10-retainer agreement March 2021	05/14/2021	2,500.00
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199 - Monroe County Government

10-Recorders Office-January 2021 copies (4)	05/14/2021	4.00
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Board of Public Works Claim Register

Invoice Date Range 04/28/21 - 05/14/21

Account 53120 - Special Legal Services Totals 8	\$7,872.00
Program 100000 - Main Totals 8	\$7,872.00
Department 10 - Legal Totals 8	\$7,872.00

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	11-cardstock for certificates	05/14/2021	3.22
Account 52110 - Office Supplies Totals 1			\$3.22

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv. 287287430216X04192021	04/28/2021	114.50
Account 53210 - Telephone Totals 1			\$114.50

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	11-CASTR subscription for streaming	05/14/2021	39.99
3560 - First Financial Bank / Credit Cards	11-Mtion Array subscription for video production	05/14/2021	249.99
Account 53910 - Dues and Subscriptions Totals 2			\$289.98

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video	05/14/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/5	05/14/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/8	05/14/2021	6.25
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/12	05/14/2021	5.00



Board of Public Works Claim Register

Invoice Date Range 04/28/21 - 05/14/21

3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/15	05/14/2021	6.25
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/19	05/14/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/22	05/14/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/26	05/14/2021	5.00
3560 - First Financial Bank / Credit Cards	11-framed proclamation for Deputy Mayor	05/14/2021	158.99
3560 - First Financial Bank / Credit Cards	11-return of framed proclamation for Deputy Mayor	05/14/2021	(158.99)
3560 - First Financial Bank / Credit Cards	11-reframing of proclamation for Deputy Mayor	05/14/2021	141.46
Account 53990 - Other Services and Charges Totals 11			<hr/> \$181.46
Program 110000 - Main Totals 15			<hr/> \$589.16
Department 11 - Mayor's Office Totals 15			<hr/> \$589.16
 Department 12 - Human Resources			
 Program 120000 - Main			
 Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021	04/28/2021	24.25
Account 53210 - Telephone Totals 1			<hr/> \$24.25
 Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	12-Vyond subscription \$299.00	05/14/2021	299.00
Account 53910 - Dues and Subscriptions Totals 1			<hr/> \$299.00
 Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	12-SHRM Membership \$239.00	05/14/2021	239.00



Board of Public Works Claim Register

Invoice Date Range 04/28/21 - 05/14/21

Account 53990 - Other Services and Charges Totals 1	\$239.00
Program 120000 - Main Totals 3	\$562.25
Department 12 - Human Resources Totals 3	\$562.25

Department **13 - Planning**

Program **130000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv. 04/28/2021 287297421132X04192021	370.71
	Account 53210 - Telephone Totals 1	\$370.71

Account **53990 - Other Services and Charges**

5409 - VS Engineering, INC	13-On Call Engineering Services-period ending 3/31/21 BC 2020-104	174.50
7547 - CallNet Call Center Services INC	Answer Service for P&T 3/29/21 - 4/25/21 05/14/2021	395.00
7397 - Data Mgmt Internationale, INC (Smooth Solutions)	13-P&T Scanning archived files (project)- Inv. date 4/29/21 05/14/2021	8,033.78
	Account 53990 - Other Services and Charges Totals 3	\$8,603.28
	Program 130000 - Main Totals 4	\$8,973.99
	Department 13 - Planning Totals 4	\$8,973.99

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

4574 - John Deere Financial (Rural King)	19-trash bags-4/15/21 05/14/2021	113.94
395 - Kirby Risk Corp	19 - 30 pk of Phillips Lightbulbs & 7 pc nutdriver set 05/14/2021	184.31



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394 - Kleindorfer Hardware & Variety	19 - dozen Jersey gloves	05/14/2021	12.99
394 - Kleindorfer Hardware & Variety	19 - Dawn dish soap, drenel, Keys	05/14/2021	84.05
394 - Kleindorfer Hardware & Variety	19 - Yard waste bags, nuts, bits, screws	05/14/2021	91.19
394 - Kleindorfer Hardware & Variety	19 - Ivory, toggle bells, power strip, icemaker hose	05/14/2021	100.78
Account 52310 - Building Materials and Supplies Totals 6			\$587.26
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19 - employee uniforms	05/14/2021	37.92
19171 - Aramark Uniform & Career Apparel Group, INC	19 - employee uniforms	05/14/2021	37.92
798 - Winters Associates Promotional Products, INC	19-Uniforms for Facility Employees	05/14/2021	688.78
Account 52430 - Uniforms and Tools Totals 3			\$764.62
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	2,000.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1			\$2,000.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21- #287289748780X04192021	04/28/2021	167.20
Account 53210 - Telephone Totals 1			\$167.20
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill- 3/10-4/9/21	05/03/2021	8,892.99
Account 53510 - Electrical Services Totals 1			\$8,892.99
Program 190000 - Main Totals 12			\$12,412.07



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Department **19 - Facilities Maintenance** Totals 12 \$12,412.07

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	28 - Scotch clear tape - 10 pack	05/14/2021	13.53
	Account 52110 - Office Supplies Totals 1		<u>\$13.53</u>

Account **53170 - Mgt. Fee, Consultants, and Workshops**

5534 - Presidio Holdings, INC	28-north laptop video fee-3/31/21	05/14/2021	270.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1		<u>\$270.00</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21- #287289748780X04192021	04/28/2021	577.20
13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021	04/28/2021	78.48
1079 - AT&T	28-phone chares 3/20-4/19/21-#812 339- 2261 261 1	04/28/2021	6,042.94
	Account 53210 - Telephone Totals 3		<u>\$6,698.62</u>

Account **53640 - Hardware and Software Maintenance**

3989 - Ricoh USA, INC	28 - 2nd BFD printer, BPD Admin copier- 3/17-4/16/21	05/14/2021	60.14
3989 - Ricoh USA, INC	28-CH/off site fac-copier maint-3/17- 4/16/21-ITS	05/14/2021	1,361.82
	Account 53640 - Hardware and Software Maintenance Totals 2		<u>\$1,421.96</u>

Account **53910 - Dues and Subscriptions**

53442 - Paragon Micro, INC	28 - Laptop, bag, dock, Adobe Pro - OOTC - CARES	05/14/2021	404.99
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53442 - Paragon Micro, INC	28 - Dock, monitor, scanner, Adobe Pro - E. Gresham - CARES	05/14/2021	404.99
53442 - Paragon Micro, INC	28 - Laptop, monitor, bag, dock, and Adobe Pro - Jeff M - CARES	05/14/2021	404.99
53442 - Paragon Micro, INC	28 - Adobe Acrobat Pro - Carmen Lillard - CARES	05/14/2021	404.99
Account 53910 - Dues and Subscriptions Totals 4			\$1,619.96

Account **54420 - Purchase of Equipment**

6222 - Apple, INC	28 - 8 Apple pencils and 1 iPad smark keyboard folio - CBU CARES	05/14/2021	1,131.00
6222 - Apple, INC	28 - Macbook Pro 16.0 and Apple Care - CBU - CARES	05/14/2021	2,458.00
6222 - Apple, INC	28 - 7 iPad Pros & 7 AppleCare - CBU - CARES	05/14/2021	8,036.00
53442 - Paragon Micro, INC	28 - Laptop, bag, dock, Adobe Pro - OOTC - CARES	05/14/2021	1,968.97
53442 - Paragon Micro, INC	28 - Dock, wireless keyboard/mouse, printer - Parking Enforce.	05/14/2021	637.97
53442 - Paragon Micro, INC	28 - Dock, monitor, scanner, Adobe Pro - E. Gresham - CARES	05/14/2021	871.97
53442 - Paragon Micro, INC	28 - Laptop, monitor, bag, dock, and Adobe Pro - Jeff M - CARES	05/14/2021	2,116.96
53442 - Paragon Micro, INC	28 - Laptop, dock, and bag - desktop to laptop - Cibor	05/14/2021	2,618.97
53442 - Paragon Micro, INC	28 - Laptop, dock, bag, keyboard/mouse - Legal - CARES	05/14/2021	2,057.96
53442 - Paragon Micro, INC	28 - Dock and 22 inch Dell monitor - Scott Pedersen - CARES	05/14/2021	396.98
53442 - Paragon Micro, INC	28 - Two docks - M Rickbeil & R Clemens - CARES	05/14/2021	497.98
53442 - Paragon Micro, INC	28 - Bag, dock, and 32 inch Dell monitor - Don Griffin - CARES	05/14/2021	713.97
53442 - Paragon Micro, INC	28 - Dell 32 inch LED monitor & Logitech wireless combo - Legal	05/14/2021	523.98
53442 - Paragon Micro, INC	28 - Wireless keyboard and mouse - Nick Myers - CARES	05/14/2021	88.99
53442 - Paragon Micro, INC	28 - 10 wireless keyboard and mice sets - ITS stock - CARES	05/14/2021	779.70



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5819 - Synchrony Bank	28 - Hub adapter for USB-C, A, and HDMI	05/14/2021	48.89
5819 - Synchrony Bank	28 - Two additional Jabra wireless headsets - Clerk - CARES	05/14/2021	176.54
5819 - Synchrony Bank	28 - Six Logitech wireless keyboards - CBU - CARES	05/14/2021	301.56
5819 - Synchrony Bank	28 - Two Jabra wireless headsets - Clerk - CARES	05/14/2021	334.28
5819 - Synchrony Bank	28 - 12 Ethernet Gigabit converters	05/14/2021	344.04
5819 - Synchrony Bank	28 - Three Jabra wireless headsets - Clerk - CARES	05/14/2021	501.42
5819 - Synchrony Bank	28 - GoPro & accessories, iPad case, USB cable - CBU - CARES	05/14/2021	1,408.25
5819 - Synchrony Bank	28 - Nikon DSLR VR lens - Andrew Krebbs - CARES	05/14/2021	2,468.67
5819 - Synchrony Bank	28 - Laptop stand - Clerk - CARES	05/14/2021	27.99
5819 - Synchrony Bank	28 - 3 webcams, 2 corded headsets - OOTM - CARES	05/14/2021	485.63
5819 - Synchrony Bank	28 - Six Otterbox iPad cases - CARES	05/14/2021	295.92
Account 54420 - Purchase of Equipment Totals 26			\$31,292.59
Program 280000 - Main Totals 37			\$41,316.66
Department 28 - ITS Totals 37			\$41,316.66
Fund 101 - General Fund (S0101) Totals 115			\$154,130.14

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 3/1-3/31/21	05/14/2021	8,818.06
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Account 54510 - Other Capital Outlays Totals 1	\$8,818.06
Program G19014 - IU Health Range Rd Reconst Totals 1	\$8,818.06
Department 06 - Controller's Office Totals 1	\$8,818.06
Fund 249 - Grants Non Approp Totals 1	\$8,818.06

Fund 270 - CC Jack Hopkins NR17-42 (S0011)

Department 05 - Common Council

Program 05RCVR - Recover Forward

Account 53960 - Grants

686 - Habitat For Humanity of Monroe County INC	15-Recover Forward JH Grant-expenses-lumber	05/14/2021	8,862.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH Recover Forward Grant-utility assistance-3/16-4/9/21	05/14/2021	3,380.34
	Account 53960 - Grants Totals 2		\$12,242.34
	Program 05RCVR - Recover Forward Totals 2		\$12,242.34
	Department 05 - Common Council Totals 2		\$12,242.34
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals 2		\$12,242.34

Fund 312 - Community Services

Department 09 - CFRD

Program 090004 - Com Serv- Accessibility

Account 53990 - Other Services and Charges

7703 - Smokin' Jacks Rib Shack, LLC (Blooming Boards)	09-CCA Breaking Down the Barriers--charcuterie boards	05/14/2021	696.00
	Account 53990 - Other Services and Charges Totals 1		\$696.00



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Program 090004 - Com Serv- Accessibility Totals 1		\$696.00
Program 090023 - Monroe County Domestic Violence		
Account 53990 - Other Services and Charges		
4123 - Central Indiana Interpreting Service	09-ASL interpreting for MCDVC Spring Conf- 05/14/2021 4/8 & 4/9/21	1,540.00
Account 53990 - Other Services and Charges Totals 1		\$1,540.00
Program 090023 - Monroe County Domestic Violence Totals 1		\$1,540.00
Department 09 - CFRD Totals 2		\$2,236.00
Fund 312 - Community Services Totals 2		\$2,236.00
Fund 401 - Non-Reverting Telecom (S1146)		
Department 25 - Telecommunications		
Program 254000 - Infrastructure		
Account 53750 - Rentals - Other		
12283 - Smithville Communications	28-401 N Morton-Internet service/telecom 05/03/2021 hotel rental-May 2021	1,614.27
Account 53750 - Rentals - Other Totals 1		\$1,614.27
Account 54450 - Equipment		
53442 - Paragon Micro, INC	25 - CapR laptop and dock - Scott Pedersen 05/14/2021	1,938.98
53442 - Paragon Micro, INC	25 - CapR four monitors for CFRD 05/14/2021	591.96
53442 - Paragon Micro, INC	25 - CapR laptop for John Zody - HAND 05/14/2021	1,689.99
53442 - Paragon Micro, INC	25 - CapR 22 inch Dell monitor - Showers Park 05/14/2021	147.99
Account 54450 - Equipment Totals 4		\$4,368.92



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Program **254000 - Infrastructure** Totals 5 \$5,983.19

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services	05/03/2021	108.35
	4/27-5/26/21		
12283 - Smithville Communications	28-401 N Morton-Internet service/telecom	05/03/2021	1,375.00
	hotel rental-May 2021		
203 - INDIANA UNIVERSITY	25-Dark Fiber-special circuits-April 2021	05/14/2021	65.00

Account **53150 - Communications Contract** Totals 3 \$1,548.35

Program **256000 - Services** Totals 3 \$1,548.35

Department **25 - Telecommunications** Totals 8 \$7,531.54

Fund **401 - Non-Reverting Telecom (S1146)** Totals 8 \$7,531.54

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

786 - Richard's Small Engine, INC	20-Pro Forest Helmet Ratchet for Tree Crew	05/14/2021	139.98
5819 - Synchrony Bank	20-Sena SMH10D Radio/Intercom System	05/14/2021	296.37
	for tree crew helmets		

Account **52210 - Institutional Supplies** Totals 2 \$436.35

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	20-4 cut keys	05/14/2021	6.00
5819 - Synchrony Bank	20-Sprinkler head replacement for Sare Rd	05/14/2021	19.92
	& Cananda		



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5819 - Synchrony Bank

20-Paper Towels/Toiletries for Traffic Building	05/14/2021	51.58
Account 52420 - Other Supplies Totals 3		<u>\$77.50</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21- #287289748780X04192021	04/28/2021	167.20
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13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021	04/28/2021	42.50
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Account 53210 - Telephone Totals 2	<u>\$209.70</u>
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Account **53510 - Electrical Services**

223 - Duke Energy

19-CH/off site facilities-electric summary bill- 3/10-4/9/21	05/03/2021	117.07
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Account 53510 - Electrical Services Totals 1	<u>\$117.07</u>
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Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)- 4/21/21	05/14/2021	12.68
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19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-4/21/21	05/14/2021	34.28
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Account 53920 - Laundry and Other Sanitation Services Totals 2	<u>\$46.96</u>
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Program 200000 - Main Totals 10	<u>\$887.58</u>
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Department 20 - Street Totals 10	<u>\$887.58</u>
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Fund 451 - Motor Vehicle Highway(S0708) Totals 10	<u>\$887.58</u>
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Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**



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392 - Koorsen Fire & Security, INC

19 - install new fire extinguisher at Trades Garage 05/14/2021 2,240.00

Account **52340 - Other Repairs and Maintenance** Totals 1 \$2,240.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21- #287289748780X04192021 04/28/2021 13.93

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021 04/28/2021 123.57

Account **53210 - Telephone** Totals 2 \$137.50

Account **53510 - Electrical Services**

223 - Duke Energy

19-CH/off site facilities-electric summary bill- 3/10-4/9/21 05/03/2021 2,407.54

Account **53510 - Electrical Services** Totals 1 \$2,407.54

Account **53610 - Building Repairs**

392 - Koorsen Fire & Security, INC

19 - install new fire extinguisher at Trades Garage 05/14/2021 485.00

6197 - CE Solutions, INC

26 - Repairs & Waterproofing @ Morton Garage 05/14/2021 1,400.00

Account **53610 - Building Repairs** Totals 2 \$1,885.00

Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.

26-Garage Bank Fees March 2021 04/30/2021 2,147.20

Account **53830 - Bank Charges** Totals 1 \$2,147.20

Account **53840 - Lease Payments**

512 - 7th & Walnut , LLC

26-Walnut St Garage- June 2021 garage rent 05/14/2021 17,824.79

3887 - Mercury Development Group, LLC

26-Morton St Garage-June 2021 rent 05/14/2021 38,035.85

Account **53840 - Lease Payments** Totals 2 \$55,860.64



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Account **53990 - Other Services and Charges**

208 - City Of Bloomington Utilities	26-Water Connection Fee for Trades District 05/14/2021	20,184.00
Account 53990 - Other Services and Charges Totals 1		\$20,184.00
Program 260000 - Main Totals 10		\$84,861.88
Department 26 - Parking Totals 10		\$84,861.88
Fund 452 - Parking Facilities(S9502) Totals 10		\$84,861.88

Fund **454 - Alternative Transport(S6301)**

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 3/1-05/14/2021 3/31/21	4,966.99
Account 53110 - Engineering and Architectural Totals 1		\$4,966.99

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date BC 2021-25 4/16/21	5,380.38
Account 54310 - Improvements Other Than Building Totals 1		\$5,380.38
Program 130000 - Main Totals 2		\$10,347.37
Department 13 - Planning Totals 2		\$10,347.37

Department **26 - Parking**

Program **260000 - Main**

Account **52430 - Uniforms and Tools**



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54558 - The Uniform House, INC

26-safety shoes-J. Miles (10W)-4/27/21 05/14/2021 99.99

Account **52430 - Uniforms and Tools** Totals 1 \$99.99

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21- 04/28/2021 13.94
#287289748780X04192021

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21-Inv. 04/28/2021 41.19
287297421132X04192021

1838 - Verizon Wireless

26-cell phone charges 2/24-3/23/21 04/28/2021 105.70

1838 - Verizon Wireless

26-PE Ipad service charges-3/24-4/23/21 05/03/2021 6.00

Account **53210 - Telephone** Totals 4 \$166.83

Program **260000 - Main** Totals 5 \$266.82

Department **26 - Parking** Totals 5 \$266.82

Fund **454 - Alternative Transport(S6301)** Totals 7 \$10,614.19

Fund **455 - Parking Meter Fund(S2141)**

Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

7752 - Sojourn House INC

09-DTO Grant--Phase 1 Outreach Case 05/14/2021 20,800.00
Manager

Account **53960 - Grants** Totals 1 \$20,800.00

Program **090000 - Main** Totals 1 \$20,800.00

Department **09 - CFRD** Totals 1 \$20,800.00

Department **26 - Parking**



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Program **260000 - Main**

Account **41020 - Permits**

Graduate Bloomington Hotel	26-refund-No Pkg signs-Graduate Hotel-not reserved	05/14/2021	40.00
Account 41020 - Permits Totals 1			\$40.00

Account **52340 - Other Repairs and Maintenance**

4264 - IPS Group, INC	26-meter clock repair out of warranty	05/14/2021	655.72
Account 52340 - Other Repairs and Maintenance Totals 1			\$655.72

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	26-key tags, key rings	05/14/2021	12.88
54915 - VanHorn Tint & Accessories, INC	26-parking eyebrow installed on new car 262	05/14/2021	25.00
Account 52420 - Other Supplies Totals 2			\$37.88

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21- #287289748780X04192021	04/28/2021	13.93
13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021	04/28/2021	41.19
1838 - Verizon Wireless	26-cell phone charges 2/24-3/23/21	04/28/2021	422.84
1838 - Verizon Wireless	26-PE Ipad service charges-3/24-4/23/21	05/03/2021	24.01
Account 53210 - Telephone Totals 4			\$501.97

Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.	26-Meters Bank Fees March 2021	04/30/2021	5,662.55
18844 - First Financial Bank, N.A.	26-WebFeesBank Fees March 2021	04/30/2021	3,288.36



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Account 53830 - Bank Charges Totals 2	\$8,950.91
Program 260000 - Main Totals 10	\$10,186.48
Department 26 - Parking Totals 10	\$10,186.48
Fund 455 - Parking Meter Fund(S2141) Totals 11	\$30,986.48

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-SW crew-hose end & clamp, utility brush- 05/14/2021 4/22/21	16.26
313 - Fastenal Company	20-Sprayers for paving crew-4/20/21 05/14/2021	368.07
	Account 52420 - Other Supplies Totals 2	\$384.33
	Program 200000 - Main Totals 2	\$384.33
	Department 20 - Street Totals 2	\$384.33
	Fund 456 - MVH Restricted Totals 2	\$384.33

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-Spicewood & Roundhill-Class A Stone- BC 2021-36 4.5 cy-4/6/21	456.75
334 - Irving Materials, INC	20-2611 E. Roundhill Ln-Class A Stone-4 cy- BC 2021-36 4/12/21	406.00



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334 - Irving Materials, INC

20-Roundhill Ln-Class A Stone-3 cy-4/15/21 BC 2021-36 304.50

Account **52330 - Street , Alley, and Sewer Material** Totals 3 \$1,167.25

Program **020000 - Main** Totals 3 \$1,167.25

Department **02 - Public Works** Totals 3 \$1,167.25

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)** Totals 3 \$1,167.25

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

5409 - VS Engineering, INC

13-Blgtn Signal Des.-Walnut & 11th & 14th- **BC 2020-104** 5,070.00
period ending 3/31/21

Account **53110 - Engineering and Architectural** Totals 1 \$5,070.00

Program **130000 - Main** Totals 1 \$5,070.00

Department **13 - Planning** Totals 1 \$5,070.00

Fund **601 - Cumulative Capital Devlp(S2391)** Totals 1 \$5,070.00

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

7225 - Arctic Glacier USA, INC

16-ice for employees-75 7lb bags-4/19/21 05/14/2021 130.75

313 - Fastenal Company

16-gloves, ear plugs, mix sticks & safety glasses-Feb 2021 05/14/2021 412.21



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		Account 52420 - Other Supplies Totals 2	\$542.96
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control for Sanitation Dept.	BC 2020-84	125.00
		Account 53140 - Exterminator Services Totals 1	\$125.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21- #287289748780X04192021	04/28/2021	41.80
13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv. 287297421132X04192021	04/28/2021	419.36
		Account 53210 - Telephone Totals 2	\$461.16
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill- 3/10-4/9/21	05/03/2021	264.42
		Account 53510 - Electrical Services Totals 1	\$264.42
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	16-Annual Fire Extinguisher Inspection @ Sanitation	05/14/2021	224.00
392 - Koorsen Fire & Security, INC	16-Annual Fire Extinguisher Inspection @ Sanitation Garage	05/14/2021	913.15
		Account 53610 - Building Repairs Totals 2	\$1,137.15
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 4/21/21	05/14/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-4/21/21	05/14/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 4/28/21	05/14/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-4/28/21	05/14/2021	23.26



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Account **53920 - Laundry and Other Sanitation Services** Totals 4 \$62.20

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees - 4/1-4/15/21	05/14/2021	4,462.12
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-4/1-4/15/21	05/14/2021	16,605.26
Account 53950 - Landfill Totals 2			\$21,067.38
Program 160000 - Main Totals 14			\$23,660.27
Department 16 - Sanitation Totals 14			\$23,660.27
Fund 730 - Solid Waste (S6401) Totals 14			\$23,660.27

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Pursell (12EE)-4/7/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-V. Robertson (9W)-4/9/21	05/14/2021	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Robertson (14D)- 4/14/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Turpin (8.5D)-4/14/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Marotz (8.5D)-4/14/21	05/14/2021	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Fleener (10D)-4/14/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-P. Paris (13M)-4/14/21	05/14/2021	90.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Sparks (13D)-4/14/21	05/14/2021	100.00



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8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Fluke (10D)-4/15/21	05/14/2021	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Lake (8M)-4/15/21	05/14/2021	73.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Lake (8.5M)-4/15/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Jacobs (9D)-4/15/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Lagneaux (9.5D)-4/16/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Brewer (10.5D)-4/16/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-L. Rains (10D)-4/16/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-L. Petit (9.5B)-4/17/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Robertson (9.5D)-4/21/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Werner (12D)-4/21/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Werner (8.5M)-4/21/21	05/14/2021	83.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Barnes (10M)-4/23/21	05/14/2021	90.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Miller (9B)-4/22/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-N. Campbell (12D)-4/22/21	05/14/2021	90.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-Z. Eads (11D)-4/22/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. White (13D)-4/22/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Waldrige (10D)-4/24/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Hobbs (8.5EE)-4/24/21	05/14/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Steele (7M)-4/26/21	05/14/2021	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. Avendano (11D)-4/27/21	05/14/2021	100.00



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8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-N. Rollins (7M)-4/27/21	05/14/2021	83.25
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Davis (12M)-4/13/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Flake (9M)-4/13/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Coar (11 1/2M)-4/13/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Querry (10M)-4/14/21	05/14/2021	69.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Cornwell (8M)-4/14/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. McCoy (12EEE)-4/14/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Stinson-(9 1/2M)- 4/14/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Mosier (9 1/2M)-4/14/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-G. Towell (12EE)-4/14/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Henson (10M)-4/19/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-E. Engelking (10D)-4/19/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-F. Love (9D)-4/19/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Eads (10 1/2W)-4/19/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-W. Winks (12M)-4/19/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Chung (10EE)-4/19/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Wimmer (12D)-4/20/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Shoufler (10EW)- 4/21/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Owen (11 1/2D)-4/22/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-E. Wright (14W)-4/22/21	05/14/2021	100.00



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327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Arthur (14M)-4/16/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Kluesner (11 1/2W)-4/23/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Teran (11D)-4/23/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Stacy (13D)-4/26/21	05/14/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Brenton (11 1/2)-4/26/21	05/14/2021	100.00
4291 - Monroe Optical, INC	10-safety shoes-67 employees-4/14/21	05/14/2021	6,700.00
1548 - Safety Shoe Distributors, INC	10-safety shoes-18 employees-4/14-4/16/21	05/14/2021	1,893.98
1448 - Shoe Carnival, INC	10-safety shoes-Wahl (11)-3/15/21	05/14/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Rhodes (9.5)-3/15/21	05/14/2021	100.00
Account 52430 - Uniforms and Tools Totals 57			\$13,964.97
Account 53130 - Medical			
6479 - Noah Campbell	10- reimb for physical for CDL-4/23/21	05/14/2021	90.00
5383 - Michael Glenn Sciscoe	10- reimb for physical for CDL-3/29/21	05/14/2021	90.00
Account 53130 - Medical Totals 2			\$180.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 3/12-4/11/21-Inv. 287287430216X04192021	04/28/2021	41.80
Account 53210 - Telephone Totals 1			\$41.80
Account 53410 - Liability / Casualty Premiums			
Julian Julian Battersby	10-reimb. for tire repair/towing-damage hitting pothole-4.7.21	05/14/2021	97.34
Account 53410 - Liability / Casualty Premiums Totals 1			\$97.34



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Account 53420 - Worker's Comp & Risk

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser-Sharp -202150	05/03/2021	892.67
Account 53420 - Worker's Comp & Risk Totals 1			\$892.67
Program 100000 - Main Totals 62			\$15,176.78
Department 10 - Legal Totals 62			\$15,176.78
Fund 800 - Risk Management(S0203) Totals 62			\$15,176.78

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)	05/14/2021	1,080.15
Account 53990 - Other Services and Charges Totals 1			\$1,080.15

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER CONT \$664.05	04/28/2021	664.05
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER CONT \$815.71	04/30/2021	815.71
3928 - Aim Medical Trust	12-May 2021 AIM Medical Premiums \$982,073.13	05/10/2021	982,073.13
18539 - Life Insurance Company Of North America	18-Cigna's Bill Reference # 103094_040121	05/14/2021	4,251.70
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER CONT \$1186.30	05/05/2021	1,186.30
3908 - CIGNA Healthcare	12-April 2021 Cigna Dental Funding \$40,605.38		40,605.38
Account 53990.1201 - Other Services and Charges Health Insurance Totals 6			\$1,029,596.27



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Account **53990.1278 - Other Services and Charges Disability LTD**

18539 - Life Insurance Company Of North America 18-Cigna's Bill Reference # 103094_040121 05/14/2021 5,906.72

Account **53990.1278 - Other Services and Charges Disability LTD** Totals 1 \$5,906.72

Program **120000 - Main** Totals 8 \$1,036,583.14

Department **12 - Human Resources** Totals 8 \$1,036,583.14

Fund **801 - Health Insurance Trust** Totals 8 \$1,036,583.14

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC 17- Goodyear tires LT275/70R18 05/14/2021 847.32

4693 - Monroe County Tire & Supply, INC 17 - Carlisle all Trail II 24x10.50-10 05/14/2021 220.50

4693 - Monroe County Tire & Supply, INC 17 - Titan HD2000 Tires 05/14/2021 235.25

4693 - Monroe County Tire & Supply, INC 17-ST235/80R16 UN-203 All Steel tires 05/14/2021 601.00

Account **52230 - Garage and Motor Supplies** Totals 4 \$1,904.07

Account **52240 - Fuel and Oil**

4046 - Heritage-Crystal Clean, INC 17-shop fluids 05/14/2021 274.00

Account **52240 - Fuel and Oil** Totals 1 \$274.00

Account **52320 - Motor Vehicle Repair**

4135 - Andy Mohr Truck Center 17 - Crane carrier parts - Bracket & Pins, Retainer 05/14/2021 391.36



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244 - Bloomington Ford, INC	17- Key	05/14/2021	8.00
244 - Bloomington Ford, INC	17-misc ford parts - inlet hose Duct Air	05/14/2021	115.20
244 - Bloomington Ford, INC	17 - Core charge on inv# 5072389	05/14/2021	(150.00)
244 - Bloomington Ford, INC	17-misc ford parts - Brake Rotor assembly	05/14/2021	240.54
244 - Bloomington Ford, INC	17 - sensors, gaskets, filter assembly, muffler and pipe and nut	05/14/2021	5,537.29
941 - Central Indiana Truck Equipment Corporation	17-check valve, HP Filter	05/14/2021	355.71
4335 - Circle Distributing, INC	17- Oil Filter	05/14/2021	46.92
4335 - Circle Distributing, INC	17 - Bracket	05/14/2021	52.33
4335 - Circle Distributing, INC	17- Oil Filter	05/14/2021	93.84
594 - Curry Auto Center, INC	17-GM Clip	05/14/2021	6.33
594 - Curry Auto Center, INC	17-Accessory switch	05/14/2021	24.35
594 - Curry Auto Center, INC	17 - switch	05/14/2021	31.35
594 - Curry Auto Center, INC	17 - hoses	05/14/2021	114.84
594 - Curry Auto Center, INC	17 - spacers, rods, bolt, hinges	05/14/2021	141.18
51827 - Fire Service, INC	17 - 391 holding valve	05/14/2021	868.64
796 - Interstate Battery System of Bloomington, INC	17 - 8 31-MHD batteries	05/14/2021	796.24
796 - Interstate Battery System of Bloomington, INC	17-batteries	05/14/2021	1,277.38
11672 - Jack Doheny Companies, INC	17 - #468 rear curtain and vavle	05/14/2021	110.73
6262 - Koenig Equipment, INC	17 - Tachometer for Utilities Equipment	05/14/2021	45.80
6262 - Koenig Equipment, INC	17 - A blade and Wheel for Utilities vehicle	05/14/2021	98.98



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680 - NCH Corporation- Partsmaster	17 - straight Battery terminal	05/14/2021	48.01
680 - NCH Corporation- Partsmaster	17-Wires, connectors, lug, orings, washers, screws	05/14/2021	504.60
16069 - Palmer Trucks, INC	17 - 581 DEF fluid level sensor	05/14/2021	222.60
786 - Richard's Small Engine, INC	17 - #660 belts	05/14/2021	111.43
786 - Richard's Small Engine, INC	17-660/stk sleeves and bearing	05/14/2021	265.52
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - 760 wheel, oil and cartridge	05/14/2021	454.85
54351 - Sternberg, INC	17-misc international parts - Pin	05/14/2021	43.98
54351 - Sternberg, INC	17-misc international parts - ABS module & core deposit	05/14/2021	239.44
6216 - Terminal Supply, INC	17 - Drill bits	05/14/2021	79.48
6216 - Terminal Supply, INC	17-6 90 degree elbow , drill bits	05/14/2021	83.69
582 - Town & Country Chrysler Dodge Jeep, INC	17- front and rear disc pads	05/14/2021	376.08
2096 - West Side Tractor Sales CO.	17-misc jd parts - Filter Element	05/14/2021	9.93
2096 - West Side Tractor Sales CO.	17-misc jd parts - fuel filter, 2 oil filter and a seal	05/14/2021	50.19
2096 - West Side Tractor Sales CO.	17-misc jd parts - oil filter and 2 filter element	05/14/2021	67.88
2096 - West Side Tractor Sales CO.	17 -misc jd parts - filter elements	05/14/2021	140.48
2096 - West Side Tractor Sales CO.	17 -	05/14/2021	172.88
2096 - West Side Tractor Sales CO.	17 - Oil filter, air filter and 4 filter elements and filter	05/14/2021	174.67
2096 - West Side Tractor Sales CO.	17 - filter Elements, fuel filter and hydraulic oil	05/14/2021	481.08
2096 - West Side Tractor Sales CO.	17 - Dowel Pin, snap ring, pin fastener, hydraulic cylinder	05/14/2021	1,597.39
2096 - West Side Tractor Sales CO.	17 - OSL repairs to unit 866	05/14/2021	1,012.19



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2096 - West Side Tractor Sales CO.

17 - repairs to unit 456 05/14/2021 1,232.51

Account **52320 - Motor Vehicle Repair** Totals 42 \$17,575.89

Account **52420 - Other Supplies**

294 - All-Phase Electric Supply, INC

17 - wiring parts for new welder 05/14/2021 120.65

177 - Indiana Oxygen Company, INC

17-cylinder rental, torch supply, other, 05/14/2021 172.05
inv#9659748

177 - Indiana Oxygen Company, INC

17-cylinder rental, torch supply, other 05/14/2021 184.10

177 - Indiana Oxygen Company, INC

17 - Multimatic 220 AC/DC package, Dual 05/14/2021 3,473.76
Cylinder

Account **52420 - Other Supplies** Totals 4 \$3,950.56

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

17- Monthly Pest Control for Fleet, Inv# **BC 2020-84** 95.00
39699

Account **53140 - Exterminator Services** Totals 1 \$95.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 3/12-4/11/21- 04/28/2021 41.80
#287289748780X04192021

Account **53210 - Telephone** Totals 1 \$41.80

Account **53510 - Electrical Services**

223 - Duke Energy

19-CH/off site facilities-electric summary bill- 05/03/2021 (21.56)
3/10-4/9/21

Account **53510 - Electrical Services** Totals 1 (\$21.56)

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

17 - installation of gas line **BC 2020-75** 2,357.73

321 - Harrell Fish, INC (HFI)

17 - installation of air lines **BC 2020-75** 8,009.00



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Account **53610 - Building Repairs** Totals 2 \$10,366.73

Account 53620 - Motor Repairs

4474 - Ken's Westside Service & Towing, LLC	17 - Tow charge for White Chev Colorado from Bryan park Pool	05/14/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17 - Tow for Unit 811 GMC Sirra 3500	05/14/2021	75.00
4693 - Monroe County Tire & Supply, INC	17 955 OSL tire installation	05/14/2021	335.00
4608 - Reliable Transmission Service-Midwest, INC	17 - #trans repairs to #960	05/14/2021	590.00
2096 - West Side Tractor Sales CO.	17 - OSL repairs to unit 866	05/14/2021	3,103.05
2096 - West Side Tractor Sales CO.	17 - repairs to unit 456	05/14/2021	5,500.65

Account **53620 - Motor Repairs** Totals 6 \$9,653.70

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel, Inv# 1824817831	05/14/2021	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, Inv# 1824817832	05/14/2021	18.04

Account **53920 - Laundry and Other Sanitation Services** Totals 2 \$88.12

Account 53990 - Other Services and Charges

204 - State Of Indiana	17 - underground storage tank fees	05/14/2021	540.00
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Account **53990 - Other Services and Charges** Totals 1 \$540.00

Program **170000 - Main** Totals 65 \$44,468.31

Department **17 - Fleet Maintenance** Totals 65 \$44,468.31

Fund **802 - Fleet Maintenance(\$9500)** Totals 65 \$44,468.31

Fund 804 - Insurance Voluntary Trust



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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	04/28/2021	56.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/29/2021	350.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/30/2021	702.43
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/03/2021	223.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/03/2021	90.79
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/03/2021	56.13
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/04/2021	110.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/05/2021	163.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/06/2021	291.56
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2021	198.21

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals 10 \$2,241.98

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	18-Cigna's Bill Reference # 103094_040121	05/14/2021	16,196.99
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Account **53990.1273 - Other Services and Charges Term Life** Totals 1 \$16,196.99

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	18-Cigna's Bill Reference # 103094_040121	05/14/2021	9,749.12
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Account **53990.1277 - Other Services and Charges Disability STD** Totals 1 \$9,749.12



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Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/28/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/29/2021	148.21
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/30/2021	325.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/03/2021	200.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/03/2021	284.78
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/05/2021	143.83
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/06/2021	405.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	05/07/2021	10.00

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 9	\$1,552.79
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Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	19,732.01
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Account 53990.1283 - Other Services and Charges Health Savings Account Totals 1	\$19,732.01
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Program 120000 - Main Totals 22	\$49,472.89
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Department 12 - Human Resources Totals 22	\$49,472.89
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Fund 804 - Insurance Voluntary Trust Totals 22	\$49,472.89
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Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016A - 2016 A Signal Modernization**



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Account **54510 - Other Capital Outlays**

20 - Lochmueller Group, INC	13-17th & Dunn Intersection Imp-serv. thru 05/14/2021 2/28/21	1,965.64
	Account 54510 - Other Capital Outlays Totals 1	<hr/> \$1,965.64
	Program 06016A - 2016 A Signal Modernization Totals 1	<hr/> \$1,965.64

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

1959 - Clark Dietz INC	13-3rd & Indiana_Signal Proj.-2/27-3/26/21	BC 2020-61	231.30
5409 - VS Engineering, INC	13-Sare Road Trail-services thru 3/31/21	BC 2020-104	16,977.56
3663 - WSP USA, INC	13-Sare Rd. Path & Intersection Proj.-2/1- 3/31/21	BC 2020-109	133.32
	Account 54510 - Other Capital Outlays Totals 3		<hr/> \$17,342.18
	Program 06016B - 2016 B Ped/Signal/Intersection Totals 3		<hr/> \$17,342.18
	Department 06 - Controller's Office Totals 4		<hr/> \$19,307.82
	Fund 978 - City 2016 GO Bond Proceeds Totals 4		<hr/> \$19,307.82
		347	<hr/> <hr/> \$1,507,599.00

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/14/2021	Claims HSA/WorkComp/MT & Gym/CIGNA				1,507,599.00

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 **\$ 1,507,599.00**

Dated this 11th day of May 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 _____