



CITY OF BLOOMINGTON
Parks and Recreation

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link:

<https://bloomington.zoom.us/j/98864652002?pwd=dXplNkltTWtURE90eFNQdElwUCt4Zz09>

Meeting ID: 988 6465 2002

Passcode: 209170

One tap mobile

+13126266799,, 98864652002# US (Chicago)

+19292056099,, 98864652002# US (New York)

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Thursday, May 20 4:00pm – 6:00pm

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of April 27, 2021
- A-2. Approval of Claims Submitted April 27, 2021 – May 19, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus
- A-6. Approval of contract with B-Tech for sprinkler flow switch repair at Buskirk-Chumley Theater
- A-7. Approval of 2021 contract template for A Fair of the Arts
- A-8. Approval of partnership with Monroe County History Museum for fall 2021 program
- A-9. Approval of contract with Izzy's Rental for port-a-lets at community events
- A-10. Approval of partnership agreement with Summer Star Foundation for Banneker Nature Days
- A-11. Approval of partnership agreement with Monroe County United Ministries for use of Mills Pool

B. OTHER BUSINESS.

- B-1. Review/Approval of contract with Chef for Hire (Erik Pearson)
- B-2. Review/Approval of service agreement with Harrel-Fish, Inc for Banneker and Alison Jukebox Building (Erik Pearson)
- B-3. Review/Approval of contract with Bartlett Trees for EAB treatment (Erin Hatch)
- B-4. Review/Approval of contract with Scenic Design for Lower Cascades creek erosion and accessible trail (Tim Street)
- B-5. Review/Approval of contract with Rundell Ernstberger Assoc. for Lower Cascades project inspection (Tim Street)

C. REPORTS

- C-1. Administration Division - No Report
- C-2. Recreation Division - No Report
- C-3. Sports Division - Pool Operations 2021 Season (Dee Tuttle)
- C-4. Operations Division - Lower Cascades Road Pilot Project (Paula McDevitt/Tim Street)
2020 Environmental Resources Advisory (Rebecca Swift)
Council annual report

D. PUBLIC HEARINGS/APPEARANCES

- | | | | |
|------|---------------------|---|--------------------------------------------|
| D-1. | Bravo Award | - | No Report |
| D-2. | Parks Partner Award | - | No Report |
| D-3. | Staff Introductions | - | Amanda D'Agostino, Community Events Intern |
| D-4. | Public Comment | | |

ADJOURNMENT

Statement on public meetings during public health emergency:

As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- allowing members of the Council or its committees to participate in meetings electronically;*
- posting notices and agendas for meetings solely by electronic means;*
- using electronic meeting platforms to allow for remote public attendance and participation (when possible);*
- encouraging the public to watch meetings via Community Access Television Services broadcast or FB livestream, and encouraging remote submissions of public comment (via email, to mcdevitp@bloomington.in.gov or during FB livestream).*



Board of Park Commissioners
Meeting Minutes

Tuesday, April 27, 2021
4:00 p.m. – 5:30 p.m.

Zoom Meeting

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:01 p.m.

Board Present: Kathleen Mills, Ellen Rodkey and Israel Herrera

Staff Present: Paula McDevitt, Becky Higgins, John Turnbull, Tim Street, Julie Ramey, Kim Clapp, Leslie Brinson, Clarence Boone, Jess Klein, Amy Shrake, Crystal Ritter, Rebecca Swift, Joanna Sparks, Steve Cotter, Erin Hatch, Barb Tuttle, Cory Hawkins, Sarah Owen and Ellen Campbell

Board Comments: *Kathleen Mills stated;* in order to make meetings more efficient and save time, standard reoccurring partnerships have been moved to the consent calendar. City Legal reviewed and approved the change.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of March 23, 2021
- A-2. Approval of Claims Submitted March 23, 2021 through April 26, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review of Credit Card refund report
- A-6. Declaration of Surplus
- A-7. Approval of partnership agreement with Kiwanis Club for landscaping bed
- A-8. Approval of partnership agreement with Lake Monroe Sailing Association
- A-9. Approval of partnership agreement with Special Olympics Monroe County
- A-10. Approval of partnership agreement with Code and Key Escape Room
- A-11. Approval of partnership agreement with Civic Theater
- A-12. Policy on Conflicts of Interest Related to Deputy Mayor

Ellen Rodkey made a motion to approve the consent calendar. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B. OTHER BUSINESS

B-1. Review/Approval of Partnership Agreement Artisan Alley for Traveling Mural Projects

Cory Hawkins, Program Specialist, Banneker Community Center, to aid in making art and culture accessible to everyone, staff recommended approval of the partnership with Artisan Alley, LTD. The project would provide Banneker Summer Camp youth the opportunity to complete “paint-by-numbers” style mural boards designed by various local artists. The 4X8 mural boards would be displayed and rotated at the Banneker Community Center. The agreement would manage all aspects of the project.

Ellen Rodkey made a motion to approve the partnership with Artisan Alley for Traveling Mural Projects. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-2. Review/Approval of Partnership Agreement with Community Partners for Public Health in Parks Program

Jess Klein, Health & Wellness Coordinator, to continue to promote social, physical, emotional, mental and environmental health in the community, staff recommended approval of the agreement with community partners. The program, known as Public Health in Parks, would continue to provide staffing, public health education, harm reduction, and connection to social services at various park locations. The 2021 program would run for 32 weeks. One screening would be held per week, alternating hosts, and locations. Park staff would spend 3-5 hours/per week in the parks, and the budget would be \$8,260.75. Similar supplies would be distributed.

In 2020, the program ran for 9 weeks, providing a total of 428 hours of staff time in the parks. Services were provided for 37 individuals. There were 480 bottles of water, 548 individual snacks, 2,000 sanitizing wipes, 320oz of hand sanitizers, 550 disposable masks, 60 winter hats, 48 pairs of winter gloves, and 75 pairs of socks distributed. Parks budget for 2020 totaled \$10,909.68.

The pre-existing partnership with Monroe County Health Department for sharps containers program, would be combined into the 2021 Public Health in Parks partnership. In 2020, 500 syringes were disposed of in Switchyard Park (SYP) outside of designated containers. In Seminary Parks 875 syringes were disposed of in sharps containers, while 1080 syringes were disposed of outside of designated containers. These numbers did not include unused/unopened boxes of syringes.

Board Comments: *Ellen Rodkey inquired*; if the reduction in budget was due to the reduction in staff hours. *Jess Klein responded*; that is correct. There would be fewer hours per week, but the program would run for 32 weeks instead of 9 weeks. That is why there is only a slight decrease to the budget. *Ellen Rodkey inquired*; on the cost of the program. *Jess Klein responded*; the budget would be for the Parks Specialist salary. There are no funds exchanged between the partners. *Kathleen Mills inquired*; if there were other best practices that could be used to cut down on the number of syringes found in the parks. *Jess Klein responded*; the placement of the sharps containers seems to make a difference. In 2021, the placement of new sharps containers in more discrete locations would be discussed.

Ellen Rodkey made a motion to approve the partnership agreement with Community Partners for Public Health in Parks Program. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-3. Review/Approval of MOA with US Army Corps of Engineers (USACE) for Lower Cascades

Tim Street, Operation and Development Division Director, in order to stabilize 1,215 linear feet of Cascades Creek within Cascades Park, staff recommended approval of the Memorandum of Agreement. The project would result in the discharge of fill into jurisdictional waters of the United States, and a permit must be coordinated and reviewed by USACE prior to work. Through the MOA, the department would agree to enact the recommendations of the review committee as condition of receiving the permit. The actions would include conducting a Historic American Landscape Survey, installing interpretive historic signage, and to apply for a National Register of Historic Places designation for Cascades Park.

Ellen Rodkey made a motion to approve the Memorandum of Agreement with the US Army Corps of Engineers for Lower Cascades. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-4. Review/Approval of contract with Shepherd's Construction for Cascades Golf Course

Tim Street, Operation and Development Division Director, to improve a path for foot traffic and to create a nice plaza area at Cascades Golf Course Clubhouse, staff recommended approval of the contract with Shepherd's Construction. Contractor would prep and pour additional sidewalk sections, and stamped Bomanite concrete in between clubhouse and banquet room. The contractor would also install footer with anchor bolts and electric conduit for future post installation. Funding for the project would be from General Obligation Bond: 977-18-18016E-54510, for an amount not to exceed \$7,000.

Board Comments: *Kathleen Mills inquired;* if grass would not grow in this area, or if people walking through there caused the issue. *Tim Street responded;* both. Completing the 300 to 400 square feet in hardscape, would make it better for the sustainability of the area, as well as for the foot track using that area.

Ellen Rodkey made a motion to approve the contract with Shepherd's Construction for Cascades Golf Course. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-5. Review/Approval Service Agreement with Green Earth Compost

Joanna Sparks, City Landscaper, staff recommended approval of service agreement with Green Earth Compost. The agreement would give staff the ability to dispose of green waste at a local composting facility, on an as needed basis. Funding would be through Urban Forestry and Landscaping General Fund, in an amount not to exceed \$1,000.

Ellen Rodkey made a motion to approve the service agreement with Green Earth Compost. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-6. Review/Approval of Contract with Eco Logic for Park Ridge East Park

Joanna Sparks, City Landscaper, to manage vegetation at Park Ridge East Park, staff recommended approval of contract with Eco Logic, LLC. The contractor would provide ecological restoration duties, and maintain approximately 2.14 acres that had invasive species removed in 2019 and 2020. Funding would be through Landscaping General Fund, in an amount not to exceed \$4,058.55.

Board Comments: *Ellen Rodkey inquired;* if signage was used in the park, to educate individuals on how to help control invasive species. *Joanna Sparks responded;* signage had been placed at the butterfly garden, and low mow signs were in place. Staff would look at the possibility of additional signage during 2022 budget process. The neighborhood was involved during the grant process, and must provide some volunteer time.

Ellen Rodkey made a motion to approve the contract with Eco Logic for Park Ridge East Park. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-7. Review/Approval of Service Agreement with Aramark

Barb Dunbar, Operations Coordinator, to give staff the opportunity to have uniforms professionally laundered, staff recommended approval of service agreement with Aramark. The vendor would provide weekly laundered uniform and mat services for the Operations Division. Funding would be from the Operations General Fund, in an amount not to exceed \$1,120.

Kathleen Mills made a motion to approve the Service Agreement with Aramark. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-8. Review/Approval Contract Sinclair Recreation for Winslow Woods Playground

Barb Dunbar, Operations Coordinator, in order to replace the rubber safety surface at Winslow Woods Park playground, staff recommended approval of the contract with Sinclair Recreations. The vendor would secure the product and materials, and perform the labor to install the new poured-in-place rubber safety surfacing. Funding for the project would be through General Obligation Bond Series: 977018-1816B-54510, in an amount not to exceed \$21,200.

Ellen Rodkey made a motion to approve the contract with Sinclair Recreation for Winslow Woods Playground. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-9. Review/Approval Contract Addendum with Sinclair Recreation for Winslow Woods

Barb Dunbar, Operations Coordinator, the Department and Sinclair Recreation entered into an agreement for work to be performed at Winslow Woods Park Playground. Both parties mutually agreed to addend the agreement to add the installation of the new playground equipment. To addend the agreement to reflect an additional charge that would not exceed \$31,500.

Ellen Rodkey made a motion to approve the contract addendum with Sinclair Recreation for Winslow Woods. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-10. Review/Approval of Contract Davey Resources Group, Inc. for Young Tree Pruning

Erin Hatch, Urban Forester, to maintain health and structure of trees, and for pedestrian and vehicular clearance, staff recommended approval of the contract with Davey Resources Group, Inc. The vendor would prune 82 young City Street Trees, located along streets in the downtown and adjacent areas. Funding for the project is from Natural Resources General Fund, in an amount not to exceed \$15,417.15

Ellen Rodkey made a motion to approve the contract with Davey Resources Group, Inc. for tree pruning. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-11. Review/Approval of Contract Addendum with Aquatic Control

Rebecca Swift, Natural Resources Coordinator, in April of 2020 the Department entered into an agreement with Aquatic Control, Inc., for the control of invasive aquatic plants in Griffy Lake, and to update the Griffy Lake Aquatic Vegetation Management Plan. Both parties mutually agreed to addend the agreement to include Griffy Lake Submersed Aquatic Vegetation survey for 2021, and Eurasian Watermilfoil treatment. Unused funds from the Indianan Department of Natural Resources 2020 Lake and River Enhancement program have been approved for use in 2021. The additional funding would be from the LARE Grant and Natural Resources Non-Reverting fund, in an amount not to exceed \$5,609.

Ellen Rodkey made a motion to approve the contract addendum with Aquatic Control. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-12. Review/Approval of Contract with White Buffalo for Community Hunt Access Program

Steve Cotter, Natural Resource Manager, to maintain deer herd in numbers that will allow the undergrowth forest vegetation to recover, staff recommended approval of the contract with White Buffalo. The contractor would assist in managing the Community Hunting Access Program hunt, scheduled to occur at Griffy Lake Nature Preserve at the end of 2021. Funding for the project would be from DNR CHAP Grant and Natural Resource Non-Reverting Fund, in an amount not to exceed \$29,475.

Steve gave a quick overview of the plant recovery. The plant heights of indicator species were slowly creeping upwards. The flower trends, which indicate whether the plant is reproducing have not shown much improvement. Which indicates, deer pressure needs to be kept down for a long period of time because there had been a high level of deer browse pressure. We seem to be the right track, but a lot of work still needs to be done.

Board Comments: *Israel Herrera inquired;* on dates for the hunt. *Steve Cotter responded;* the hunt would be held for three weekends. November 13th and 14th, November 20th and 21st and November 27th and 28th. *Israel Herrera inquired;* if White Buffalo would have any responsibilities prior to the hunt. *Steve Cotter responded;* prior to the hunt, White Buffalo would assist with the recruitment of the hunters, and provide proficiency screening for hunter applicants. *Israel Herrera inquired,* if White Buffalo would provide any reports regarding the recruitment of the hunters. *Steve Cotter responded;* yes, a post hunt report is a requirement of the Community Hunting Access Program. *Israel Herrera inquired,* if the recruitment process would be done by White Buffalo or if Park staff was involved in the process. *Steve Cotter responded;* the recruitment process would be done by White Buffalo. The only involvement staff would have, would be to field any calls that may be received. The callers' names would be added to a list that would be forwarded to White Buffalo.

Ellen Rodkey made a motion to approve the contract with White Buffalo for Community Hunt Access Program. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-13. Review/Approval of Partnership MC Tennis for Tennis Instruction

John Turnbull, Division Director Sports, to provide an affordable and effective tennis instruction program for the Bloomington community, staff recommended approval of the partnership with MC Tennis. The Department would provide promotional materials, manage registration and collection of fees, provide hotline, and provide court space. MC Tennis would provide and maintain equipment, hire and train lesson instructors, provide overall program structure. The Department would retain 20% of each participant registered, with remaining 80% of collected fees would be paid to MC Tennis.

Ellen Rodkey made a motion to approve the partnership with MC Tennis for tennis instruction. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-14. Review/Approval of Contract Tennis Technology Inc. for RCA Tennis/Pickle Ball Courts

John Turnbull, Division Director Sports, to maintain playing courts in good condition, staff recommended approval of the contract with Tennis Technology, Inc. The contractor would repair cracks at RCA Park tennis/pickleball courts, and repair birdbath at court #5 at Bryan Park. Funding for the project would be from the General Obligation Bond series B, in an amount not to exceed \$27,440. The staff report stated the funding would be from the RCA TIFF, which was changed to the GOB.

Board Comments: *Ellen Rodkey inquired*; if Tennis Technology worked on the Bryan Park tennis courts in 2020. *John Turnbull responded*; yes, that was correct. The low spot “the bird bath” will be repaired at Bryan. *Israel Herrera inquired*; what were the two additions. *John Turnbull responded*; additional cracks would be repaired that were not on the court, and the low spot at Bryan.

Ellen Rodkey made a motion to approve the contract with Tennis Technology for RCA courts. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C. REPORTS

C-1. Operation Division

Tim Street, Operations Division Director presented update on the Jackson Creek Trail Phase II. At the moment, the project is not a park’s managed product, but will be a parks impact trail when finished. The City Engineering Department is leading the project, in part due to funding and as part of the scope of the project is north of the park. The new section of the trail will connect from Winslow roundabout up to Southeast Park via Arden Drive and High Street. The Engineering Department’s goal, would be to have this section completed before the 2021-2022 school year convenes. This section is outside of the park’s realm and will not be the responsibility of the department to maintain. The new section will provide a good connection between Southeast Park and Jackson Creek Trail.

When that section is complete, the project will move southward. Off the south end of the roundabout, at the bridge across Jackson Creek. The bridge connects Sherwood Oaks Park to the path that goes up to Olcott Park. This section will be built heading south to Rhorer Road, turn east, cross the creek via a new bridge, and connect to some existing side paths that serve Jackson Creek School. This section of the project will begin at the end of 2021 and be completed in 2022. This section of the project will become a parks trail, and will be the responsibility of the department to manage.

Rebecca Swift, Natural Resources Coordinator presented an update on OuterSpatial Mobile Application. The City of Bloomington Parks & Recreation can be found on the OuterSpatial Mobile App. Visitors can use the app to find parks or trails, and make the most of a visit once there. They can navigate while on the trails and discover new places. Visitors can locate parking, restrooms, picnic areas and other park amenities. The app will give individuals access to information regarding ecological, geological and historical points of interest. Users will receive notification about hazards, closures and other timely information. Visitors can follow curated “outings” and routes, as well as share experiences and photos, and connect with others who love the outdoors. Users can tell Parks and Recreation staff about maintenance and other issues. The mobile app is a one-stop tool users can rely on for accurate, up-to-date information on properties and recreation information throughout Bloomington.

Board Comments: *Ellen Rodkey inquired*, if the app would push out notifications. *Rebecca Swift responded*; notifications are not pushed out. Staff updates the information on the app, and users would need to check back. A lot of hyperlinks are imbedded in the APP.

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|-------------------------------------|--------------------|
| C-2. Recreation Division | - No Report |
| C-3. Sports Division | - No Report |
| C-4. Administration Division | - No Report |

D. PUBLIC HEARINGS/APPEARANCES

D-1. Bravo Award Presented to Daniel Muller, Building Trades Park Ambassador

Sarah Owen, Community Relations Coordinator staff recognized for his multiple years of service to the Park Ambassador program. In this stewardship role, Danny has had an opportunity to interact with other park users, and answer their questions regarding park amenities, to help remind users of ordinances and proper usage of park property, and to report maintenance issues to our staff. Danny has served as a Park Ambassador of Building Trades Park since 2017, and has recorded approximately 70 hours of service. The Department is grateful for his volunteerism and look forward to continuing to work with him. Staff presented the April Bravo award to Danny Muller.

Danny Muller, Park Ambassador thanked everybody for all their ears and action. When Danny first moved here, there wasn't any negativity in the park, but soon there were a lot of unfortunate occurrences. Danny has seen the good, the bad, and the ugly. The department has helped make it a better place for everyone. Including the safety of the police officers, the social workers through Stonebelt, and the resource officers that enter the park. In the last year he has seen a lot of good uses of the park, and a lot less illegal activity. Hopefully it would continue as Covid-19 goes out. The safety and wellness of the park directly extends out into the neighborhood. It seemed like it was going in the wrong direction. Danny thanked everyone for the improvements that have been made, and hoped it would continue. Danny and the neighbors in his community appreciated what the department has done.

The Board: thanked Danny Muller for his volunteer hours, and for signing up for another two years as a Park Ambassador.

D-2. Parks Partner Award - None

D-3. This was listed as Staff Recognition, this was a Staff Introduction

Clarence Boone, Program Facility Coordinator thanked everyone for welcoming him. They have gone out of their way to make him feel welcome, and make him feel a part of a dynamic team. He was impressed with the organization and how things were conducted. Clarence looked forward to the task at hand, which was to coordinate the Farmers' Market, and work with Sarah on the Community Gardens.

Clarence referred back to the official introduction he submitted to the Board, as it really sums up who he is. His personal mission statement, "Successfully enlist multiple communities and cultures, who embrace a variety of personal experiences, values, and worldviews into the fabric of the City of Bloomington and to create such meaningful engagements that participants will commit their time, talents, ideas and resources into the life of their municipality."

Clarence has 25 years of experience in university advancement, enrollment management, alumni relations and residence life. Clarence was the coordinator of Briscoe Quad for several years. He was frontline with 20 staff and a couple of assistant coordinators that worked hard to get students out of their rooms and into the life of the university.

Clarence loves community volunteerism. His volunteer experiences include work as an assistant pastor at Lighthouse Community church. Where he has participated as a group facilitator and planning and design team member with the Noah's Ark Community, dialogues on faith, race, racism and healing. For 16 years he volunteered as a producer at Bring It On, a black public affairs radio broadcast at WHFD, a Community radio station. He has volunteered with the Bloomington Chapter of Habitat for Humanity. Clarence has served on the Board of Directors for the Community Kitchen and the Monroe County United Way.

Clarence has been married 18 years, and has two beautiful daughters ages twelve and eight.

Clarence stated; while it's been said that in diversity there is beauty and strength. It is certainly true that we all smile in the same language. Clarence is ready to engage more people in the market.

Board Comments: the Board welcomed Clarence, and looked forward to working with him.

D-4. Public Comment Period

The Board received public comment from Carole Canfield, who did not support the Lower Cascades Pilot Road Closure Project.

The Board received public comment from John Silva via Facebook, who stated there were problems with adults driving young kids out of the skate park at Switchyard Park. John Silva inquired if there were plans to provide an avenue for BMX bikers, like a pump track.

Paula McDevitt, Administrator; thanked the public for their comments, and would pass the information along to staff. Some research has previously been done on pump tracks. The next Board of Park Commissioners meeting will be held on Thursday, May 20, 2021.

ADJOURNMENT

Meeting adjourned at 5:32 p.m.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp".

Kim Clapp
Secretary Board of Park Commissioners



Board of Park & Recreation Claim Register

Invoice Date Range 04/14/21 - 04/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1920197	18- Laminating sheets, clipboards, paper, pins,	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	191.13
			40490							
5099 - Office Three Sixty, INC	1920197B1	18-push pins	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	5.99
			40490							
5099 - Office Three Sixty, INC	1923391	18-date stamp	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	33.84
			40490							
Account 52110 - Office Supplies Totals								Invoice Transactions 3		\$230.96
Account 52420 - Other Supplies										
5819 - Synchrony Bank	434687447	18- Amazon Timecards	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	42.80
	799	for Seasonal Employees	40526							
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$42.80
Account 53210 - Telephone										
1079 - AT&T	849494855	18- AT&T Long Distance	Paid by Check #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	23.95
	0421	Charges March/April	73723							
Account 53210 - Telephone Totals								Invoice Transactions 1		\$23.95
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	289845	10-Audit for Workers	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	392.11
		Compensation - 2020-	40441							
Account 53410 - Liability / Casualty Premiums Totals								Invoice Transactions 1		\$392.11
Program 181000 - Administration Totals								Invoice Transactions 6		\$689.82
Program 181100 - Marketing										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-14602	18-business cards Street and Boone	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	113.92
			40474							
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-52628	18-Shelter reserved, share our space,	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	197.88
			40512							
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-52683	18-no wheeled vehicles in dog park yard signs	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	45.92
			40512							
Account 53310 - Printing Totals								Invoice Transactions 3		\$357.72
Account 53320 - Advertising										
54546 - Charles Y Coghlan, DMD (Office Easel)	102804A	18-Bridal bag advertising for Switchyard Park	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	195.00
			40395							
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_22	18-February RFP legal notices	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	28.34
	821		40426							
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_33	18-March display ads & classifieds	Paid by EFT #		04/20/2021	04/20/2021	04/30/2021		04/30/2021	1,449.75
	121		40426							



Board of Park & Recreation Claim Register

Invoice Date Range 04/14/21 - 04/30/21

683 - In The Dark Enterprises, INC (The Ryder)	April 5, 2021	18-full page ad in March/April issue	Paid by EFT # 40442	04/20/2021	04/20/2021	04/30/2021	04/30/2021	575.00
Account 53320 - Advertising Totals				Invoice Transactions 4				<u>\$2,248.09</u>
Account 53910 - Dues and Subscriptions								
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5262	18-TLRC website management April-June	Paid by EFT # 40437	04/20/2021	04/20/2021	04/30/2021	04/30/2021	165.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1				<u>\$165.00</u>
Account 53990 - Other Services and Charges								
5954 - The Greater Bloomington Chamber Of Commerce, INC	139620	18-registration fee Sarah Owen Morning Buzz May	Paid by EFT # 40534	04/20/2021	04/20/2021	04/30/2021	04/30/2021	10.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				<u>\$10.00</u>
Program 181100 - Marketing Totals				Invoice Transactions 9				<u>\$2,780.81</u>
Program 182001 - Aquatics - Bryan Pool								
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	(.35)
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>(\$0.35)</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 043021	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	260.61
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				<u>\$260.61</u>
Account 53540 - Natural Gas								
222 - Vectren	025075516 6041321	18-Natural Gas March Bryan	Paid by Check # 73720	04/19/2021	04/19/2021	04/19/2021	04/21/2021	46.00
Account 53540 - Natural Gas Totals				Invoice Transactions 1				<u>\$46.00</u>
Account 53990 - Other Services and Charges								
5185 - WhenToWork, INC	87197488-1001221	18 - Pool Employee Scheduling Program	Paid by Check # 73741	04/20/2021	04/20/2021	04/30/2021	04/30/2021	120.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				<u>\$120.00</u>
Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 4				<u>\$426.26</u>
Program 182002 - Aquatics - Mills Pool								
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	(246.85)
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>(\$246.85)</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 043021	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	87.41
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				<u>\$87.41</u>
Account 53540 - Natural Gas								



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222 - Vectren	505240848 9040821	18-Natural Gas March Mills	Paid by Check # 73703	04/14/2021	04/14/2021	04/14/2021	04/14/2021	46.00
Account 53540 - Natural Gas Totals				Invoice Transactions 1		<u>\$46.00</u>		
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	5280756	18 - Mills Pool Fire Extinguisher Service	Paid by EFT # 40465	04/20/2021	04/20/2021	04/30/2021	04/30/2021	15.10
5185 - WhenToWork, INC	87197488- 1001221	18 - Pool Employee Scheduling Program	Paid by Check # 73741	04/20/2021	04/20/2021	04/30/2021	04/30/2021	120.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 2		<u>\$135.10</u>		
Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 5		<u>\$21.66</u>		
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	142.87
Account 43220 - Facility Rentals Totals				Invoice Transactions 1		<u>\$142.87</u>		
Account 43260 - Equipment Rentals								
204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	.00
Account 43260 - Equipment Rentals Totals				Invoice Transactions 1		<u>\$0.00</u>		
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	3,368.11
Account 53510 - Electrical Services Totals				Invoice Transactions 1		<u>\$3,368.11</u>		
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 043021	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	269.22
Account 53530 - Water and Sewer Totals				Invoice Transactions 1		<u>\$269.22</u>		
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	117685ES	06-City Fac.-Natural Gas Commodity-March 2021	Paid by EFT # 40341	04/14/2021	04/14/2021	04/14/2021	04/14/2021	852.06
222 - Vectren	025057322 8031321	18-Natural Gas March FSC	Paid by Check # 73720	04/19/2021	04/19/2021	04/19/2021	04/21/2021	155.99
Account 53540 - Natural Gas Totals				Invoice Transactions 2		<u>\$1,008.05</u>		
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	119054845 2041321	18-Cable Service FSC	Paid by Check # 73726	04/20/2021	04/20/2021	04/30/2021	04/30/2021	108.44
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		<u>\$108.44</u>		
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 002722230	18-Landfill April FSC	Paid by EFT # 40509	04/20/2021	04/20/2021	04/30/2021	04/30/2021	78.94
Account 53950 - Landfill Totals				Invoice Transactions 1		<u>\$78.94</u>		



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Program **183500 - Golf Services**
Account **43220 - Facility Rentals**
204 - State Of Indiana

March 21	18-March 2021	Sales	Paid by EFT #	04/16/2021	04/16/2021	04/16/2021	04/19/2021	.00
Sales	Tax		40347					

Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$0.00
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Account **43260 - Equipment Rentals**
204 - State Of Indiana

March 21	18-March 2021	Sales	Paid by EFT #	04/16/2021	04/16/2021	04/16/2021	04/19/2021	1,341.53
Sales	Tax		40347					

Account 43260 - Equipment Rentals Totals	Invoice Transactions 1	\$1,341.53
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Account **43380 - Other Services**
204 - State Of Indiana

March 21	18-March 2021	Sales	Paid by EFT #	04/16/2021	04/16/2021	04/16/2021	04/19/2021	866.73
Sales	Tax		40347					

Account 43380 - Other Services Totals	Invoice Transactions 1	\$866.73
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Account **47110 - Miscellaneous**
204 - State Of Indiana

March 21	18-March 2021	Sales	Paid by EFT #	04/16/2021	04/16/2021	04/16/2021	04/19/2021	10.07
Sales	Tax		40347					

Account 47110 - Miscellaneous Totals	Invoice Transactions 1	\$10.07
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Account **52220 - Agricultural Supplies**

4383 - Advanced Turf Solutions, INC	SO908220	18 - Chemicals	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	3,543.70
			40356					
4574 - John Deere Financial (Rural King)	D20138	18-fertilizer-4/8/21	Paid by Check #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	194.85
			73731					
4458 - SiteOne Landscape Supply Holding, LLC	107330251-001	18 - Grass Seed	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,599.74
			40520					

Account 52220 - Agricultural Supplies Totals	Invoice Transactions 3	\$5,338.29
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Account **52230 - Garage and Motor Supplies**

4574 - John Deere Financial (Rural King)	D20139	18-battery charger, Febreeze-4/8/21	Paid by Check #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	144.94
			73731					

Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1	\$144.94
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Account **52310 - Building Materials and Supplies**

138 - Gooldy & Sons, INC	H 2145	18 - Ice Machine Repair	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	187.00
			40428					

Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$187.00
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Account **52420 - Other Supplies**

6262 - Koenig Equipment, INC	P22610	18 - (3) Weed Eaters	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	560.97
			40463					

Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$560.97
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Account **53510 - Electrical Services**

223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check #	04/19/2021	04/19/2021	04/19/2021	04/21/2021	1,033.40
			73717					

Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$1,033.40
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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges	Paid by Check #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	1,942.48
	043021	March Acct 4159-001	73689					
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges	Paid by Check #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	2,262.37
	043021	March Acct 14187	73689					
199 - Monroe County Government	53-05-17-	18- Parks Property Tax	Paid by Check #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	491.08
	400 20	530516300011000004	73733					

Account 53530 - Water and Sewer Totals Invoice Transactions 3 \$4,695.93

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	117685ES	06-City Fac.-Natural Gas	Paid by EFT #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	97.36
		Commodity-March 2021	40341					
222 - Vectren	115462551	18-Natural Gas March	Paid by Check #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	42.84
	3040821	Golf	73703					

Account 53540 - Natural Gas Totals Invoice Transactions 2 \$140.20

Account 53950 - Landfill

2260 - Republic Services, INC	0694-	18-Landfill May Golf	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	267.52
	002721469		40509					

Account 53950 - Landfill Totals Invoice Transactions 1 \$267.52

Program 183500 - Golf Services Totals Invoice Transactions 17 \$14,586.58

Program 184000 - Natural Resources

Account 52340 - Other Repairs and Maintenance

5819 - Synchrony Bank	879636658	18-Amazon Epoxy Resin	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	126.99
	893	Kit for Boats Griffy Lake	40526					
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1								<u>\$126.99</u>

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	694182	18- 1 bag of garden soil	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	5.19
			40462					
5819 - Synchrony Bank	459633353	18- Amazon Barn Owl	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	74.95
	574	Pellets Griffy Lake	40526					
Account 52420 - Other Supplies Totals Invoice Transactions 2								<u>\$80.14</u>

Account 52430 - Uniforms and Tools

798 - Winters Associates Promotional Products, INC	113639	18- Natural Resources	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	28.69
		Staff Polo	40545					
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1								<u>\$28.69</u>

Account 53510 - Electrical Services

223 - Duke Energy	830037300	18-Electricity for March	Paid by Check #	04/19/2021	04/19/2021	04/19/2021	04/21/2021	30.69
	10 0421	2021	73717					
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$30.69</u>

Account 53990 - Other Services and Charges

199 - Monroe County Government	53-09-24-	18 - Property Tax	Paid by Check #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	173.50
	200 20	530924200006.000.015	73733					
7319 - Charles Spencer Taylor (Lightning Heart Productions, LLC)	1000	18- Video production and editing services	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	750.00
			40529					



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Account 53990 - Other Services and Charges Totals				Invoice Transactions 2				\$923.50
Program 184000 - Natural Resources Totals				Invoice Transactions 7				\$1,190.01
Program 184500 - Youth Services -Juke Box								
Account 52310 - Building Materials and Supplies								
7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)	INV001047 647	18-AJB AED Pads	Paid by EFT # 40355	04/20/2021	04/20/2021	04/30/2021	04/30/2021	66.50
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 1				\$66.50
Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 1				\$66.50
Program 186500 - Community Events								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	445563748 484	18-Amazon Dogipot Dispenser, Pencils	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	12.40
5819 - Synchrony Bank	446836434 384	18- Amazon Craft Wood Popsicle Sticks CE	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	9.79
5819 - Synchrony Bank	469649739 966	18- Amazon Small Mini Clay Pots CE	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	49.98
5819 - Synchrony Bank	679396768 769	18- Amazon Tissue Paper CE Program	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	6.99
Account 52420 - Other Supplies Totals				Invoice Transactions 4				\$79.16
Program 186500 - Community Events Totals				Invoice Transactions 4				\$79.16
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	543466553 474	18-Amazon Sandbaggy Black Sandbags Gardens	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	67.99
5819 - Synchrony Bank	445563748 484	18-Amazon Dogipot Dispenser, Pencils	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	12.99
Account 52420 - Other Supplies Totals				Invoice Transactions 2				\$80.98
Program 186502 - Community Events-Gardens Totals				Invoice Transactions 2				\$80.98
Program 187001 - Adult Sports-Softball								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	489693537 999	18- Amazon Instant Cold Pack for Softball Fields	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	62.22
Account 52210 - Institutional Supplies Totals				Invoice Transactions 1				\$62.22
Account 52340 - Other Repairs and Maintenance								
539 - Price Electric, INC	33695	18 TLSP Repair Junction Box struck by lighting	Paid by EFT # 40503	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,500.70
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1				\$1,500.70
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	691351	18 TLSP Misc locks and hardware	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	64.35
394 - Kleindorfer Hardware & Variety	694003	18 TLSP Duct Tape, oil, rain gauge,	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	168.43



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6262 - Koenig Equipment, INC	P21885	18 TLSP Stihl Backpack Blower	Paid by EFT # 40463	04/20/2021	04/20/2021	04/30/2021	04/30/2021	297.46
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$530.24
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94408	18- TLSP Site Supervisor PT Staff Shirts	Paid by EFT # 40528	04/20/2021	04/20/2021	04/30/2021	04/30/2021	107.00
Account 52430 - Uniforms and Tools Totals						Invoice Transactions 1		\$107.00
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	1,204.61
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$1,204.61
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 043021	18-Water Sewer Charges March Acct 4159-001	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	24.93
208 - City Of Bloomington Utilities	14187-001 043021	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	939.91
Account 53530 - Water and Sewer Totals						Invoice Transactions 2		\$964.84
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002722241	18-Landfill May TLSP	Paid by EFT # 40509	04/20/2021	04/20/2021	04/30/2021	04/30/2021	250.00
Account 53950 - Landfill Totals						Invoice Transactions 1		\$250.00
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 10		\$4,619.61
Program 187202 - Youth Sports-Winslow								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I297448-01	18- cleaning supplies for bathrooms	Paid by Check # 73728	04/20/2021	04/20/2021	04/30/2021	04/30/2021	86.53
51857 - Flex-Pac, INC	I297448	18- Winslow toilet paper, cleaning supplies	Paid by Check # 73728	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,347.16
Account 52210 - Institutional Supplies Totals						Invoice Transactions 2		\$1,433.69
Account 52220 - Agricultural Supplies								
4574 - John Deere Financial (Rural King)	D29670/62	18 - Winslow shovel, week control, sprayer	Paid by Check # 73731	04/20/2021	04/20/2021	04/30/2021	04/30/2021	81.97
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 1		\$81.97
Account 52420 - Other Supplies								
2005 - Bloomington Speedway Mulch, INC	22747	18 - Winslow mulch for landscaping	Paid by EFT # 40384	04/20/2021	04/20/2021	04/30/2021	04/30/2021	179.44
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$179.44
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	474.17
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$474.17
Account 53530 - Water and Sewer								



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208 - City Of Bloomington Utilities	4159-001 043021	18-Water Sewer Charges March Acct 4159-001	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	1,467.76
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$1,467.76
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 6	\$3,637.03
Program 187208 - Youth Sports-Olcott								
Account 52420 - Other Supplies								
4680 - Central Indiana Hardware Co., INC	7272781	18-(22) BEST keys cut for various locks	Paid by EFT # 40392	04/20/2021	04/20/2021	04/30/2021	04/30/2021	55.00
394 - Kleindorfer Hardware & Variety	693640	18- Olcott Key Copies	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	33.50
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$88.50
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	103.68
Account 53510 - Electrical Services Totals							Invoice Transactions 1	\$103.68
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 043021	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	501.40
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$501.40
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	5280761	18 - Olcott Fire Extinguisher Service	Paid by EFT # 40465	04/20/2021	04/20/2021	04/30/2021	04/30/2021	15.10
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$15.10
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 5	\$708.68
Program 187500 - Banneker								
Account 43220 - Facility Rentals								
204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	63.32
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$63.32
Account 49992 - Direct Deposit /EFT/ACH/ Return								
5305 - The Collins Group (Collinsflags.Com)	101268281	18-Indiana Flag for Banneker Community	Paid by Check # 73739	04/20/2021	04/20/2021	04/30/2021	04/30/2021	45.85
Account 49992 - Direct Deposit /EFT/ACH/ Return Totals							Invoice Transactions 1	\$45.85
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	438475465 655	18- Amazon Wasp Traps Banneker	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	85.96
5819 - Synchrony Bank	445563748 484	18-Amazon Dogipot Dispenser, Pencils	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	95.83
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2	\$181.79
Account 52420 - Other Supplies								
5819 - Synchrony Bank	6803	18-BBCC-TLI Supplies	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	32.16



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5819 - Synchrony Bank	445563748 484	18-Amazon Dogipot Dispenser, Pencils	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	39.99
Account 52420 - Other Supplies Totals Invoice Transactions 2								<u>\$72.15</u>
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	165.81
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$165.81</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 043021	18-Water Sewer Charges March Acct 4159-001	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	147.83
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<u>\$147.83</u>
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	117685ES	06-City Fac.-Natural Gas Commodity-March 2021	Paid by EFT # 40341	04/14/2021	04/14/2021	04/14/2021	04/14/2021	521.68
222 - Vectren	035074500 6040821	18-Natural Gas March BCC	Paid by Check # 73703	04/14/2021	04/14/2021	04/14/2021	04/14/2021	190.93
Account 53540 - Natural Gas Totals Invoice Transactions 2								<u>\$712.61</u>
Account 53630 - Machinery and Equipment Repairs								
392 - Koorsen Fire & Security, INC	5391343	18-BBCC-Alarm Maintenance	Paid by EFT # 40465	04/20/2021	04/20/2021	04/30/2021	04/30/2021	493.45
Account 53630 - Machinery and Equipment Repairs Totals Invoice Transactions 1								<u>\$493.45</u>
Account 53990 - Other Services and Charges								
2895 - Rapid Reproductions, INC	103697	18-Guarden sponsor banner for Banneker	Paid by EFT # 40507	04/20/2021	04/20/2021	04/30/2021	04/30/2021	62.65
Account 53990 - Other Services and Charges Totals Invoice Transactions 1								<u>\$62.65</u>
Program 187500 - Banneker Totals Invoice Transactions 12								<u>\$1,945.46</u>
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM223 334	18-Custodial supplies for restrooms & shelters	Paid by EFT # 40421	04/20/2021	04/20/2021	04/30/2021	04/30/2021	113.23
313 - Fastenal Company	INBLM223 313	18-paper towels	Paid by EFT # 40421	04/20/2021	04/20/2021	04/30/2021	04/30/2021	46.49
394 - Kleindorfer Hardware & Variety	691203	18-Institutional & custodial supplies,	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	48.44
Account 52210 - Institutional Supplies Totals Invoice Transactions 3								<u>\$208.16</u>
Account 52230 - Garage and Motor Supplies								
394 - Kleindorfer Hardware & Variety	694379	18-2 band saw blades	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	23.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	356226	18-oil filter, starting fluid, cleaner	Paid by EFT # 40522	04/20/2021	04/20/2021	04/30/2021	04/30/2021	17.49
476 - Southern Indiana Parts, INC (Napa Auto Parts)	360191	18-door lock rod clips	Paid by EFT # 40522	04/20/2021	04/20/2021	04/30/2021	04/30/2021	3.12



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Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 3				\$44.59
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	693737	18-grinder wheels, sprayer tips	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	16.95
394 - Kleindorfer Hardware & Variety	691418	18-materials to hang double door at SYP Bldg	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	47.35
365 - Rogers Group, INC	0713007217	18-gravel for drainage work at dog park	Paid by EFT # 40515	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 3				\$214.30
Account 52340 - Other Repairs and Maintenance								
5415 - Allied Wholesale Electrical Supply, LLC	5637318	18-PVC Supplies	Paid by EFT # 40358	04/20/2021	04/20/2021	04/30/2021	04/30/2021	79.65
409 - Black Lumber Co. INC	470480	18-materials to replace outlets at Bryan Shelter	Paid by EFT # 40377	04/20/2021	04/20/2021	04/30/2021	04/30/2021	18.75
409 - Black Lumber Co. INC	470488	18-materials to replace outlets @ Bryan Shelter	Paid by EFT # 40377	04/20/2021	04/20/2021	04/30/2021	04/30/2021	26.15
2823 - John Naylor Trucking, LLC	29552	18-FDP: 19.10 tns #2 - SYP: 19.30 tns #53 &	Paid by EFT # 40457	04/20/2021	04/20/2021	04/30/2021	04/30/2021	817.24
2823 - John Naylor Trucking, LLC	29553	18-FDP: 19.10 tns #2 - SYP: 19.30 tns #53 &	Paid by EFT # 40457	04/20/2021	04/20/2021	04/30/2021	04/30/2021	249.26
394 - Kleindorfer Hardware & Variety	694510	18-paint for grills, light poles and on graffiti	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	118.12
394 - Kleindorfer Hardware & Variety	691208	18-parts for pressure washer wand	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	24.46
394 - Kleindorfer Hardware & Variety	691360	18-rebuilding hose reel on pressure washer	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	9.14
394 - Kleindorfer Hardware & Variety	691500	18-hardware for baby changing station at Bryan	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	21.54
394 - Kleindorfer Hardware & Variety	694151	18-10 grade 8 bolts	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	5.04
394 - Kleindorfer Hardware & Variety	693830	18-materials to patch pool deck	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	36.97
394 - Kleindorfer Hardware & Variety	691981	18-parts to fix City Hall Farmers Market water	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	39.26
394 - Kleindorfer Hardware & Variety	693520	18-materials to patch concrete on pool deck	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	12.28
394 - Kleindorfer Hardware & Variety	693841	18-materials to fix outlet at Bryan Shelter	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	13.85
5763 - Miracle Recreation Equipment Company	831971	18-Replacement spring on Ladybug spring rider	Paid by EFT # 40477	04/20/2021	04/20/2021	04/30/2021	04/30/2021	250.00
4443 - The Sherwin Williams Company	2177-7	18-paint & primer for Butler arch swing	Paid by EFT # 40535	04/20/2021	04/20/2021	04/30/2021	04/30/2021	227.60
4443 - The Sherwin Williams Company	2045-6	18-paint, stain & supplies	Paid by EFT # 40535	04/20/2021	04/20/2021	04/30/2021	04/30/2021	287.62
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 17				\$2,236.93



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Account 52420 - Other Supplies

4680 - Central Indiana Hardware Co., INC	7272781	18-(22) BEST keys cut for various locks	Paid by EFT # 40392	04/20/2021	04/20/2021	04/30/2021	04/30/2021	79.84
9269 - Ferguson Facilities Supply, HP Products #3400	0286988-1	18-(32) pick-up tools	Paid by EFT # 40422	04/20/2021	04/20/2021	04/30/2021	04/30/2021	198.00
4574 - John Deere Financial (Rural King)	D21393	18-mowing crews-jack-4/9/21	Paid by Check # 73731	04/20/2021	04/20/2021	04/30/2021	04/30/2021	45.98
394 - Kleindorfer Hardware & Variety	691246	18-50 key tags	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	17.50
394 - Kleindorfer Hardware & Variety	694390	18-rake	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	14.49
Account 52420 - Other Supplies Totals Invoice Transactions 5								\$355.81

Account 53510 - Electrical Services

223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	2,677.58
Account 53510 - Electrical Services Totals Invoice Transactions 1								\$2,677.58

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 043021	18-Water Sewer Charges March Acct 4159-001	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	1,135.34
208 - City Of Bloomington Utilities	14187-001 043021	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	2,045.10
208 - City Of Bloomington Utilities	39530-002 043021	18-Water Sewer Charges March acct 39530-002	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	76.37
208 - City Of Bloomington Utilities	37123-003 033121	18-Water Sewer Charges February SYP	Paid by Check # 73711	04/19/2021	04/19/2021	04/19/2021	04/21/2021	1,041.10
199 - Monroe County Government	53-05-16- 300 20	18- Parks Property Tax 530516300011000004	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	89.56
199 - Monroe County Government	53-01-40- 442 20	18- Parks Property Tax 530140442510000008	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	377.86
199 - Monroe County Government	53-08-20- 200 20	18- Parks Property Tax 530517400011000004	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	75.76
199 - Monroe County Government	53-08-20- 200a 20	18- Parks Property Tax 530820200013000008	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	115.38
199 - Monroe County Government	53-08-20- 206 20	18- Parks Property Tax 530820206004000008	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	75.76
199 - Monroe County Government	53-08-20- 400 20	18- Parks Property Tax 530820400048000008	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	244.54
199 - Monroe County Government	08-20-200- 013 20	18- Property Tax 2020 Stormwater	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	115.38
199 - Monroe County Government	20-400- 048 20	18- Property Tax 2020 Stormwater	Paid by Check # 73733	04/20/2021	04/20/2021	04/30/2021	04/30/2021	244.54
Account 53530 - Water and Sewer Totals Invoice Transactions 12								\$5,636.69

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	117685ES	06-City Fac.-Natural Gas Commodity-March 2021	Paid by EFT # 40341	04/14/2021	04/14/2021	04/14/2021	04/14/2021	1,385.63
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222 - Vectren	025240973	18-Natural Gas March	Paid by Check #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	139.95
	2040621	Charges Ops	73703					
222 - Vectren	025518947	18-Natural Gas March	Paid by Check #	04/19/2021	04/19/2021	04/19/2021	04/21/2021	124.59
	4041321	SYP Maint	73720					
				Account 53540 - Natural Gas Totals		Invoice Transactions 3		\$1,650.17
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career	001824808	18-Uniform & mat	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	16.06
Apparel Group, INC	165	cleaning services	40365					
19171 - Aramark Uniform & Career	182481783	18-Uniform & mat	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	16.06
Apparel Group, INC	5	cleaning services	40365					
19171 - Aramark Uniform & Career	001824798	18-Uniform & mat	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	14.70
Apparel Group, INC	498	cleaning services for the	40365					
4175 - The Stables Events, LLC (Izzy's Rentals)	12715	18-Pumping & of (9) port-a-lets	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	880.00
			40536					
				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 4		\$926.82
				Program 189000 - Operations Totals		Invoice Transactions 51		\$13,951.05
Program 189006 - Switchyard Property								
Account 52310 - Building Materials and Supplies								
19275 - Aqua Pro Pool & Spa Specialists, INC	27731	18 SYP Pump Filters	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	390.08
		60SQF for Spray Pad	40363					
19275 - Aqua Pro Pool & Spa Specialists, INC	27732	18 SYP Pump Filters and other items for Spray Pad	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	2,034.67
			40363					
19275 - Aqua Pro Pool & Spa Specialists, INC	27733	18 SYP Misc Items for Spray Pad	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	630.89
			40363					
409 - Black Lumber Co. INC	469415	18 SYP Door for Storage Room at SYMS	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	310.59
			40377					
9269 - Ferguson Facilities Supply, HP Products #3400	0287083	18 SYP Replacement Sanitary Napkin	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	61.58
			40422					
7074 - Highland Products Group, LLC (The Park Catalog)	310011541	18 SYP Skate Stoppers for walls with 1/2" radius	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,142.82
			40435					
7433 - Jane Trunsky (Crown Products, LLC)	101627	18 SYP Dog Poop Bags	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	164.45
			40540					
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 7		\$4,735.08
Account 53510 - Electrical Services								
223 - Duke Energy	830037300	18-Electricity for March	Paid by Check #	04/19/2021	04/19/2021	04/19/2021	04/21/2021	2,370.52
	10 0421	2021	73717					
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$2,370.52
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	37123-003	18-Water Sewer Charges	Paid by Check #	04/19/2021	04/19/2021	04/19/2021	04/21/2021	1,074.55
	043021	March SYP	73711					
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$1,074.55
Account 53540 - Natural Gas								
222 - Vectren	025604396	18-Natural Gas March	Paid by Check #	04/19/2021	04/19/2021	04/19/2021	04/21/2021	270.97
	8041321	Charges PAV	73720					



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Account 53540 - Natural Gas Totals				Invoice Transactions 1				\$270.97
Account 53610 - Building Repairs								
394 - Kleindorfer Hardware & Variety	691430	18 SYP Misc Hardware for Skate Deterrents and	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	51.64
Account 53610 - Building Repairs Totals				Invoice Transactions 1				\$51.64
Account 53920 - Laundry and Other Sanitation Services								
392 - Koorsen Fire & Security, INC	5384868	18 SYP Fire Alarm Testing for DHS	Paid by EFT # 40465	04/20/2021	04/20/2021	04/30/2021	04/30/2021	586.00
392 - Koorsen Fire & Security, INC	5389336	18 SYP Emergency Lights Testing for DHS	Paid by EFT # 40465	04/20/2021	04/20/2021	04/30/2021	04/30/2021	250.50
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 2				\$836.50
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	210331119 300	18 SYP 8 Yard Dumpster - March	Paid by EFT # 40456	04/20/2021	04/20/2021	04/30/2021	04/30/2021	128.33
Account 53950 - Landfill Totals				Invoice Transactions 1				\$128.33
Program 189006 - Switchyard Property Totals				Invoice Transactions 14				\$9,467.59
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
5485 - Woody Warehouse Nursery, INC	191796	18- LAND/CEM (109) native shrubs	Paid by EFT # 40546	04/20/2021	04/20/2021	04/30/2021	04/30/2021	627.05
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1				\$627.05
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	694268	18-spray paint, 8m tape	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	24.48
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$24.48
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94439	18-(15) logo'd tees for Vegetation staff	Paid by EFT # 40528	04/20/2021	04/20/2021	04/30/2021	04/30/2021	105.00
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 1				\$105.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 043021	18-Water Sewer Charges March Acct 4159-001	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	140.85
208 - City Of Bloomington Utilities	14187-001 043021	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	94.78
208 - City Of Bloomington Utilities	41294-001 043021	18-Water Sewer Charges March Acct 41294	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	152.09
208 - City Of Bloomington Utilities	200807-003 03312	18-Water Sewer Charges February LS	Paid by Check # 73711	04/19/2021	04/19/2021	04/19/2021	04/21/2021	94.78
208 - City Of Bloomington Utilities	200807-003 04302	18-Water Sewer Charges March Landscaping	Paid by Check # 73707	04/19/2021	04/19/2021	04/19/2021	04/21/2021	94.78
Account 53530 - Water and Sewer Totals				Invoice Transactions 5				\$577.28
Account 53950 - Landfill								



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908 - JB Salvage (Westside Auto Parts)	8664	18- LAND Yard Waste Dumpster for 545 S.	Paid by EFT # 40456	04/20/2021	04/20/2021	04/30/2021	04/30/2021	280.00
908 - JB Salvage (Westside Auto Parts)	8752	18- LAND Yard Waste Dumpster for 545 S.	Paid by EFT # 40456	04/20/2021	04/20/2021	04/30/2021	04/30/2021	280.00
908 - JB Salvage (Westside Auto Parts)	8805	18- LAND Yard Waste Dumpster for 545 S.	Paid by EFT # 40456	04/20/2021	04/20/2021	04/30/2021	04/30/2021	560.00
				Account 53950 - Landfill Totals		Invoice Transactions 3		\$1,120.00
Account 53990 - Other Services and Charges								
50335 - Aquatic Control, INC	194711	18- LAND Nuisance Vegetation Management	Paid by EFT # 40364	04/20/2021	04/20/2021	04/30/2021	04/30/2021	587.50
121 - Eco Logic, LLC	4710	18- Invasive Plant Mgmt at Griffy Lake NP & Miller-	Paid by EFT # 40413	04/20/2021	04/20/2021	04/30/2021	04/30/2021	3,100.00
121 - Eco Logic, LLC	4711	18- Invasive Plant Mgmt at Griffy Lake NP & Miller-	Paid by EFT # 40413	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,810.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 3		\$5,497.50
				Program 189500 - Landscaping Totals		Invoice Transactions 14		\$7,951.31
Program 189501 - Cemeteries								
Account 52220 - Agricultural Supplies								
137 - Good Earth, LLC	1043	18- CEM topsoil for plaza area at RH	Paid by EFT # 40427	04/20/2021	04/20/2021	04/30/2021	04/30/2021	126.00
5485 - Woody Warehouse Nursery, INC	191796	18- LAND/CEM (109) native shrubs	Paid by EFT # 40546	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,232.50
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2		\$1,358.50
Account 52340 - Other Repairs and Maintenance								
6262 - Koenig Equipment, INC	P22121	18- CEM synchronous belt for Gator dump bed	Paid by EFT # 40463	04/20/2021	04/20/2021	04/30/2021	04/30/2021	82.31
476 - Southern Indiana Parts, INC (Napa Auto Parts)	362307	18-Battery for cemetery Toro	Paid by EFT # 40522	04/20/2021	04/20/2021	04/30/2021	04/30/2021	111.81
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2		\$194.12
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	694058	18- 2 pack flags	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	14.98
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$14.98
Account 53510 - Electrical Services								
223 - Duke Energy	830037300 10 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	355.90
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$355.90
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 043021	18-Water Sewer Charges March Acct 41294	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	323.52
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$323.52
Account 53540 - Natural Gas								



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6769 - EDF, INC (EDF Energy Services)	117685ES	06-City Fac.-Natural Gas	Paid by EFT #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	32.60
		Commodity-March 2021	40341					
222 - Vectren	215019055	18-Natural Gas Rosehill	Paid by Check #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	31.05
	7040821	55	73703					
222 - Vectren	215462824	18-Natural Gas March	Paid by Check #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	27.75
	9040821	Rosehill 24	73703					
Account 53540 - Natural Gas Totals							Invoice Transactions 3	\$91.40
Program 189501 - Cemeteries Totals							Invoice Transactions 10	\$2,338.42
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI2115384	18 - UF - Tree Deer	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,290.00
	7	Guards (48 bundles of 5)	40354					
4574 - John Deere Financial (Rural King)	C90709/62	18-braided rope, rain	Paid by Check #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	81.97
		suits	73731					
4574 - John Deere Financial (Rural King)	C81920/62	18-hammer, bar and	Paid by Check #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	50.96
		chain oil	73731					
5080 - Metro Arborist Supplies	INV-	18 - UF - Pole Pruner	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	61.51
(TreeStuff, INC)	615413	Blade Replacements (2)	40473					
Account 52420 - Other Supplies Totals							Invoice Transactions 4	\$1,484.44
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer Charges	Paid by Check #	04/14/2021	04/14/2021	04/14/2021	04/14/2021	16.21
	043021	March Acct 41294	73689					
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$16.21
Account 53950 - Landfill								
10330 - Kevin R Huntley (Green Earth	892	18 - UF - Green waste (2	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	44.00
Recycling & Compost)		Loads, March)	40440					
10330 - Kevin R Huntley (Green Earth	890	18 - UF - Green waste (2	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	44.00
Recycling & Compost)		Loads, February)	40440					
Account 53950 - Landfill Totals							Invoice Transactions 2	\$88.00
Account 53990 - Other Services and Charges								
3735 - Bluestone, LLC	7354	18 - UF - Tree Removal	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	2,800.00
		(3020 Stratford, Elm)	40385					
3735 - Bluestone, LLC	7184	18 - Tree Removals	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	3,146.50
		(Rockport Rd - 3 Ash)	40385					
3735 - Bluestone, LLC	7091	18 - UF - Olcott Pin Oak	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	4,485.20
		Pruning (2700 Olcott - 7	40385					
11221 - Paul R Patrick (Rick Patrick Tree	031221-	18 - UF - Young Tree	Paid by EFT #	04/20/2021	04/20/2021	04/30/2021	04/30/2021	530.00
Care)	COB	Pruning (98 trees)	40493					
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4	\$10,961.70
Program 189503 - Urban Forestry Totals							Invoice Transactions 11	\$12,550.35
Department 18 - Parks & Recreation Totals							Invoice Transactions 196	\$82,066.91
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions 196	\$82,066.91



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Fund **201 - Parks and Rec Non Reverting**

Department **18 - Parks & Recreation**

Program **181100 - Marketing**

Account **52420 - Other Supplies**

818 - Everywhere Signs, LLC	57461	18-JT Vanderburgh memorial bench plaque	Paid by EFT # 40419	04/20/2021	04/20/2021	04/30/2021	04/30/2021	450.00
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Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$450.00</u>
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Program 181100 - Marketing Totals	Invoice Transactions 1	<u>\$450.00</u>
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Program **182001 - Aquatics - Bryan Pool**

Account **53990 - Other Services and Charges**

5185 - WhenToWork, INC	87197488- 1001221	18 - Pool Employee Scheduling Program	Paid by Check # 73741	04/20/2021	04/20/2021	04/30/2021	04/30/2021	120.00
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$120.00</u>
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Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1	<u>\$120.00</u>
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Program **182002 - Aquatics - Mills Pool**

Account **53990 - Other Services and Charges**

5185 - WhenToWork, INC	87197488- 1001221	18 - Pool Employee Scheduling Program	Paid by Check # 73741	04/20/2021	04/20/2021	04/30/2021	04/30/2021	120.00
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$120.00</u>
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Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1	<u>\$120.00</u>
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Program **182003 - Aquatics-Health & Safety**

Account **53990 - Other Services and Charges**

4504 - American National Red Cross	22336866	18-First Aid/CPR/AED Certifications	Paid by EFT # 40359	04/20/2021	04/20/2021	04/30/2021	04/30/2021	128.00
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$128.00</u>
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Program 182003 - Aquatics-Health & Safety Totals	Invoice Transactions 1	<u>\$128.00</u>
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Program **183500 - Golf Services**

Account **43220 - Facility Rentals**

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	74.68
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Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$74.68</u>
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Account **43290 - Concessions**

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	284.89
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Account 43290 - Concessions Totals	Invoice Transactions 1	<u>\$284.89</u>
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Account **43295 - Concessions FB Tax**

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	9.52
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204 - State Of Indiana	March 2021 F/B T	18-March 2021 F/B Tax	Paid by EFT # 40348	04/16/2021	04/16/2021	04/16/2021	04/16/2021	1.36
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Account 43295 - Concessions FB Tax Totals	Invoice Transactions 2	<u>\$10.88</u>
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Board of Park & Recreation Claim Register

Invoice Date Range 04/14/21 - 04/30/21

Account 52330 - Street, Alley, and Sewer Material

38 - B & B Food Distributors, INC	258550	18 - Cascades Hotdogs	Paid by EFT # 40367	04/20/2021	04/20/2021	04/30/2021	04/30/2021	74.84
38 - B & B Food Distributors, INC	258551	18 - Cascades Hotdogs	Paid by EFT # 40367	04/20/2021	04/20/2021	04/30/2021	04/30/2021	148.76
205 - City Of Bloomington	596166	18 - Monarch	Paid by Check # 73724	04/20/2021	04/20/2021	04/30/2021	04/30/2021	838.00
5969 - Coca Cola Bottling CO. Consolidated	205620673 1	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 40404	04/20/2021	04/20/2021	04/30/2021	04/30/2021	251.47
5969 - Coca Cola Bottling CO. Consolidated	205620678 5	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 40404	04/20/2021	04/20/2021	04/30/2021	04/30/2021	122.84
5969 - Coca Cola Bottling CO. Consolidated	205520442 5	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 40404	04/20/2021	04/20/2021	04/30/2021	04/30/2021	463.90
5819 - Synchrony Bank	7123	18 - Snack Bar items	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	23.84
5819 - Synchrony Bank	7744	18 - Snack Bar items	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	159.26
5819 - Synchrony Bank	8976	18 - Snack Bar items	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	34.90
5819 - Synchrony Bank	8325	18 - Snack Bar items	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	125.72
5819 - Synchrony Bank	6826	18 - Snack Bar items	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	27.14
5819 - Synchrony Bank	4038	18 - Snack Bar items	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	47.88

Account 52330 - Street, Alley, and Sewer Material Totals

Invoice Transactions 12

\$2,318.55

Program 183500 - Golf Services Totals

Invoice Transactions 16

\$2,689.00

Program 183501 - Golf Course - Pro Shop

Account 43340 - Pro Shop Sales

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	734.18
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Account 43340 - Pro Shop Sales Totals

Invoice Transactions 1

\$734.18

Account 52330 - Street, Alley, and Sewer Material

4072 - Acushnet Company	910702444	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	122.66
4072 - Acushnet Company	910713624	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,252.02
4072 - Acushnet Company	910752723	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	80.89
4072 - Acushnet Company	910466619	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	2,642.40
4072 - Acushnet Company	910597808	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	199.73
4072 - Acushnet Company	910607291	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	275.84



Board of Park & Recreation Claim Register

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4072 - Acushnet Company	910622309	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	275.84
4072 - Acushnet Company	910690776	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,031.04
4072 - Acushnet Company	910701819	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	301.84
4072 - Acushnet Company	910701821	18-pro shop items	Paid by Check # 73721	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,842.48
7230 - Antigua Group INC	AIN-1752637	18 - Golf Shirts	Paid by EFT # 40361	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,266.18
5053 - LSQ Holdings, LLC (Klone Lab LLC)	INV713446	18 - Golf Shoes	Paid by EFT # 40468	04/20/2021	04/20/2021	04/30/2021	04/30/2021	2,093.91
53619 - Ping, INC	15631488	18-pro shop items	Paid by EFT # 40499	04/20/2021	04/20/2021	04/30/2021	04/30/2021	122.70
5590 - Zero Friction, LLC	145474	18 - Gloves	Paid by EFT # 40549	04/20/2021	04/20/2021	04/30/2021	04/30/2021	43.50
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 14	\$11,551.03
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 15	\$12,285.21

Program **184500 - Youth Services -Juke Box**

Account **43220 - Facility Rentals**

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	21.43
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$21.43

Account **53510 - Electrical Services**

223 - Duke Energy	830037300	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	184.05
Account 53510 - Electrical Services Totals							Invoice Transactions 1	\$184.05

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges March Acct 14187	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	99.04
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$99.04

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)	117685ES	06-City Fac.-Natural Gas Commodity-March 2021	Paid by EFT # 40341	04/14/2021	04/14/2021	04/14/2021	04/14/2021	202.10
222 - Vectren	795353048	18-Natural Gas March Charges AJB	Paid by Check # 73720	04/19/2021	04/19/2021	04/19/2021	04/21/2021	84.52
Account 53540 - Natural Gas Totals							Invoice Transactions 2	\$286.62
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 5	\$591.14

Program **185000 - Twin Lakes Recreation Center**

Account **43220 - Facility Rentals**

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	969.04
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$969.04



Board of Park & Recreation Claim Register

Invoice Date Range 04/14/21 - 04/30/21

Account 52210 - Institutional Supplies

9269 - Ferguson Facilities Supply, HP Products #3400	0290373	18 - TLRC Facility Institutional Supplies	Paid by EFT # 40422	04/20/2021	04/20/2021	04/30/2021	04/30/2021	928.26
5819 - Synchrony Bank	6907	18 - TLRC Facility Institutional Supplies	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	65.92

Account 52210 - Institutional Supplies Totals

Invoice Transactions 2 \$994.18

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	693962	18-striping paint	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	78.52
5819 - Synchrony Bank	455399438666	18-Amazon Clean Step Scraper Outdoor Floor	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	94.68

Account 52310 - Building Materials and Supplies Totals

Invoice Transactions 2 \$173.20

Account 53150 - Communications Contract

392 - Koorsen Fire & Security, INC	5383757	18 - TLRC Alarm Monitoring	Paid by EFT # 40465	04/20/2021	04/20/2021	04/30/2021	04/30/2021	102.82
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Account 53150 - Communications Contract Totals

Invoice Transactions 1 \$102.82

Account 53510 - Electrical Services

223 - Duke Energy	83003730010 0421	18-Electricity for March 2021	Paid by Check # 73717	04/19/2021	04/19/2021	04/19/2021	04/21/2021	892.61
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Account 53510 - Electrical Services Totals

Invoice Transactions 1 \$892.61

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	39530-002043021	18-Water Sewer Charges March acct 39530-002	Paid by Check # 73689	04/14/2021	04/14/2021	04/14/2021	04/14/2021	559.53
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Account 53530 - Water and Sewer Totals

Invoice Transactions 1 \$559.53

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	117685ES	06-City Fac.-Natural Gas Commodity-March 2021	Paid by EFT # 40341	04/14/2021	04/14/2021	04/14/2021	04/14/2021	1,055.56
222 - Vectren	0252765623040621	18-Natural Gas March TLRC	Paid by Check # 73703	04/14/2021	04/14/2021	04/14/2021	04/14/2021	348.64

Account 53540 - Natural Gas Totals

Invoice Transactions 2 \$1,404.20

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	5394138	18 - TLRC Backflow Inspections	Paid by EFT # 40465	04/20/2021	04/20/2021	04/30/2021	04/30/2021	206.85
53657 - Plymate, INC	3004617	18 - TLRC Entry Mat Service	Paid by EFT # 40501	04/20/2021	04/20/2021	04/30/2021	04/30/2021	78.62

Account 53610 - Building Repairs Totals

Invoice Transactions 2 \$285.47

Account 53950 - Landfill

2260 - Republic Services, INC	0694-002722763	18-Landfill May TLRC	Paid by EFT # 40509	04/20/2021	04/20/2021	04/30/2021	04/30/2021	225.00
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Account 53950 - Landfill Totals

Invoice Transactions 1 \$225.00

Program 185000 - Twin Lakes Recreation Center Totals

Invoice Transactions 13 \$5,606.05

Program 185002 - TLRC-Health & Wellness



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Account 53940 - Temporary Contractual Employee

6161 - Morgan Ashley Banks	040921	18-TLRC Fitness Specialist	Paid by EFT # 40370	04/20/2021	04/20/2021	04/30/2021	04/30/2021	156.25
7276 - Kaitlyn Clementi	040621	18-TLRC Fitness Specialist	Paid by EFT # 40403	04/20/2021	04/20/2021	04/30/2021	04/30/2021	120.00
7086 - Rivkah L Moore	041621	18-TLRC Fitness Specialist	Paid by EFT # 40481	04/20/2021	04/20/2021	04/30/2021	04/30/2021	437.50
1973 - Megan M Stark	041621	18-TLRC Fitness Specialist	Paid by EFT # 40524	04/20/2021	04/20/2021	04/30/2021	04/30/2021	315.00
7440 - William Tuttle	041521	18-TLRC Fitness Specialist	Paid by EFT # 40541	04/20/2021	04/20/2021	04/30/2021	04/30/2021	212.50

Account 53940 - Temporary Contractual Employee Totals Invoice Transactions 5 \$1,241.25

Program 185002 - TLRC-Health & Wellness Totals Invoice Transactions 5 \$1,241.25

Program 185006 - TLRC-Concessions

Account 43290 - Concessions

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	70.33
Account 43290 - Concessions Totals							Invoice Transactions 1	<u>\$70.33</u>

Account 52330 - Street , Alley, and Sewer Material

5819 - Synchrony Bank	6906	18 - TLRC Concession Item Purchase	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	92.18
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1	<u>\$92.18</u>
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 2	<u>\$162.51</u>

Program 186500 - Community Events

Account 52420 - Other Supplies

4798 - Fun Express, LLC	708305285	18 - crafts items for the 7-01 spring break event series	Paid by EFT # 40425	04/20/2021	04/20/2021	04/30/2021	04/30/2021	90.52
5819 - Synchrony Bank	473837663	18-Amazon Outward Hound Squeaker - Dog 444	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	11.98
5819 - Synchrony Bank	468756796	18-Amazon Squeaker Ballz - Dog Event 783	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	11.98
Account 52420 - Other Supplies Totals							Invoice Transactions 3	<u>\$114.48</u>
Program 186500 - Community Events Totals							Invoice Transactions 3	<u>\$114.48</u>

Program 186502 - Community Events-Gardens

Account 52420 - Other Supplies

2689 - Greendell Landscape Solutions, INC	0219973-IN	18-Garden Compost Bags	Paid by EFT # 40431	04/20/2021	04/20/2021	04/30/2021	04/30/2021	115.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$115.00</u>
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 1	<u>\$115.00</u>

Program 186503 - Community Events-Farmers' Market

Account 47240 - EBT Market Bucks



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14571 - Melvin E Reeves	2385	Market Bucks	Paid by EFT # 40508	04/20/2021	04/20/2021	04/30/2021	04/30/2021	63.00
12430 - Luke Rhodes	2382	Market Bucks	Paid by EFT # 40510	04/20/2021	04/20/2021	04/30/2021	04/30/2021	111.00
12430 - Luke Rhodes	2386	Market Bucks	Paid by EFT # 40510	04/20/2021	04/20/2021	04/30/2021	04/30/2021	135.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2383	Market Bucks	Paid by EFT # 40518	04/20/2021	04/20/2021	04/30/2021	04/30/2021	9.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2384	Market Bucks	Paid by EFT # 40518	04/20/2021	04/20/2021	04/30/2021	04/30/2021	24.00
			Account 47240 - EBT Market Bucks Totals				Invoice Transactions 5	<u>\$342.00</u>

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	694312	18- bolts for tent repair	Paid by EFT # 40462	04/20/2021	04/20/2021	04/30/2021	04/30/2021	4.60
			Account 52420 - Other Supplies Totals				Invoice Transactions 1	<u>\$4.60</u>

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	82116-001 033121	18-Water Sewer Charges February Market	Paid by Check # 73711	04/19/2021	04/19/2021	04/19/2021	04/21/2021	10.79
208 - City Of Bloomington Utilities	82116-001 043021	18-Water Sewer Charges March FM	Paid by Check # 73711	04/19/2021	04/19/2021	04/19/2021	04/21/2021	10.79
			Account 53530 - Water and Sewer Totals				Invoice Transactions 2	<u>\$21.58</u>
			Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 8	<u>\$368.18</u>

Program **186506 - Performing Art Series**

Account **52420 - Other Supplies**

5819 - Synchrony Bank	434446498 963	18-Amazon Elf, Rear Window, The Dark	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	25.04
5819 - Synchrony Bank	469769566 784	18-Amazon Refund for Returned DVDs	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	(10.24)
5819 - Synchrony Bank	475933755 379	18-Amazon Willy Wonka DVD Movies in the Park	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	4.00
5819 - Synchrony Bank	543873363 699	18-Amazon Refund for Returned Movies	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	(21.62)
5819 - Synchrony Bank	738363689 699	18-Amazon Refund for Returned DVDs	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	(8.74)
			Account 52420 - Other Supplies Totals				Invoice Transactions 5	<u>(\$11.56)</u>
			Program 186506 - Performing Art Series Totals				Invoice Transactions 5	<u>(\$11.56)</u>

Program **187001 - Adult Sports-Softball**

Account **43220 - Facility Rentals**

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	32.47
			Account 43220 - Facility Rentals Totals				Invoice Transactions 1	<u>\$32.47</u>

Account **52210 - Institutional Supplies**



Board of Park & Recreation Claim Register

Invoice Date Range 04/14/21 - 04/30/21

5819 - Synchrony Bank	6908	18- TLSP Band aids	Paid by Check # 73737	04/20/2021	04/20/2021	04/30/2021	04/30/2021	32.94
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1	\$32.94
Account 52420 - Other Supplies								
822 - Indiana Amateur Softball Association, INC	2021020923	18- TLSP 2021 Softball Order	Paid by EFT # 40443	04/20/2021	04/20/2021	04/30/2021	04/30/2021	3,210.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$3,210.00
Account 53910 - Dues and Subscriptions								
822 - Indiana Amateur Softball Association, INC	2021020940	18- TLSP Blmgtn Season Opener Tournament	Paid by EFT # 40443	04/20/2021	04/20/2021	04/30/2021	04/30/2021	585.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$585.00
Account 53940 - Temporary Contractual Employee								
7461 - Alexander George Barnes	040321	18- TLSP Umpire BSO Tournament- Barnes	Paid by EFT # 40371	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
5562 - Edwin J Briggeman	040321	18- TLSP Umpire BSO Tournament- Briggeman	Paid by EFT # 40386	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
20105 - Brandon B Chambers	040321	18- TLSP Umpire- BSO Opener- Chambers	Paid by EFT # 40394	04/20/2021	04/20/2021	04/30/2021	04/30/2021	220.00
7731 - Mark A Craig	040321	18- TLSP Umpire BSO Tournament- Craig	Paid by EFT # 40406	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
7147 - Keith E Crittenden	040321	18-TLSP Adult Softball Umpire	Paid by EFT # 40407	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
5563 - Timothy D Decker	040321	18- TLSP Umpire BSO Tournament- Decker	Paid by EFT # 40410	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
7409 - Benjamin Steven Edge	040321	18- TLSP Umpire BSO Tournament- Edge	Paid by EFT # 40415	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
7730 - Dennis Labhart	040321	18- TLSP Umpire BSO Tournament- Labhart	Paid by EFT # 40466	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
5224 - Michael L LaGrave	040321	18- TLSP Umpire BSO Tournament- LaGrave	Paid by EFT # 40467	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
7410 - Michelle Riester	040321	18- TLSP Umpire BSO Tournament- Riester	Paid by EFT # 40514	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
3715 - Alihandro B Teran	040321	18-TLSP Adult Softball Umpire	Paid by EFT # 40531	04/20/2021	04/20/2021	04/30/2021	04/30/2021	150.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 11	\$1,720.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 15	\$5,580.41
Program 187006 - Adult Sports-Concessions								
Account 53990 - Other Services and Charges								
199 - Monroe County Government	010121 TLSP	18 - TLSP Concessions Food License 2021	Paid by Check # 73735	04/20/2021	04/20/2021	04/30/2021	04/30/2021	100.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$100.00
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions 1	\$100.00
Program 189000 - Operations								



Board of Park & Recreation Claim Register

Invoice Date Range 04/14/21 - 04/30/21

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	470723	18-(1) 4x4 treated post & (1) treated decor.	Paid by EFT # 40377	04/20/2021	04/20/2021	04/30/2021	04/30/2021	26.98
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INv-50004	18-(1) 12"x18" sign for Huerta Garden	Paid by EFT # 40512	04/20/2021	04/20/2021	04/30/2021	04/30/2021	64.95

Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$91.93
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Account 53990 - Other Services and Charges

19741 - Mader Design, LLC	1272	18- Rogers Family Park Design	Paid by EFT # 40472	04/20/2021	04/20/2021	04/30/2021	04/30/2021	5,000.00
19741 - Mader Design, LLC	1289	18- Rogers Family Park Design	Paid by EFT # 40472	04/20/2021	04/20/2021	04/30/2021	04/30/2021	12,500.00

Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$17,500.00
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Program 189000 - Operations Totals	Invoice Transactions 4	\$17,591.93
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Program 189003 - Operations-Open Shelters

Account 43220 - Facility Rentals

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	342.25
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Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$342.25
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Program 189003 - Operations-Open Shelters Totals	Invoice Transactions 1	\$342.25
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Program 189006 - Switchyard Property

Account 43220 - Facility Rentals

204 - State Of Indiana	March 21 Sales	18-March 2021 Sales Tax	Paid by EFT # 40347	04/16/2021	04/16/2021	04/16/2021	04/19/2021	87.68
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Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$87.68
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Program 189006 - Switchyard Property Totals	Invoice Transactions 1	\$87.68
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Program G20002 - Banneker ROI

Account 52420 - Other Supplies

6013 - B&H Foto & Electronics Corp	184836563	18-BBCC-ROI Content Lab Equipment	Paid by EFT # 40368	04/20/2021	04/20/2021	04/30/2021	04/30/2021	3,731.08
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Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$3,731.08
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Account 53990 - Other Services and Charges

5819 - Synchrony Bank	759757384 793	18-Amazon BBC Nintendo Switch,	Paid by EFT # 40526	04/20/2021	04/20/2021	04/30/2021	04/30/2021	1,333.56
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$1,333.56
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Program G20002 - Banneker ROI Totals	Invoice Transactions 2	\$5,064.64
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Department 18 - Parks & Recreation Totals	Invoice Transactions 101	\$52,746.17
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Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 101	\$52,746.17
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Fund 977 - Parks 2016 GO Bond Proceeds

Department 18 - Parks & Recreation

Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP

Account 54510 - Other Capital Outlays



Board of Park & Recreation Claim Register

Invoice Date Range 04/14/21 - 04/30/21

7548 - Shepherd's Construction Company, INC	4815	18- Peoples Park Surface and Lighting	Paid by EFT # 40517	04/20/2021	04/20/2021	04/30/2021	04/30/2021	3,300.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$3,300.00
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals						Invoice Transactions 1		\$3,300.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 1		\$3,300.00
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 1		\$3,300.00
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018A - 7th St Green Way, RCA Power Line								
Account 54510 - Other Capital Outlays								
5641 - AZTEC Engineering Group, INC	201007	18- Duke Power Line Trail Design	Paid by EFT # 40366	04/20/2021	04/20/2021	04/30/2021	04/30/2021	5,680.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$5,680.00
Program 18018A - 7th St Green Way, RCA Power Line Totals						Invoice Transactions 1		\$5,680.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 1		\$5,680.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals						Invoice Transactions 1		\$5,680.00
Grand Totals						Invoice Transactions 299		\$143,793.08

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/30/2021	Claims				143,793.08
					<u>143,793.08</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 143,793.08

Dated this _____ day of _____ year of 20____.

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 _____



Board of Park & Recreation Claim Register

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

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1929009	18- planner, file jackets, correction tape	Paid by EFT # 40692		05/04/2021	05/04/2021	05/14/2021		05/14/2021	107.60
Account 52110 - Office Supplies Totals									Invoice Transactions 1	<u>\$107.60</u>
Account 53210 - Telephone										
1079 - AT&T	81234937000	18- AT&T Landlines	Paid by Check # 73749		04/28/2021	04/28/2021	04/28/2021		04/28/2021	2,148.93
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752		04/28/2021	04/28/2021	04/28/2021		04/28/2021	29.24
Account 53210 - Telephone Totals									Invoice Transactions 2	<u>\$2,178.17</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776		05/04/2021	05/04/2021	05/14/2021		05/14/2021	53.89
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$53.89</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	144478260	18-Notary Cert - Ethan Philbeck	Paid by Check # 73776		05/04/2021	05/04/2021	05/14/2021		05/14/2021	75.00
3560 - First Financial Bank / Credit Cards	144478332	18-Notary Cert - Brenda McGlothlin	Paid by Check # 73776		05/04/2021	05/04/2021	05/14/2021		05/14/2021	75.00
3560 - First Financial Bank / Credit Cards	145038846	18-Notary Cert - Melissa Grabowski	Paid by Check # 73776		05/04/2021	05/04/2021	05/14/2021		05/14/2021	75.00
3560 - First Financial Bank / Credit Cards	107852284	18-ISP Check for Notary - Philbeck	Paid by Check # 73776		05/04/2021	05/04/2021	05/14/2021		05/14/2021	16.32
3560 - First Financial Bank / Credit Cards	107852634	18-ISP Check for Notary - McGlothlin	Paid by Check # 73776		05/04/2021	05/04/2021	05/14/2021		05/14/2021	16.32
3560 - First Financial Bank / Credit Cards	108324454	18-ISP Check for Notary - Grabowski	Paid by Check # 73776		05/04/2021	05/04/2021	05/14/2021		05/14/2021	16.32
Account 53990 - Other Services and Charges Totals									Invoice Transactions 6	<u>\$273.96</u>
Program 181000 - Administration Totals									Invoice Transactions 10	<u>\$2,613.62</u>
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752		04/28/2021	04/28/2021	04/28/2021		04/28/2021	41.19
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$41.19</u>
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	9479	18-Grippy Lake boathouse rules and map poster	Paid by EFT # 40628		05/04/2021	05/04/2021	05/14/2021		05/14/2021	33.00
Account 53310 - Printing Totals									Invoice Transactions 1	<u>\$33.00</u>



Board of Park & Recreation Claim Register

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

Account 53320 - Advertising

3560 - First Financial Bank / Credit Cards	38482517486256	18-Facebook Post 83	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	20.91
Account 53320 - Advertising Totals Invoice Transactions 1								<u>\$20.91</u>

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	INT210314-6811a	18-Sales Tax Refund from JotForm	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	(27.30)
3560 - First Financial Bank / Credit Cards	0B13F37-0013	18-Rolby Email Subscription	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	535.50
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2								<u>\$508.20</u>
Program 181100 - Marketing Totals Invoice Transactions 5								<u>\$603.30</u>

Program 182001 - Aquatics - Bryan Pool

Account 52340 - Other Repairs and Maintenance

19275 - Aqua Pro Pool & Spa Specialists, INC	27911	18 - PVC Nut for Bryan Pool	Paid by EFT # 40596	05/04/2021	05/04/2021	05/14/2021	05/14/2021	59.94
54255 - Spear Corporation	311106	18 - Bryan Pool- 2 booster pumps, filter	Paid by EFT # 40723	05/04/2021	05/04/2021	05/14/2021	05/14/2021	6,701.50
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 2								<u>\$6,761.44</u>

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	693712	18 - Misc for opening Pools	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	38.36
394 - Kleindorfer Hardware & Variety	694776	18-misc pool supplies	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	14.43
394 - Kleindorfer Hardware & Variety	694616	18-pro shop items	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	12.64
394 - Kleindorfer Hardware & Variety	691193	18 - Misc for opening Pools	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	116.83
394 - Kleindorfer Hardware & Variety	710348	18 - Misc for opening Pools	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	.00
394 - Kleindorfer Hardware & Variety	691362	18 - Misc for opening Pools	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	144.81
394 - Kleindorfer Hardware & Variety	710143	18-misc pool supplies	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	27.68
5819 - Synchrony Bank	8112	18 - Pool facility cleaning supplies	Paid by Check # 73792	05/04/2021	05/04/2021	05/14/2021	05/14/2021	111.10
Account 52420 - Other Supplies Totals Invoice Transactions 8								<u>\$465.85</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	29.24
Account 53210 - Telephone Totals Invoice Transactions 1								<u>\$29.24</u>

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	48.89
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Board of Park & Recreation Claim Register

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

Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$48.89		
Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 12		\$7,305.42		
Program 182002 - Aquatics - Mills Pool								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	710150	18 - Misc for opening Pools	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	46.00
394 - Kleindorfer Hardware & Variety	693712	18 - Misc for opening Pools	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	40.62
394 - Kleindorfer Hardware & Variety	710348	18 - Misc for opening Pools	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	106.22
Account 52420 - Other Supplies Totals				Invoice Transactions 3		\$192.84		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	82.73
Account 53210 - Telephone Totals				Invoice Transactions 1		\$82.73		
Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 4		\$275.57		
Program 182500 - Frank Southern Center								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	85.15
Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$85.15		
Program 182500 - Frank Southern Center Totals				Invoice Transactions 1		\$85.15		
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
365 - Rogers Group, INC	0069152715	18 - Bunker sand	Paid by EFT # 40710	05/04/2021	05/04/2021	05/14/2021	05/14/2021	80.00
365 - Rogers Group, INC	0071181769	18 - gravel	Paid by EFT # 40710	05/04/2021	05/04/2021	05/14/2021	05/14/2021	29.40
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 2		\$109.40		
Account 52230 - Garage and Motor Supplies								
4046 - Heritage-Crystal Clean, INC	16762014	18 - Parts cleaner	Paid by EFT # 40648	05/04/2021	05/04/2021	05/14/2021	05/14/2021	193.48
Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1		\$193.48		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	53.49
Account 53210 - Telephone Totals				Invoice Transactions 1		\$53.49		
Account 53530 - Water and Sewer								
199 - Monroe County Government	012-10350-01 20	18-Parks Property Taxes Golf Course	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	491.08
Account 53530 - Water and Sewer Totals				Invoice Transactions 1		\$491.08		



Board of Park & Recreation Claim Register

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

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	4,064.68
Account 53830 - Bank Charges Totals Invoice Transactions 1								<hr/> \$4,064.68

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	88.89
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1								<hr/> \$88.89
Program 183500 - Golf Services Totals Invoice Transactions 7								<hr/> \$5,001.02

Program 184000 - Natural Resources

Account 52420 - Other Supplies

64 - Monroe County Public Library	04/16/2021	18-Park Crawl Straw Purchase	Paid by EFT # 40683	05/04/2021	05/04/2021	05/14/2021	05/14/2021	300.00
Account 52420 - Other Supplies Totals Invoice Transactions 1								<hr/> \$300.00

Account 52430 - Uniforms and Tools

798 - Winters Associates Promotional Products, INC	113646	18- Staff shirts and ponchos	Paid by EFT # 40751	05/04/2021	05/04/2021	05/14/2021	05/14/2021	62.30
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1								<hr/> \$62.30

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	70.43
Account 53210 - Telephone Totals Invoice Transactions 1								<hr/> \$70.43

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	5.37
Account 53830 - Bank Charges Totals Invoice Transactions 1								<hr/> \$5.37

Account 53920 - Laundry and Other Sanitation Services

4175 - The Stables Events, LLC (Izzy's Rentals)	12717	18-Wapehani and Griffy Restroom Service	Paid by EFT # 40738	05/04/2021	05/04/2021	05/14/2021	05/14/2021	140.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1								<hr/> \$140.00

Account 53990 - Other Services and Charges

199 - Monroe County Government	016-35440-00 20	18-Parks Property Taxes Leonard Springs	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	173.50
Account 53990 - Other Services and Charges Totals Invoice Transactions 1								<hr/> \$173.50
Program 184000 - Natural Resources Totals Invoice Transactions 6								<hr/> \$751.60

Program 184500 - Youth Services -Juke Box

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	128.88
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1								<hr/> \$128.88
Program 184500 - Youth Services -Juke Box Totals Invoice Transactions 1								<hr/> \$128.88



Board of Park & Recreation Claim Register

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

Program 186500 - Community Events

Account 52420 - Other Supplies

5099 - Office Three Sixty, INC	1929009B1	18- office chair	Paid by EFT # 40692	05/04/2021	05/04/2021	05/14/2021	05/14/2021	255.78
Account 52420 - Other Supplies Totals Invoice Transactions 1								<u>\$255.78</u>

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	88.89
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1								<u>\$88.89</u>
Program 186500 - Community Events Totals Invoice Transactions 2								<u>\$344.67</u>

Program 186502 - Community Events-Gardens

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	470646	18-tire repair, fence post driver, Community	Paid by EFT # 40605	05/04/2021	05/04/2021	05/14/2021	05/14/2021	31.98
394 - Kleindorfer Hardware & Variety	694279	18-supplies for SYP community gardens	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	27.19
394 - Kleindorfer Hardware & Variety	694606	18-straw	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	39.00
Account 52420 - Other Supplies Totals Invoice Transactions 3								<u>\$98.17</u>
Program 186502 - Community Events-Gardens Totals Invoice Transactions 3								<u>\$98.17</u>

Program 187001 - Adult Sports-Softball

Account 52230 - Garage and Motor Supplies

6262 - Koenig Equipment, INC	P22366	18 TLSP 2 gallon mix	Paid by EFT # 40669	05/04/2021	05/04/2021	05/14/2021	05/14/2021	20.93
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1								<u>\$20.93</u>

Account 52420 - Other Supplies

7722 - Indiana Field Supplies, LLC	2021-128	18 TLSP Rapid Dry and Standard Red Conditioner	Paid by EFT # 40653	05/04/2021	05/04/2021	05/14/2021	05/14/2021	2,659.20
394 - Kleindorfer Hardware & Variety	693544	18 TLSP US Flag replacement	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	81.49
Account 52420 - Other Supplies Totals Invoice Transactions 2								<u>\$2,740.69</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	48.50
Account 53210 - Telephone Totals Invoice Transactions 1								<u>\$48.50</u>

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	195.19
Account 53830 - Bank Charges Totals Invoice Transactions 1								<u>\$195.19</u>

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	48.89
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Invoice Date Range 04/28/21 - 05/14/21

				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$48.89
				Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 6		\$3,054.20
Program 187202 - Youth Sports-Winslow								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO914640.1	18 - Winslow seed, fertilizer, grub control	Paid by EFT # 40588	05/04/2021	05/04/2021	05/14/2021	05/14/2021	2,103.05
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$2,103.05
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	710276	18-duct tape, tubing: 18	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	34.28
394 - Kleindorfer Hardware & Variety	694725	- Winslow Misc Supplies 18-vinyl tubing, simple green, hitch pin, pins	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	23.25
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2		\$57.53
Account 52420 - Other Supplies								
2005 - Bloomington Speedway Mulch, INC	23165	18 - Winslow mulch for landscaping	Paid by EFT # 40608	05/04/2021	05/04/2021	05/14/2021	05/14/2021	29.90
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$29.90
Account 53650 - Other Repairs								
138 - Gooldy & Sons, INC	H 2262	18 - Service and repair for Ice Machine Winslow	Paid by EFT # 40643	05/04/2021	05/04/2021	05/14/2021	05/14/2021	382.50
138 - Gooldy & Sons, INC	H 2208	18 - Service and repair for Ice Machine Winslow	Paid by EFT # 40643	05/04/2021	05/04/2021	05/14/2021	05/14/2021	130.00
539 - Price Electric, INC	33752	18 - Winslow Jr Sid Bathrom Light Repair	Paid by EFT # 40701	05/04/2021	05/04/2021	05/14/2021	05/14/2021	408.00
				Account 53650 - Other Repairs Totals		Invoice Transactions 3		\$920.50
				Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 7		\$3,110.98
Program 187208 - Youth Sports-Olcott								
Account 53990 - Other Services and Charges								
5600 - Greenscapers, LLC	49492	18- Olcott Turf Repair on South Field	Paid by EFT # 40644	05/04/2021	05/04/2021	05/14/2021	05/14/2021	2,879.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$2,879.00
				Program 187208 - Youth Sports-Olcott Totals		Invoice Transactions 1		\$2,879.00
Program 187500 - Banneker								
Account 52210 - Institutional Supplies								
453 - ULINE, INC	132070441	18-BBCC-Welcome Mat	Paid by EFT # 40745	05/04/2021	05/04/2021	05/14/2021	05/14/2021	274.31
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$274.31
Account 52420 - Other Supplies								
5819 - Synchrony Bank	4280	18-BBCC-TLI Supplies	Paid by Check # 73792	05/04/2021	05/04/2021	05/14/2021	05/14/2021	87.58
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$87.58



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Account 53610 - Building Repairs

5605 - Photizo, LLC (Fish Window Cleaning)	3120-12643	18-BBCC-Window Cleaning	Paid by EFT # 40697	05/04/2021	05/04/2021	05/14/2021	05/14/2021	580.00
Account 53610 - Building Repairs Totals Invoice Transactions 1								<u>\$580.00</u>

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	88.89
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1								<u>\$88.89</u>
Program 187500 - Banneker Totals Invoice Transactions 4								<u>\$1,030.78</u>

Program 188001 - Inclusive Recreation

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	24.25
Account 53210 - Telephone Totals Invoice Transactions 1								<u>\$24.25</u>
Program 188001 - Inclusive Recreation Totals Invoice Transactions 1								<u>\$24.25</u>

Program 189000 - Operations

Account 52230 - Garage and Motor Supplies

394 - Kleindorfer Hardware & Variety	693686	18-oil dry	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	12.49
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1								<u>\$12.49</u>

Account 52310 - Building Materials and Supplies

1537 - Indiana Door & Hardware Specialties, INC	6094AA	18-Service to work on restroom door @ RCA	Paid by Check # 73781	05/04/2021	05/04/2021	05/14/2021	05/14/2021	75.00
394 - Kleindorfer Hardware & Variety	710672	18-4" inground grate	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	4.78
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2								<u>\$79.78</u>

Account 52340 - Other Repairs and Maintenance

394 - Kleindorfer Hardware & Variety	692257	18-srpay paint, fun tak, swag hook, nails	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	13.64
394 - Kleindorfer Hardware & Variety	694780	18-hydrant, hydrant repair kit, concrete	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	120.98
394 - Kleindorfer Hardware & Variety	694681	18-PVC fitting, glue,primer, thread	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	13.65
394 - Kleindorfer Hardware & Variety	694537	18-tapcons, washers, bushings, fittings	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	29.51
6262 - Koenig Equipment, INC	P22521	18-(3) Stihl blowers	Paid by EFT # 40669	05/04/2021	05/04/2021	05/14/2021	05/14/2021	560.97
4443 - The Sherwin Williams Company	2604-0	18-3 gal of parks green paint, 1 gal lighter green	Paid by EFT # 40737	05/04/2021	05/04/2021	05/14/2021	05/14/2021	154.00
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 6								<u>\$892.75</u>

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	694855	18-key made	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	1.50
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Invoice Date Range 04/28/21 - 05/14/21

Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$1.50		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	312.58
Account 53210 - Telephone Totals				Invoice Transactions 1		\$312.58		
Account 53510 - Electrical Services								
223 - Duke Energy	324036530200421	18- Electric Charges for April Ops	Paid by Check # 73769	05/03/2021	05/03/2021	05/03/2021	05/03/2021	19.63
Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$19.63		
Account 53530 - Water and Sewer								
199 - Monroe County Government	014-01070-02 20	18-Parks Property Taxes Clear Creek	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	115.38
199 - Monroe County Government	014-07400-01 20	18-Parks Property Taxes Clear Creek	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	244.54
199 - Monroe County Government	014-07850-09 20	18-Parks Property Taxes Clear Creek	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	75.76
199 - Monroe County Government	014-01070-01 20	18-Parks Property Taxes Clear Creek	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	75.76
199 - Monroe County Government	012-07610-00 20	18-Parks Property Taxes Dog Park	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	89.56
199 - Monroe County Government	014-04425-10 20	18-Parks Property Taxes Jackson Creek Trail	Paid by EFT # 40574	05/04/2021	05/04/2021	05/04/2021	05/04/2021	377.86
Account 53530 - Water and Sewer Totals				Invoice Transactions 6		\$978.86		
Program 189000 - Operations Totals				Invoice Transactions 18		\$2,297.59		
Program 189006 - Switchyard Property								
Account 52310 - Building Materials and Supplies								
19275 - Aqua Pro Pool & Spa Specialists, INC	27799	18 SYP Sodium Bicarbonate	Paid by EFT # 40596	05/04/2021	05/04/2021	05/14/2021	05/14/2021	280.00
19275 - Aqua Pro Pool & Spa Specialists, INC	27800	18 SYP Sodium Bicarbonate for spray	Paid by EFT # 40596	05/04/2021	05/04/2021	05/14/2021	05/14/2021	336.00
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 2		\$616.00		
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	693811	18 SYP Safety Equipment	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	69.21
394 - Kleindorfer Hardware & Variety	694777	18 SYP Landscape fabric staples and electrical	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	15.06
Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$84.27		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	41.19
Account 53210 - Telephone Totals				Invoice Transactions 1		\$41.19		
Account 53910 - Dues and Subscriptions								



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3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	48.89
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		48.89
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	3006262	18 SYP Vestibule Rug Service	Paid by EFT # 40699	05/04/2021	05/04/2021	05/14/2021	05/14/2021	113.03
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 1		113.03
Program 189006 - Switchyard Property Totals						Invoice Transactions 7		903.38
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
52948 - Mays Greenhouse, LLC	29172	18- LAND plants, pavers, soil amendments	Paid by EFT # 40676	05/04/2021	05/04/2021	05/14/2021	05/14/2021	161.91
5391 - Spence Restoration Nursery, INC	2094	18- LAND (2646) native plant plugs	Paid by EFT # 40724	05/04/2021	05/04/2021	05/14/2021	05/14/2021	4,771.80
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 2		4,933.71
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	41.19
Account 53210 - Telephone Totals						Invoice Transactions 1		41.19
Program 189500 - Landscaping Totals						Invoice Transactions 3		4,974.90
Program 189501 - Cemeteries								
Account 52230 - Garage and Motor Supplies								
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290027909	18- CEM (2) tires for Cemeteries watering	Paid by EFT # 40603	05/04/2021	05/04/2021	05/14/2021	05/14/2021	50.20
Account 52230 - Garage and Motor Supplies Totals						Invoice Transactions 1		50.20
Account 52340 - Other Repairs and Maintenance								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	363172	18- CEM Water trailer-battery, switch, battery	Paid by EFT # 40722	05/04/2021	05/04/2021	05/14/2021	05/14/2021	107.92
Account 52340 - Other Repairs and Maintenance Totals						Invoice Transactions 1		107.92
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	694732	18-thermo couplers	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	21.37
Account 52420 - Other Supplies Totals						Invoice Transactions 1		21.37
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	41.19
Account 53210 - Telephone Totals						Invoice Transactions 1		41.19
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	57.17
Account 53830 - Bank Charges Totals						Invoice Transactions 1		57.17



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Program **189503 - Urban Forestry**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

287297421132-421

06-cell phone chgs 3/12-4/11/21-Inv.

Paid by Check # 73752

04/28/2021

04/28/2021

04/28/2021

04/28/2021

158.91

Program **189501 - Cemeteries** Totals

Invoice Transactions 5

\$277.85

Account **53210 - Telephone** Totals

Invoice Transactions 1

\$158.91

Program **189503 - Urban Forestry** Totals

Invoice Transactions 1

\$158.91

Department **18 - Parks & Recreation** Totals

Invoice Transactions 104

\$35,919.24

Fund **200 - Parks and Recreation Gen (S1301)** Totals

Invoice Transactions 104

\$35,919.24

Fund **201 - Parks and Rec Non Reverting**

Department **18 - Parks & Recreation**

Program **181000 - Administration**

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

7454 - The Troyer Group, INC

16614

18-Master Plan Consulting Services

Paid by EFT # 40740

05/04/2021

05/04/2021

05/14/2021

05/14/2021

2,070.00

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

Invoice Transactions 1

\$2,070.00

Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.

ParksBnkFee03-21

26-Bank Fees March 2021

Paid by EFT # 40578

04/30/2021

04/30/2021

04/30/2021

04/30/2021

104.69

Account **53830 - Bank Charges** Totals

Invoice Transactions 1

\$104.69

Program **181000 - Administration** Totals

Invoice Transactions 2

\$2,174.69

Program **182001 - Aquatics - Bryan Pool**

Account **52420 - Other Supplies**

7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)

ORD000946924

18 - Lifeguard Training Manikin w CPR

Paid by EFT # 40587

05/04/2021

05/04/2021

05/14/2021

05/14/2021

1,270.95

7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)

ORD000946925

18 - Replace damaged rescue tubes

Paid by EFT # 40587

05/04/2021

05/04/2021

05/14/2021

05/14/2021

636.00

7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)

ORD000950899

18 - Dive Blocks for lifeguard training

Paid by EFT # 40587

05/04/2021

05/04/2021

05/14/2021

05/14/2021

82.50

Account **52420 - Other Supplies** Totals

Invoice Transactions 3

\$1,989.45

Program **182001 - Aquatics - Bryan Pool** Totals

Invoice Transactions 3

\$1,989.45

Program **182003 - Aquatics-Health & Safety**

Account **53990 - Other Services and Charges**

4504 - American National Red Cross

22340214

18-American Red Cross Training Staff

Paid by EFT # 40590

05/04/2021

05/04/2021

05/14/2021

05/14/2021

256.00

Account **53990 - Other Services and Charges** Totals

Invoice Transactions 1

\$256.00

Program **182003 - Aquatics-Health & Safety** Totals

Invoice Transactions 1

\$256.00

Program **183500 - Golf Services**

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

5819 - Synchrony Bank

6045

18 - Snack Bar items

Paid by Check # 73792

05/04/2021

05/04/2021

05/14/2021

05/14/2021

100.92



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5819 - Synchrony Bank	7540	18 - Snack Bar items	Paid by Check # 73792	05/04/2021	05/04/2021	05/14/2021	05/14/2021	11.92
5819 - Synchrony Bank	8915	18 - Snack Bar items	Paid by Check # 73792	05/04/2021	05/04/2021	05/14/2021	05/14/2021	167.94
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 3	\$280.78
Account 52420 - Other Supplies								
5819 - Synchrony Bank	0864	18 - Industrial Supplies	Paid by Check # 73792	05/04/2021	05/04/2021	05/14/2021	05/14/2021	191.42
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$191.42
Program 183500 - Golf Services Totals							Invoice Transactions 4	\$472.20
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	910729172	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	275.83
4072 - Acushnet Company	910787935	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	288.20
4072 - Acushnet Company	910806168	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	156.37
4072 - Acushnet Company	910820075	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	301.58
4072 - Acushnet Company	910820791	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	243.21
4072 - Acushnet Company	910821295	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	567.00
4072 - Acushnet Company	910823324	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	122.66
4072 - Acushnet Company	910833437	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	272.93
4072 - Acushnet Company	910881462	18-pro shop items	Paid by Check # 73772	05/04/2021	05/04/2021	05/14/2021	05/14/2021	500.08
7230 - Antigua Group INC	AIN-1764049	18 - Golf Clothing	Paid by EFT # 40594	05/04/2021	05/04/2021	05/14/2021	05/14/2021	144.42
3978 - J & M Golf, INC	0622330-IN	18 - Tees, ball markers, towels, & misc.	Paid by EFT # 40661	05/04/2021	05/04/2021	05/14/2021	05/14/2021	342.18
53619 - Ping, INC	15669585	18-pro shop items	Paid by EFT # 40698	05/04/2021	05/04/2021	05/14/2021	05/14/2021	473.01
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 12	\$3,687.47
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 12	\$3,687.47
Program 184501 - Youth Services-Kid City Camps								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	678.23
Account 53830 - Bank Charges Totals							Invoice Transactions 1	\$678.23



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Program 184501 - Youth Services-Kid City Camps Totals				Invoice Transactions 1				\$678.23
Program 185000 - Twin Lakes Recreation Center								
Account 52310 - Building Materials and Supplies								
423 - City Glass of Bloomington, INC	73357	18 - TLRC Turf Plexi Replacement	Paid by EFT # 40622	05/04/2021	05/04/2021	05/14/2021	05/14/2021	538.92
394 - Kleindorfer Hardware & Variety	691968	18-pump sprayer	Paid by EFT # 40668	05/04/2021	05/04/2021	05/14/2021	05/14/2021	29.99
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 2		\$568.91
Account 52420 - Other Supplies								
6740 - Gilles Home Sales & Service (Fitness Exercise)	107320	18-Fitness Equipment Repair and Maintenance -	Paid by EFT # 40640	05/04/2021	05/04/2021	05/14/2021	05/14/2021	81.95
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$81.95
Account 53320 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1858843	18- TLRC Advertising on Northside Kroger Carts	Paid by Check # 73789	05/04/2021	05/04/2021	05/14/2021	05/14/2021	417.63
Account 53320 - Advertising Totals						Invoice Transactions 1		\$417.63
Account 53610 - Building Repairs								
53657 - Plymate, INC	3007908	18 - TLRC Entry Mat Service	Paid by EFT # 40699	05/04/2021	05/04/2021	05/14/2021	05/14/2021	78.62
Account 53610 - Building Repairs Totals						Invoice Transactions 1		\$78.62
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	1,052.47
Account 53830 - Bank Charges Totals						Invoice Transactions 1		\$1,052.47
Account 53910 - Dues and Subscriptions								
454 - DirecTV, LLC	075619410X210422	18-Satellite Service	Paid by Check # 73763	05/03/2021	05/03/2021	05/03/2021	05/03/2021	228.98
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		\$228.98
Program 185000 - Twin Lakes Recreation Center Totals						Invoice Transactions 7		\$2,428.56
Program 185002 - TLRC-Health & Wellness								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	3.37
Account 53830 - Bank Charges Totals						Invoice Transactions 1		\$3.37
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	042721	18-TLRC Fitness Specialist	Paid by EFT # 40599	05/04/2021	05/04/2021	05/14/2021	05/14/2021	93.75
7086 - Rivkah L Moore	042621	18-TLRC Fitness Specialist	Paid by EFT # 40686	05/04/2021	05/04/2021	05/14/2021	05/14/2021	218.75
1973 - Megan M Stark	043021	18-TLRC Fitness Specialist	Paid by EFT # 40728	05/04/2021	05/04/2021	05/14/2021	05/14/2021	435.00



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7440 - William Tuttle	042221	18-TLRC Fitness Specialist	Paid by EFT # 40743	05/04/2021	05/04/2021	05/14/2021	05/14/2021	106.25
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 4		\$853.75
			Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 5		\$857.12
Program 185006 - TLRC-Concessions								
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	0594	18-Sam's Club Memberships	Paid by Check # 73776	05/04/2021	05/04/2021	05/14/2021	05/14/2021	48.89
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$48.89
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 1		\$48.89
Program 186500 - Community Events								
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	113646	18- Staff shirts and ponchos	Paid by EFT # 40751	05/04/2021	05/04/2021	05/14/2021	05/14/2021	132.53
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$132.53
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	41.19
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$41.19
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	475.92
			Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$475.92
			Program 186500 - Community Events Totals			Invoice Transactions 3		\$649.64
Program 186502 - Community Events-Gardens								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	230.35
			Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$230.35
Account 53940 - Temporary Contractual Employee								
6880 - Devin Thomas Brown	042521	18- Garden Instructor	Paid by EFT # 40610	05/04/2021	05/04/2021	05/14/2021	05/14/2021	150.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$150.00
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 2		\$380.35
Program 186503 - Community Events-Farmers' Market								
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	2393	Market Bucks	Paid by EFT # 40602	05/04/2021	05/04/2021	05/14/2021	05/14/2021	153.00
3265 - Linnea Lee Good	2387	Market Bucks	Paid by EFT # 40642	05/04/2021	05/04/2021	05/14/2021	05/14/2021	6.00



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3265 - Linnea Lee Good	2394	Market Bucks	Paid by EFT # 40642	05/04/2021	05/04/2021	05/14/2021	05/14/2021	6.00
12430 - Luke Rhodes	2388	Market Bucks	Paid by EFT # 40706	05/04/2021	05/04/2021	05/14/2021	05/14/2021	81.00
12430 - Luke Rhodes	2389	Market Bucks	Paid by EFT # 40706	05/04/2021	05/04/2021	05/14/2021	05/14/2021	117.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2392	Market Bucks	Paid by EFT # 40717	05/04/2021	05/04/2021	05/14/2021	05/14/2021	36.00
5673 - Stephen Stoll	2390	Market Bucks	Paid by EFT # 40730	05/04/2021	05/04/2021	05/14/2021	05/14/2021	3.00
5673 - Stephen Stoll	2391	Market Bucks	Paid by EFT # 40730	05/04/2021	05/04/2021	05/14/2021	05/14/2021	156.00
6623 - Twilight Dairy, LLC	2395	Market Bucks	Paid by EFT # 40744	05/04/2021	05/04/2021	05/14/2021	05/14/2021	102.00
Account 47240 - EBT Market Bucks Totals						Invoice Transactions 9		<hr/> \$660.00
Account 47290 - On Line Local Market								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	34.15
Account 47290 - On Line Local Market Totals						Invoice Transactions 1		<hr/> \$34.15
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	113646	18- Staff shirts and ponchos	Paid by EFT # 40751	05/04/2021	05/04/2021	05/14/2021	05/14/2021	61.53
Account 52430 - Uniforms and Tools Totals						Invoice Transactions 1		<hr/> \$61.53
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-421	06-cell phone chgs 3/12-4/11/21-Inv.	Paid by Check # 73752	04/28/2021	04/28/2021	04/28/2021	04/28/2021	70.43
Account 53210 - Telephone Totals						Invoice Transactions 1		<hr/> \$70.43
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	24.81
Account 53830 - Bank Charges Totals						Invoice Transactions 1		<hr/> \$24.81
Program 186503 - Community Events-Farmers' Market Totals						Invoice Transactions 13		<hr/> \$850.92
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
7506 - David Davila Gonzalez	2021-01	18- performance for Nature Sounds on April	Paid by EFT # 40641	05/04/2021	05/04/2021	05/14/2021	05/14/2021	100.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		<hr/> \$100.00
Program 186506 - Performing Art Series Totals						Invoice Transactions 1		<hr/> \$100.00
Program 187001 - Adult Sports-Softball								
Account 53940 - Temporary Contractual Employee								
7461 - Alexander George Barnes	042521	18- TLSP Umpire- Barnes	Paid by EFT # 40600	05/04/2021	05/04/2021	05/14/2021	05/14/2021	60.00



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20105 - Brandon B Chambers	042221	18- TLSP Umpire- Chambers	Paid by EFT # 40619	05/04/2021	05/04/2021	05/14/2021	05/14/2021	220.00
905 - Convention And Visitors Bureau Of Monroe County	4413	18-National Softball Tournament USA Softball	Paid by EFT # 40625	05/04/2021	05/04/2021	05/14/2021	05/14/2021	9,000.00
7147 - Keith E Crittenden	042121	18- TLSP Umpire- Crittenden	Paid by EFT # 40630	05/04/2021	05/04/2021	05/14/2021	05/14/2021	160.00
17565 - Michael B Hicks (Contractual)	042521	18- TLSP Umpire- Hicks	Paid by EFT # 40649	05/04/2021	05/04/2021	05/14/2021	05/14/2021	200.00
557 - Vicki Lynn Minder	042521	18- TLSP Umpire- Minder	Paid by EFT # 40680	05/04/2021	05/04/2021	05/14/2021	05/14/2021	160.00
3715 - Alihandro B Teran	042521	18- TLSP Umpire- Teran	Paid by EFT # 40733	05/04/2021	05/04/2021	05/14/2021	05/14/2021	158.00
6470 - Adriann Nicole Wilson	042221	TLSP Umpire- Wilson	Paid by EFT # 40750	05/04/2021	05/04/2021	05/14/2021	05/14/2021	200.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 8	\$10,158.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 8	\$10,158.00
Program 187002 - Adult Sports-Tennis								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	69.36
Account 53830 - Bank Charges Totals							Invoice Transactions 1	\$69.36
Account 53990 - Other Services and Charges								
7750 - Matthew Lee Corry (MC Tennis, LLC)	1	18-Partner payment #1 for May Lessons 2021	Paid by EFT # 40626	05/04/2021	05/04/2021	05/14/2021	05/14/2021	5,600.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$5,600.00
Program 187002 - Adult Sports-Tennis Totals							Invoice Transactions 2	\$5,669.36
Program 189000 - Operations								
Account 52420 - Other Supplies								
334 - Irving Materials, INC	10993180	18-(1) cy concrete for Memorial bench pad (J	Paid by EFT # 40659	05/04/2021	05/04/2021	05/14/2021	05/14/2021	109.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$109.00
Program 189000 - Operations Totals							Invoice Transactions 1	\$109.00
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	182.58
Account 53830 - Bank Charges Totals							Invoice Transactions 1	\$182.58
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions 1	\$182.58
Program 189006 - Switchyard Property								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksBnkFee03-21	26-Bank Fees March 2021	Paid by EFT # 40578	04/30/2021	04/30/2021	04/30/2021	04/30/2021	11.43



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Program **G20010 - 2020 NRPA Nutrition Hub**
Account **53990 - Other Services and Charges**
5387 - Creative Graphics, INC (dba Baugh Enterprises) 9524

18-BBCC-NRPA Survey

Paid by EFT #
40628

05/04/2021

05/04/2021

05/14/2021

05/14/2021

450.60

Account **53990 - Other Services and Charges** Totals

Invoice Transactions 1

\$450.60

Program **G20010 - 2020 NRPA Nutrition Hub** Totals

Invoice Transactions 1

\$450.60

Department **18 - Parks & Recreation** Totals

Invoice Transactions 69

\$31,154.49

Fund **201 - Parks and Rec Non Reverting** Totals

Invoice Transactions 69

\$31,154.49

Fund **977 - Parks 2016 GO Bond Proceeds**
Department **18 - Parks & Recreation**
Program **18016D - 2016 D Lower Cascades**
Account **54510 - Other Capital Outlays**

7059 - Eagle Ridge Civil Engineering Services, LLC 204-17

18- Cascades creek
repair and trail to

Paid by EFT #
40633

05/04/2021

05/04/2021

05/14/2021

05/14/2021

7,113.08

Account **54510 - Other Capital Outlays** Totals

Invoice Transactions 1

\$7,113.08

Program **18016D - 2016 D Lower Cascades** Totals

Invoice Transactions 1

\$7,113.08

Department **18 - Parks & Recreation** Totals

Invoice Transactions 1

\$7,113.08

Fund **977 - Parks 2016 GO Bond Proceeds** Totals

Invoice Transactions 1

\$7,113.08

Fund **980 - 2018 BicentennialBnd Prcd900030**
Department **18 - Parks & Recreation**
Program **18018B - Griffy Loop Trail Lower Cascades**
Account **54510 - Other Capital Outlays**

19741 - Mader Design, LLC 1302

18- Griffy Lake Loop Trail
Design

Paid by EFT #
40674

05/04/2021

05/04/2021

05/14/2021

05/14/2021

1,500.00

Account **54510 - Other Capital Outlays** Totals

Invoice Transactions 1

\$1,500.00

Program **18018B - Griffy Loop Trail Lower Cascades** Totals

Invoice Transactions 1

\$1,500.00

Department **18 - Parks & Recreation** Totals

Invoice Transactions 1

\$1,500.00

Fund **980 - 2018 BicentennialBnd Prcd900030** Totals

Invoice Transactions 1

\$1,500.00

Grand Totals Invoice Transactions 175

\$75,686.81

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/14/2021	Claims				75,686.81
					<u>75,686.81</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 75,686.81

Dated this _____ day of _____ year of 20____.

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 _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/7/2021	Payroll				173,496.70
					<u>173,496.70</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 173,496.70

1

Dated this _____ day of _____ year of 20_____.

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 _____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
April	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	April	to date	Budget	April	to date	change
General Fund								
Administration	737,200	754,943	389,683	51.62%	717,168	433,401	60.43%	11.22%
Health & Wellness	107,016	87,486	31,717	36.25%	86,927	29,442	33.87%	-7.17%
Community Relations	487,964	382,301	130,181	34.05%	498,198	115,093	26.13%	-11.59%
Aquatics	378,257	41,799	16,578	39.66%	314,868	14,234	4.52%	-14.14%
Frank Southern Center	381,828	313,225	150,149	47.94%	369,516	95,841	25.94%	-36.17%
Golf Services	706,904	752,234	176,896	23.52%	720,425	165,674	23.00%	-6.34%
Natural Resources	388,562	356,217	96,062	26.97%	390,401	78,359	20.07%	-18.43%
Youth Programs	62,293	73,338	28,253	38.52%	73,773	25,062	33.97%	-11.29%
TLRC	294,799	286,735	104,488	36.44%	278,629	94,931	34.07%	-9.15%
Community Events	405,346	416,547	148,590	35.67%	418,379	133,639	31.94%	-10.06%
Adult Sports	286,511	191,953	63,931	33.31%	244,078	62,180	25.48%	-2.74%
Youth Sports	295,022	229,703	63,047	27.45%	231,548	65,009	28.08%	3.11%
BBCC	444,450	309,347	107,786	34.84%	419,321	110,756	26.41%	2.76%
Inclusive Recreation	86,491	89,526	19,974	22.31%	89,535	19,335	21.60%	-3.20%
Operations	1,979,870	1,803,531	542,274	30.07%	1,865,916	477,197	25.57%	-12.00%
Switchyard Property	256,821	200,725	49,526	24.67%	410,662	83,895	20.43%	69.40%
Landscaping	613,368	514,742	131,339	25.52%	654,879	142,744	21.80%	8.68%
Cemeteries	211,863	180,755	50,973	28.20%	214,404	57,609	26.87%	13.02%
Urban Forestry	514,292	378,572	105,992	28.00%	501,313	121,077	24.15%	14.23%
Recover Forward	50,000	50,000	0	0.00%		0	0.00%	0.00%
General Fund total:	7,901,657	7,413,677	2,407,440	32.47%	8,499,941	2,325,478	27.36%	-3.40%
Non-Reverting Fund								
Administration	14,650	13,277	3,309	24.92%	18,550	2,474	13.34%	-25.22%
Health & Wellness	1,650	18,293	58	0.31%	2,450	440	17.96%	665.34%
Community Relations	5,350	7,824	2,660	34.00%	5,350	463	8.66%	-82.58%
Aquatics	81,959	79,918	240	0.30%	55,544	1,696	3.05%	606.52%
Frank Southern Center	86,859	100,685	32,129	31.91%	87,669	10,188	11.62%	-68.29%
Golf Services	168,852	142,148	38,990	27.43%	126,758	51,965	41.00%	33.28%
Natural Resources	65,429	23,982	3,836	15.99%	70,610	31,007	43.91%	708.37%
Youth Programs	238,025	99,238	14,452	14.56%	214,782	5,353	2.49%	-62.96%
*TLRC - day to day	570,919	447,049	140,687	31.47%	633,489	118,746	18.74%	-15.60%
Community Events	250,680	188,015	69,829	37.14%	216,119	25,772	11.93%	-63.09%
Adult Sports	140,331	72,275	15,940	22.05%	135,504	8,313	6.13%	-47.85%
Youth Sports	9,482	54,592	3,154	5.78%	9,578	2,912	30.40%	-7.67%
BBCC	41,962	19,493	1	0.00%	2,560	0	0.00%	0.00%
Childcare Program	0	1,399	0	0.00%	0	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	42,610	21,991	216	0.98%	46,110	17,974	38.98%	8238.85%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	28,948	69.14%	27,672	15,154	54.76%	-47.65%
Landscaping (CCC P	6,150	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	940	0	0.00%	6,350	280	4.42%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	354,448	26.59%	1,659,093	292,738	17.64%	-17.41%
TLRC - bond	482,000	481,738	239,044	49.62%	474,100	236,306	49.84%	-1.15%
N-R Fund total:	2,234,484	1,814,726	593,492	32.70%	2,133,193	529,044	24.80%	-10.86%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	12,289			1,806			
20-21 MCCSC 21st Com Learn					9,530			
Community Banneker Bus	39,995							
G14006 Out-of School Prg.								
G15008 Summer Foc	11,115	33,346			11,115			
G15009 Nature Days S/Star								
Griffy Lake Nature Day	14,269							
Wapehani I-69 Mitigation								
Leonard Springs Nature								
Banneker Nature Day	3,659							
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act	9,936							
Goat Farm								
Giffy LARE		6,300	2,800		2,800			
Deer Cull		25,000	25,000					
Banneker ROI		177,541	114,305		12,033			
Other Misc Funds total:	21,935	106,778	154,394	144.59%	11,999	26,169		
TOTAL ALL FUNDS	10,158,076	9,335,181	3,155,326	33.80%	10,645,134	2,880,691	27.06%	-8.70%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues April 2021								
	2020	2020	2020	2020	2021	2021	2021	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>April</u>	<u>to date</u>	<u>for year</u>	<u>April</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,513,025	7,175,967	0	0.00%	6,540,158	0	0.00%	0.00%
Administration	500	28,131	0	0.00%	500	98	19.68%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,000	0	0	0.00%	186,600	0	0.00%	0.00%
Frank Southern	199,300	123,312	98,644	80.00%	215,100	10,734	4.99%	-89.12%
Golf Services	599,500	682,689	70,640	10.35%	572,000	200,317	35.02%	183.57%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,165	914	2,190	16.15%	12,900	390	3.02%	-82.19%
Adult Sports	54,000	13,563	8,568	63.17%	48,500	15,635	32.24%	82.48%
Youth Sports	30,500	10,828	-49	-0.45%	39,800	-163	-0.41%	0.00%
BBCC	15,000	6,027	2,187	36.29%	15,000	8,780	58.53%	301.48%
Operations	0	85	85	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	32,525	47,750	10,475	21.94%	28,150	9,825	34.90%	-6.21%
Urban Forestry		0	610	0.00%		0	0.00%	0.00%
Recover Forward		50,000	0	0.00%		0	0.00%	0.00%
Subtotal Program Rev	1,129,490	963,298	193,350	20.07%	1,118,550	245,616	21.96%	27.03%
General Fund Total	7,642,515	8,139,265	193,350	2.38%	7,658,708	245,616	3.21%	27.03%
Non-Reverting Fund								
Administration	35,600	16,415	12,292	74.88%	35,600	2,181	6.13%	-82.25%
Health & Wellness	3,915	23,764		0.00%	3,250	685	21.08%	0.00%
Community Relations	5,400	8,089	2,000	24.72%	5,400	55	1.02%	-97.25%
Aquatics	86,301	2,692	2,287	84.96%	85,503	11,604	13.57%	407.39%
Frank Southern	123,300	55,031	23,630	42.94%	102,200	-15,869	-15.53%	-167.16%
Golf Services	156,500	160,799	15,839	9.85%	149,300	46,014	30.82%	190.50%
Natural Resources	70,000	61,656	833	1.35%	71,400	4,218	5.91%	406.33%
Youth Programs	246,740	116,867	21,909	18.75%	246,740	74,717	30.28%	241.03%
*TLRC -Operational	1,065,974	451,170	190,163	42.15%	730,428	141,754	19.41%	-25.46%
Community Events	200,311	93,604	183,384	195.91%	192,459	54,022	28.07%	-70.54%
Adult Sports	143,500	39,589	14,187	35.84%	138,300	30,610	22.13%	115.76%
Youth Sports	4,002	1,344	-2	-0.15%	3,502	103	2.94%	0.00%
BBCC	7,600	19,524	297	1.52%	7,600	4,323	56.88%	1355.74%
Operations	64,800	38,706	10,701	27.65%	68,900	25,312	36.74%	136.54%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	12,500	27,491	12,973	47.19%	31,500	-6,043	0.00%	-146.58%
Landscaping	0	750	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	7,900	4,300	54.43%	9,500	3,600	37.89%	-16.28%
N-R Fund subtotal:	2,236,343	1,125,393	494,794	43.97%	1,881,982	377,285	20.05%	-23.75%
Other Misc Funds								

G-17-18 MCCSC 21st C	14,210				30,000			
G18-19 MCCSC 21st C	30,000				30,000			
G19-20 MCCSC 21st C	30,000	18,679			14,210			
G20-21 MCCSC 21st		2,881				4,285		
G14009 Summer Food	27,864	33,346			27,864			
Communit Banneker Bu	45,000	39,995			45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub		40,000				35,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		14,993	11,410			2,800		
G15008 Leonard Spring								
G15009 Griffy Nature Days		4,239						
(902) Rose Hill Trust		286	209			30		
Banneker ROI		157,379						
Banneker Nature Days		3,659						
Yth & Adolescent Phy A	8,000				8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP		25,000	25,000		25,000	25,000		
Other Misc Funds total:	155,074	340,458	36,619		180,074	67,115		
TOTAL ALL FUNDS	10,033,932	9,605,116	724,763	7.55%	9,720,764	690,015	7.10%	-4.79%

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2021	4/30/2021	revenue	4/30/2021	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	263,161.73	2,181.35		2,474.48		(293.13)	262,868.60
181001	Health & Wellness	14,884.91	685.00		440.07		244.93	15,129.84
181100	Community Relations	34,679.89	54.94		463.20		(408.26)	34,271.63
182001	Aquatics	311,829.23	11,604.00		1,695.64		9,908.36	321,737.59
182500	Frank Southern Center	145,619.91	(15,869.25)		10,187.54		(26,056.79)	119,563.12
183500	Golf Course	162,151.68	46,013.56		51,964.88		(5,951.32)	156,200.36
184000	Natural Resources	329,236.85	4,217.74		31,006.99		(26,789.25)	302,447.60
184500	Allison Jukebox	290,192.83	74,716.85		5,352.97		69,363.88	359,556.71
185000	TLRC	(2,235,133.79)	111,819.85		355,051.94		(243,232.09)	(2,478,365.88)
185009	TLRC Reserve	631,401.59	29,933.68		0.00		4,161.31	635,562.90
186500	Community Events	543,891.59	54,022.18		25,772.37		28,249.81	589,601.18
187001	Adult Sports	2,251.34	30,610.35		8,312.59		22,297.76	24,549.10
187202	Youth Sports	6,198.34	103.00		2,911.78		(2,808.78)	3,389.56
187209	Skate Park	575.42	0		0.00		0.00	4,898.08
187500	Benjamin Banneker Comm Center	64,551.43	4,322.66		0.00		4,322.66	68,874.09
	Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
189000	Operations	194,525.72	25,312.16		17,974.39		7,337.77	201,863.49
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
**189006	Switchyard Property	223,929.49	(6,042.78)		15,154.37		(21,197.15)	202,732.34
189500	Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
189503	Urban Forestry	28,477.22	3,600.00		280.49		3,319.51	31,796.73
10002.01	Change Fund	0.00	0.00		0.00		0.00	0.00
201-24105	Deposits	0.00	0.00		0.00		0.00	0.00
	TOTALS	1,031,971.50	377,285.29	0.00	529,043.70	0.00	(177,530.78)	876,223.16

* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds

** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.

(155,748.34)

**INCREASE/DECREASE
FOR THE CURRENT**

Bloomington Parks and Recreation Surplus Declaration Form

May-21

May-21

[illegible]



STAFF REPORT

Agenda Item: A-6
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: May 20, 2021
SUBJECT: SPRINKLER RISER ALARM SWITCH REPAIR IN BUSKIRK-CHUMLEY THEATER

Recommendation

Staff recommends approval of a contract with B-Tech Fire and Security to make necessary repairs to bring the Buskirk-Chumley Theater up to fire code.

The amount of the contract is \$487.50. Funding is from 200-18-189000-53650.

Background

The Parks and Recreation Department maintains responsibility for the building infrastructure of the Buskirk-Chumley Theater. When completing the recent repairs to the sprinklers, B-Tech noted to Parks staff that the sprinkler riser alarm switch was not wired correctly and not tripping the alarm in test mode as it should. They provided an additional quote to make the necessary

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND B-TECH FIRE AND SECURITY**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and B-Tech Fire and Security ("Contractor").

Article 1. Scope of Services Contractor shall provide a repair to the flow switch alarm on the main sprinkler riser at the Buskirk-Chumley Theater ("Services"). 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 6/30/21 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 Tim Street 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 hundred eighty seven dollars and fifty cents (\$487.50). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Tim Street, City of Bloomington, 401 N. Morton, Suite 250, 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:
Prior to June 30, 2021

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

Department: City of Bloomington, **Attn: Tim Street, 401 N. Morton, Bloomington, IN 47402.** Contractor: B-Tech Fire and Security. 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.

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

B-TECH FIRE AND SECURITY

Aaron Breeden

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

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 _____, 2021.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

B-Tech Fire and Security

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-7
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: May 20, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2021 A FAIR OF THE ARTS EXHIBITOR AGREEMENT TEMPLATE

Recommendation

Staff recommends approval of 2021 A Fair of the Arts Exhibitor Agreement Template and Exhibitor Information for the 2021 A Fair of the Arts season to be held June through October in Switchyard Park. Exhibitor booth fees will be \$35.00 per booth space for Tuesday fairs and \$45.00 per booth space for Friday fairs. Booth fees to be deposited in account line 200-18-186500-43270.

Background

This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation Department detailing the expectations and policies for both parties during the duration of A Fair of the Arts. A Fair of the Arts is an arts and fine crafts fair that will be held in conjunction with the Tuesday Farmers' Market every other Tuesday, June through September and on the third Friday of each month, July through October, in the Switchyard Park Pavilion. Several changes are taking place this year due to Covid-19 restrictions, changes include the location of the event, pricing levels, cancellation policy, etc.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to be "Crystal Ritter", is written over a horizontal line.

Crystal Ritter, Community Events Coordinator
2021-January

A Fair of the Arts 2021 EXHIBITOR AGREEMENT

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 2021, the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Fair Information, which is attached to and incorporated into this Agreement by reference as Appendix A.

1. ADMINISTRATION

The Fair is administered by the Parks and Recreation Department of the City following this Agreement. The City sets fees and determines Fair policies. The Fair On-Site Supervisor oversees the Fair and has authority to assign exhibiting space, settle disputes, and disqualify exhibitors for violations of regulations.

2. ELIGIBILITY OF EXHIBITORS

“Exhibitor” is a person whose works of art or whose crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement, or the immediate family of such person, as defined in this Agreement, and who has signed this Agreement.

“Immediate family” is defined in this Agreement to be a parent, child, spouse, or domestic partner of a person whose works of art or crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Fairs. An Exhibitor may exhibit and sell only works which the Exhibitor or the Exhibitor’s immediate family has produced in accordance with the guidelines set forth in this Agreement.

The Exhibitor agrees to abide by all applicable federal, state, and local laws and ordinances, and agrees that any violation by the Exhibitor of such a law or ordinance may be deemed by the City to be a material breach of this Agreement.

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Fair Jury prior to exhibition and sale. All works must be original and made by the Exhibitor. Significant alteration of commercial components in any work is required. Works must be safe, a durable good, and exhibit quality of craftsmanship. In works made from or including dried flowers, the flowers must be grown by the Exhibitor.

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale).

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale.

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement or have authorized another person to sign on their behalf and have paid all applicable fees before exhibiting or selling any works. Agreements must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Fair Information, Appendix A.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no indoor rain location. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

6 . APPROVED WAITLIST EXHIBITORS

Exhibitors whose applications are submitted by the original due date and are selected to participate in at least one Fair will be considered "APPROVED WAITLIST EXHIBITORS." On Fair dates which Approved Waitlist Exhibitors are not scheduled to participate in , Approved Waitlist Exhibitors will be accepted on a first come, first serve basis in the event that a confirmed Exhibitor is not at the Fair by one hour prior to start time of the scheduled fair.

Approved Waitlist Exhibitors must check in with the Fair On-Site Supervisor immediately upon arriving at the Fair and then wait for further instruction. Approved Waitlist Exhibitors may arrive one hour prior to the scheduled start time of any Fair , and are not guaranteed a spot at the Fair. If a spot should become available, payment of the Thirty-five Dollars (\$35.00) for the Tuesday Fairs and Forty-five (\$45.00) for the Friday Fairs booth space rental fee is due immediately, before the Exhibitor will be allowed to set up display.

7 . EQUIPMENT AND SUPPLIES

Each Exhibitor must supply the Exhibitor's own tables and other display equipment. Exhibitors may also provide a tent and four (4) proper tent weights. Tents are supplied by the Exhibitor, who is solely responsible for damages or personal injury resulting from the use thereof. Use of tents will not be permitted indoors at the Pavilion building in Switchyard Park.

8 . PROPERTY MAINTENANCE AND UTILIZATION

A Fair of the Arts will take place every other Tuesday, June through September from 4:00 p.m. to 7:00 p.m. beginning Tuesday, June 1st and the third Friday of the month, July through October from 5:00 p.m. to 8:00 p.m. at Switchyard Park. The Tuesday Fairs will take place outdoors on

the Pavilion Lawn at Switchyard Park. The Friday Fairs will take place indoors in the Pavilion at Switchyard Park. **The Exhibitor must have display set-up completed and be ready to sell one hour prior to the start of the scheduled Fair or attendance points will not be counted and rights to guaranteed booth space will be forfeited. The Exhibitor may not begin to tear down his/her display until the scheduled end time of each Fair .** The Exhibitor must vacate the premises by two hours after the scheduled end time of each Fair and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

9 . CITY’S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and default by the Exhibitor. Upon notice by the City to the Exhibitor of the occurrence of a breach or default during Fair hours, and the Exhibitor’s failure to correct the breach within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Fair premises. Failure to vacate may subject the Exhibitor to civil and criminal remedies including, but not limited to, remedies for civil and criminal trespass. Upon occurrence of a material breach of this Agreement, the City reserves the right to declare this Agreement terminated, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement to sell at the Fair in future seasons.

10. TERMINATION

The parties understand that Parks may terminate the agreement in its sole discretion due to contingencies beyond their control including the ongoing COVID-19 pandemic. The Parties agree that Parks will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, Parks shall notify the artist Exhibitor of any such termination and the reasons therefore in writing.

11 . COVENANT NOT TO SUE

The Exhibitor will not institute any action or suit at law or in equity against the City or the City’s agents or employees as a result of operations under this Agreement. The Exhibitor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

12 . INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Fair Steering Committee and Fair Jury, for all bodily and personal injuries, including injuries

resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's participation in the Fair, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Fair Steering Committee or the Fair Jury.

****PLEASE SAVE THIS COPY FOR YOUR RECORDS***

EXHIBITOR COPY

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s) _____

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____
Exhibitor chooses NOT to participate in the Gift Certificate Program _____

****(SEND THIS PAGE OF THE AGREEMENT BACK TO CRYSTAL RITTER ALONG WITH PAYMENT. BOOTH SPACE WILL NOT BE SECURED UNTIL THE SIGNED AGREEMENT AND FULL PAYMENT HAVE BEEN RECEIVED.)***

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s)

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

_____ Primary Exhibitor's Signature Market Registrant	_____ Date	_____ Additional Exhibitor's Signature Market Registrant	_____ Date
-------------------------------------------------------------	---------------	----------------------------------------------------------------	---------------

_____ Additional Exhibitor's Signature	_____ Date	_____ Additional Exhibitor's Signature	_____ Date
-------------------------------------------	---------------	-------------------------------------------	---------------

Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____
 Exhibitor chooses NOT to participate in the Gift Certificate Program _____



STAFF REPORT

Agenda Item: A-8
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: May 20, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2021 PARTNERSHIP AGREEMENT WITH THE MONROE COUNTY HISTORY CENTER

Recommendation

Staff recommends approval of the 2021 partnership agreement with the Monroe County History Center of to provide programming and volunteer support for the "Dearly Departed Cemetery Tours" in Rose Hill Cemetery on Saturday, October 16th of 2021. The partnership agreement also includes a 50/50 revenue split of the gross revenue from the registration fees collected. The revenue split is to be paid out of 201-18-186500-53990.

Background

Our partnership with the Monroe County History Center (MCHC) will provide an evening of cemetery tours of Rose Hill Cemetery that highlights the stories of some of the permeant residents of this historic cemetery. This partnership began in 2018 and continues to be a successful program that has seen growth in attendance each year. We would like to work them again in 2021 to provide cemetery tours of Rose Hill Cemetery through the "Dearly Departed Cemetery Tours" program on Saturday, October 16. The partnership outlines the program to be provided by the MCHC and the logistics and registration management to be provided by the Bloomington Parks and Recreation Department.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to be "Crystal Ritter", is written over a horizontal line.

Crystal Ritter, Community Events Coordinator

2021-January

**City of Bloomington
Parks and Recreation Department**

**Program Partnership Agreement
Monroe County History Center**

This Agreement is made and entered into this ____ day of _____, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County History Center (MCHC).

WHEREAS, BPRD and the MCHC desire to cooperate in order to provide cemetery tours of Rose Hill Cemetery for the benefit of the general public; and

WHEREAS, the MCHC is qualified to perform such services with BPRD; and

WHEREAS, BPRD is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services;

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide for greater services in unique programming to the community by combining available resources from each partner to this Agreement.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from June 1, 2021, to April 30, 2022, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

The goal of BPRD is to build a positive relationship with the MCHC in order to provide educational and engaging cemetery tours of Rose Hill Cemetery through the “Dearly Departed Cemetery Tours” program for the Bloomington community.

BPRD agrees to:

- a. Provide use of Rose Hill Cemetery for the tours and use of the Rose Hill Cemetery Office for restrooms and actor dressing rooms on the nights of the scheduled tours. Tours are to be held on Saturday, October 16th with a rain date scheduled for Sunday, October 17th.
- b. Publicize the cemetery tours through social media outlets, program guide, posters, and in weekly press release.

- c. Provide infrastructure for the tours including tents, tables, chairs, lighting, and decorations.
- d. Provide at least two full-time staff members to assist with tours.
- e. Run registration for programs and process payments for program registration.
- f. Name MCHC in all forms of publicity as a co-sponsor of tours held in Rose Hill Cemetery.
- g. BPRD will split equally (50/50) all gross revenue from cemetery tour registration with MCHC. BPRD will email the MCHC a final registration roster after the last cemetery tour to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt.

4.0 Monroe County History Center:

The goals of MCHC are to increase awareness of the Monroe County History Center and to educate the Bloomington community on the history of Rose Hill Cemetery through a mutually beneficial partnership with BPRD.

MCHC agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of the tours.
- b. Be responsible for the production of the tours in their entirety including: rehearsals, props, costumes, make-up, and other production needs.
- c. Research content for and create program for tours. Ensure that the tours are appropriate for the general public.
- d. Recruit and train the required number of volunteers needed to lead tours and execute the tour program as planned and agreed upon by partners.
- e. Provide invoice to BPRD following the receipt of a final registration report provided by BPRD.
- f. Provide at least two paid staff members to assist with tours.

5.0 Release and Hold Harmless Agreement:

MCHC, including its membership, agents, and assigns, do hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

6.0 Terms Mutually Agreed to by all Partners to This Agreement:

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCHC.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- d. MCHC is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in March, 2021.
- f. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- g. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.
- h. BPRD and MCHC have agreed to make a decision to cancel or postpone the scheduled programs due to inclement weather by 2:00 pm on October 15th for the tours. Inclement weather is defined as a sustained temperature below 38 degrees Fahrenheit, a wind chill below 32 degrees Fahrenheit, heavy rain, and/or forecasted severe weather during the scheduled tours.
- i. In the event of cancellation due to inclement weather, both parties will provide staff, volunteers, and equipment to run the tours on the scheduled rain date. The rain date is scheduled for Saturday, October 23rd.

7.0 Notice and Agreement Representatives:

- a. Notice regarding any significant concerns, and/or breach of this Agreement shall be given to those contacts as follows:

Monroe County History Center
Susan Dyar
202 E Sixth Street
Bloomington, Indiana 47408
812-332-2517 ext. 1 (office)

Bloomington Parks and Recreation
Becky Higgins
P.O. Box 848
Bloomington, Indiana 47402
812-349-3713

- b. Agreement representatives for the day to day operations and implementation of this Agreement are:

Monroe County History Center
Andrea Hadsell
202 E Sixth Street
Bloomington IN 47408
812-332-2517 ext. 3 (cell)

Bloomington Parks and Recreation
Crystal Ritter
PO Box 848
Bloomington, Indiana 47402
812-349-3725

8.0 Termination

This Agreement may only be terminated in writing and by the mutual agreement of all partners.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Partner of any such termination and the reasons therefore in writing.

9.0 E-Verify

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCHC as a business entity has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCHC is not required to continue this verification if the E-Verify program no longer exists.

[SIGNATURES APPEAR ON IMMEDIATELY FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is effective upon signature by both partners.

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

Kathleen Mills, President
Board of Park Commissioners

Paula McDevitt, Parks Director

Philippa M. Guthrie, Corporation Counsel

MONROE COUNTY HISTORY CENTER

Susan Dyar, Director

EXHIBIT A

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of MCHC.
(title)
2. MCHC is a not-profit organization registered as a 501(c)(3), and has contracted with or is seeking to contract with the City of Bloomington to provide services
3. MCHC is a not-profit organization registered as a 501 (c)(3) and does NOT employ any employees, as defined by 8CFR §274a.1(a) and (f).
4. Due to the fact that MCHC does not currently have, nor intend to hire any employee during the term of this Agreement, MCHC is unable to enroll in and participate in the E-Verify program, as is required by Indiana State Statute.
5. The undersigned is authorized by MCHC to sign affidavits on its behalf.
6. If MCHC hires an employee at any time during the term of the attached Agreement, it agrees by signing this affidavit to immediately register for E-verify prior to the hiring being completed, and participate in and comply by E-verify and Indiana State Law requirements, and it will inform the City of Bloomington immediately, within three (3) business days of hiring, and sign the appropriate affidavits as required by Indiana Code 22-5-1.7-11 and it will not employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3).

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

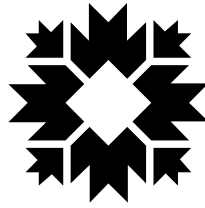
Notary Public

Printed name

Residing in _____ County

Commission Number: _____

My Commission Expires: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-9
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: May 20, 2021
SUBJECT: CONTRACT FOR SERVICES WITH IZZY'S RENTAL

Recommendation

Staff recommends the approval of the contract for services with Izzy's Rental. The department will be renting portable toilets from Izzy's for various community events in 2021. The total amount will not exceed \$2,000. Accounts: Community Events: 201-18-186500-53730 – \$1,600; Parade: 201-18-186507-53730 - \$400.

Background

The department has rented portable toilets from Izzy's for several years and we are very happy with the service. The units are always in very good condition and are always dropped off and picked up on schedule.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

THE STABLES EVENTS, LLC (Izzy's Rental)

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Stables, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide rental of portable toilets at various locations for Bloomington Parks and Recreation Department coordinated community events.

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 Bill Ream 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 two thousand dollars (\$2,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to Bill Ream, City of Bloomington Parks and Recreation, 401 N. Morton, Suite 250, 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:

As needed for various events.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Izzy's Rentals, Attn: Kevin Kerr 915 South Gore Road. 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.

CITY OF BLOOMINGTON

THE STABLES EVENTS, LLC (IZZY'S RENTAL)

Philippa M. Guthrie, Corporation Counsel

Kevin Kerr, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

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 _____, 2021.

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2021.

The Stables Events, LLC (Izzy's Rental)

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: May 20, 2021
SUBJECT: REVIEW/APPROVAL OF SUMMER STAR FOUNDATION PARTNERSHIP
AGREEMENT FOR BANNEKER SUMMER NATURE DAY PROJECT

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Summer Star Foundation for Banneker Summer Nature Days. Summer STAR Funding - \$4860


Background

This is the tenth year for this partnership. The goal of the partnership is to combine resources from BPRD and Summer Star Foundation to provide environmental education programming to participants of the Banneker Summer Food Program.

The Summer Star Foundation has agreed to provide funding for all staff and supply costs for another summer of this program. BPRD plans to coordinate staff, create lesson plans, plan field trips, and complete regular planning reports for the Summer Star Foundation.

We are excited to continue this partnership with the Summer Star Foundation, who also supports our Griffy Lake Nature Day program for fourth grade students throughout the school year.

RESPECTFULLY SUBMITTED,



Rebecca Swift, Natural Resources Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION
AND
SUMMER STAR FOUNDATION
FOR NATURE, ART AND HUMANITY, INC.**

This Agreement is made and entered into as of this ____ day of _____, 2021, by and between the City of Bloomington Parks and Recreation Department (hereinafter, “BPRD”), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, “Summer Star Foundation”), sometimes collectively referred to hereinafter as the “Parties.”

1. Purpose of Agreement:

Both Parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana, that will effectively contribute to the mental, physical, social and educational enrichment of children. The purpose of this Agreement is to set forth terms under which the Summer Star Foundation will provide funding for take-home activity kits and socially-distanced environmental educational programming through the Banneker Community Center in Bloomington for children in grades K-6 (the “Nature Day Project”).

2. Duration of Agreement:

This Agreement commences on the date set forth above, and expires one month after the evaluation report referenced in Paragraph 5(g) is due, unless terminated earlier as provided under Paragraph 10 or renewed as provided under Paragraph 11. Notwithstanding the foregoing, BPRD’s obligations under Paragraph 5(g) (regarding the evaluation report) and Paragraph 5(i) (regarding the return of any unused funds) shall survive the termination of this Agreement.

3. City of Bloomington Parks & Recreation Department:

The Bloomington Parks and Recreation Department is a municipal organization dedicated to providing essential services, facilities and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources. One goal of BPRD is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest, and respect for the environment and natural spaces.

4. Summer Star Foundation:

Summer Star Foundation for Nature, Art, and Humanity, Inc. is a non-profit based in Greater Boston that helps in establishing educational programs to enrich children’s lives through arts and nature programs and in assisting such programs as are already in existence.

5. Banneker Summer Nature Days Project

Summer Star Foundation agrees to pay to BPRD the amount of Four Thousand Eight Hundred Sixty Dollars (\$4,860.00) by June 30, 2021, to be used to provide funding for the Banneker Summer Nature Days Project (the “Nature Day Project”).

The Summer Star grant governed by this Agreement shall be used for the following expenses relating to the Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

In connection with the administration of the Nature Day Project, the BPRD agrees as follows:

- a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact location and station topics will be determined during the planning phase to commence in May 2021.
- b. Nature Day Project activities will take place as part of a Nature Club to be held at the Banneker Community Center four days a week during the period from June 1, 2021, to July 23, 2021, inclusive. On each day that Nature Club meets there will be an afternoon session that will last approximately 2 hours.
- c. Roughly 40 participants will be welcomed to attend the in-person Nature Day Project, while another 50-60 participants will receive take-home activity kits along with their meal deliveries through Banneker Community Center.
- d. Nature Day Project participants will each receive a natural journal at the beginning of the program to record weekly activities and lessons that correspond to nature topics.
- e. Nature Day Project activities will include some or all of the following:
 - (i) Field trips to local parks and nature preserves to experience hiking and exploration of various ecosystems;
 - (ii) Physical, chemical, and biological field monitoring;
 - (iii) Plant identification tips and foraging skills;
 - (iv) Habitat building and exploration on-site;
 - (v) Weather forecasts and meteorology;
 - (vi) Nature crafts; and
 - (vii) Investigations of local wildlife
- f. While the target audience of the Nature Day Project will be children in grades K-6, students in grades 7-12 may participate in the project as unpaid group leaders and staff assistants. Take-home activities will also encourage family members to participate.
- g. BPRD shall perform participant assessments, staff evaluations, and take photographs of program activities during the course of the Nature Day Project.

- h. BPRD shall cause the BPRD Staff to provide Summer Star Foundation with planning reports by the end of each month, beginning with the month in which planning for the Nature Day Project starts.
- i. BPRD shall provide Summer Star Foundation an evaluation report of the Nature Day Project by September 30, 2021, including a summary of the budget and expenditures for the Nature Day Project, and an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations.
- j. Should BPRD and the Banneker Community Center decide to continue and/or expand the Nature Day Project after August 31, 2021, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the Nature Day Project beyond its stated contribution under this Agreement for the 2021 summer.
- k. BPRD shall, by September 30, 2021, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

6. BPRD General Administration Responsibilities.

BPRD agrees that with respect to the Nature Day Project, it shall:

- a. Use the funds received from the Summer Star Foundation only for the charitable and public purposes set forth in this Agreement.
- b. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Nature Day Project funded under this Agreement sufficient to provide the reports to the Summer Star Foundation required under this Agreement.
- c. Recognize Summer Star Foundation in promotional materials including the City of Bloomington Parks and Recreation Summer and Fall Program Guide distributed two times per year to every city resident, using the Summer Star Foundation logo in a manner to be approved by the Summer Star Foundation.
- d. Communicate to the public and participants regarding the Summer Star Foundation's support of the Nature Day Project.
- e. Provide all other information as requested by Summer Star Foundation.

7. Summer Star Foundation Responsibilities.

In addition to providing the funding for the Nature Day Project as set forth in this Agreement, the Summer Star Foundation shall provide information to BPRD, if requested by BPRD, to be included in Parks promotional materials.

8. Terms Mutually Agreed to By the Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and the BPRD.
- b. Summer Star Foundation is making the grant hereunder to the BPRD in reliance on the BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor the Nature Day Project to ensure compliance with the provisions of this Agreement relating to the operation of said project.
- c. The BPRD staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner, and reflect the commitment of the Parties to quality services and customer satisfaction.
- d. The Parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the Nature Day Project and shall have no liability to any party relating to the operation of or any other aspect of said project.
- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable set forth in this Agreement, unless such timetable is modified in writing by the Parties.
- f. The Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior and future payments from Summer Star Foundation in accordance with the terms of this Agreement.
- g. The Parties acknowledge and agree that this Agreement may be enforced by BPRD and Summer Star Foundation.
- h. Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

9. Notice and Agreement Representatives:

- a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following persons at the addresses and/or numbers listed below:

Bloomington Parks and Recreation

Rebecca Swift
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617.345.4628
Fax: 413.241.8019

- b. Representatives for the day-to-day operations and implementation of this Agreement shall be:

Bloomington Parks and Recreation

Rebecca Swift
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617.345.4628
Fax: 413.241.8019

10. Termination:

This Agreement may only be terminated, except as expressly provided above, prior to its stated expiration in writing by the mutual agreement of the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to the Summer Star Foundation.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify Summer Star Foundation of any such termination and the reasons therefore in writing.

11. Option for Renewal:

The Parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the Parties and upon the same terms as provided herein or such other terms as agreed to between the Parties. Such renewal must be in writing, signed by the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. This provision

shall not be interpreted to impose any obligation on the Parties to renew this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first set forth above.

**City of Bloomington Parks and
Recreation Department**

By:

Paula McDevitt, Director

**Summer Star Foundation for Nature,
Art, and Humanity, Inc.**

By:

Shalin Liu, President

Kathleen Mills, President
Board of Park Commissioners

Philippa Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: A-11
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: May 20, 2021
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH MONROE COUNTY UNITED MINISTRIES

Recommendation

Staff recommends approval the 2021 partnership agreement with Monroe County United Ministries. Projected revenue is approximately \$1,000.

Background

The purpose of this agreement is to outline the partnership between Bloomington Parks and Recreation and the Monroe County United Ministries for limited use of Mills Pool. MCUM provides childcare to over 85 children. The program will begin in June and conclude at the end of July.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle", is written over a horizontal line.

Dee Tuttle
Sports Facility/Programs Manager

**AGREEMENT FOR THE USE
OF
CITY OF BLOOMINGTON
MILLS POOL**

WHEREAS, Monroe County United Ministries (hereinafter referred to as “MCUM”), located at 827 West 14th Court, Bloomington, Indiana, desires the use of a Mills Pool for its summer day camp programs; and

WHEREAS, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as “City”) owns and operates the Mills Swimming Pool (“Mills Pool”); and

WHEREAS, the City wishes to allow MCUM the use of the Mills Pool at a discounted rate.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow MCUM limited use of Mills Swimming Pool for MCUM’s morning pre-school childcare program at a discounted rate.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until August 3, 2021, unless terminated in accordance with paragraph nine (9) of this Agreement.
- 3. Days and Hours of Use.** The City hereby grants MCUM permission to use Mills Swimming Pool as follows:

MCUM shall be permitted to use the facility’s family activity pool area as part of MCUM’s preschool childcare program activities (for children ages 3-6 years) every Tuesday, Wednesday, and Thursday from June 1st , 2021 through July 29th, 2021 from 10:00 a.m. to 11:00 a.m.

- 4. Participant Fees.** Staff and participants in the MCUM program who enter the facility shall either pay an admissions fee of \$4 per person or fee waiver for regular admittance. MCUM shall track daily attendance and provide payment at the end of the season based on the above pay structure.
- 5. Life Guards.** MCUM agrees to pay the City the cost of providing a manager and lifeguard at the time that the preschoolers are using the family activity pool area. The rate is fifteen dollars and three cents (\$15.03) per hour for the manager and thirteen dollars and sixty four cents (\$13.64) per hour for the lifeguard.
- 6. Supervision.** MCUM agrees to provide supervisory personnel at a ratio of one (1) supervisor to every five (5) children during the time that the preschoolers are using the family activity pool area. The supervisors must be in the water with the children, and within arm’s length of children 5 and under.

7. **Responsibility for Damages; Indemnification.** MCUM agrees to assume full responsibility for the actions and behavior of all MCUM program participants and accompanying supervisors while using said facility.

In consideration for the use of Mills Pool, MCUM agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of MCUM, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

Further, in consideration for the use of Mills Swimming Pool, MCUM agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of MCUM, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

8. **COVID-19 Pandemic.** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify MCUM of any such termination and the reasons therefore in writing.
9. **Rules and Regulations.** MCUM shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of Mills Swimming Pool. MCUM shall further require its preschool program participants and accompanying supervisors to comply with all said rules and regulations.

Notice and Agreement Representatives

Notice regarding any significant concerns and/or breaches of this Agreement shall be given to:

Monroe County United Ministries
Brittany Denton, Program Director
827 W. 14th Court
Bloomington, IN 47404
(812) 339-3429 ext. 10

Bloomington Parks and Recreation
Dee Tuttle, General Manager
PO Box 848
Bloomington, IN 47402
(812) 349-3768

Representatives for the day-to-day operations and implementation of this Agreement shall be:

Monroe County United Ministries
Brittany Denton, Program Director

Bloomington Parks and Recreation
Shanda Sims, Aquatics Specialist

827 W. 14th Court
Bloomington, IN 47404
(812) 339-3429 ext. 11
childcare@mcum.org

PO Box 848
Bloomington, IN 47402
(812) 349-3762
Shanda.sims@bloomington.in.gov

- 10. Termination.** This contract may only be terminated in writing and by the mutual agreement of all parties to this Contractual Agreement.

WHEREFORE, the parties have entered into this Agreement on this _____ day of _____ 2021.

City of Bloomington

Monroe County United Ministries

Paula McDevitt, Director
Parks and Recreation Department

Brittany Denton, Program Director

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-1
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson, Facility/Program Coordinator, - Banneker Community Center
DATE: May 20th, 2021
SUBJECT: CHEF FOR HIRE, INC. CONTRACT

Recommendation

Staff recommends approval of a mid-level services agreement with Chef for Hire, Inc. for the 2021 Banneker Camp summer program.

Background

The Banneker Community Center would like to enter into a contract for services with Chef for Hire Inc. in support of the Banneker Camp summer program. The Indianapolis based company provides vended, pre-packaged meals that meet USDA Summer Food Service Program requirements for 80-100 participants daily during the Banneker Camp summer program. These meals are scheduled and delivered twice per week. As part of the USDA Summer Food Service Program, Banneker is reimbursed for every meal that is served, and Banneker staff order meals from Chef for Hire weekly in accordance with participation numbers. This is to reduce the amount of excess meals delivered that cannot be reimbursed through the USDA. Banneker had worked with Chef for Hire for several years would like to continue to do so in 2021. This funding comes out of the yet to be created NR grant line for USDA 2020.

RESPECTFULLY SUBMITTED,

Program/Facility Coordinator-Banneker Community Center
2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CHEF FOR HIRE, INC.
FOR
BANNEKER CAMP**

This Agreement, entered into on this 20th day of May, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Chef for Hire, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to vend meals for Summer Food Service Program; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform procurement of meals to follow USDA guidelines (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before June 1st-July 23rd 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 Erik Pearson as the Department’s Project Manager.

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 expeditiously as is necessary for the orderly progress of the work,

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Five Thousand Dollars (\$35,000). 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. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erik Pearson
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Chef for Hire, Inc. of any such termination and the reasons therefor in writing.

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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

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

Article 11. 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 12. 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 13. 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 14. 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. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department’s required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. 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 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the 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 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. 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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. 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 23. 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 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:

Contractor:

City of Bloomington		Chef for Hire, Inc.
Attn: Erik Pearson		Monty Degenhardt
401 N. Morton, Suite 250		PO. Box 44156
Bloomington, Indiana 47402		Indianapolis, IN 46244

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

Article 25. Intent to be Bound

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

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Article 28. COVID-19

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefore in writing.

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

CITY OF BLOOMINGTON

Chef for Hire, Inc.

Philippa M. Guthrie, Corporation Counsel

Monty Degenhardt, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Chef for Hire will produce, package, and deliver breakfast, lunch, and dinner meals to the Banneker Community Center twice per week**
- They will produce package meals to the standards of the USDA Summer Food Service Program for which the Banneker Community Center complies**
- Chef for Hire will receive order number needed from Banneker Center and supply the appropriate amount twice per week**
- Chef for Hire will send itemized menu list for each deliver for record keeping to be done in accordance with USDA guidelines**
- Chef for Hire will ensure that each food item has not met its expiration date, and will reimburse funds associated with items that have arrived spoiled**
- Chef for Hire will provide, if needed, milk coolers or refrigerators to store vended meals**

EXHIBIT B

“Project Schedule”

Meals will be delivered prior to the start of Banneker Camp the week of June 1st

Each week of programming from June 1-July 23rd meals will be produced and delivered twice per week

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Chef for Hire, Inc.

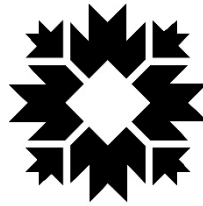
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-2
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator - Banneker Community Center
DATE: May 20th, 2021
SUBJECT: HARREL-FISH, INC. CONTRACT

Recommendation

Staff recommends approval of a contract with Harrel-Fish, Inc. for HVAC preventative maintenance and repairs for the Banneker Community Center and Alison Jukebox Community Center. . Contract figures have been increased from previous years to an amount not to exceed \$5,000.

Background

Banneker and AJB have worked with HFI for HVAC services for many years. Each building has unique systems that HFI maintains and inspects seasonally in addition to repair services as needed

RESPECTFULLY SUBMITTED,

Erik Pearson, Program/Facility Coordinator, BBC

2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARELL-FISH, INC.**

This Agreement, entered into on this 20TH day of May, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrel-Fish, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide preventative maintenance, repair, adjust, and/or replace heating ventilation and cooling components at the Banneker Community Center and Alison-Jukebox Community Center ("Services") for a set price of Eighty Two Dollars (\$82) per hour Monday-Friday 7:00 am -6:00 pm and all other times for an afterhours hourly rate of Ninety Seven (\$97) dollars per hour plus an additional costs for parts and labor. Banneker and AJB staff will give contractors at least two (2) working days notice on repair. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of Ninety Seven (\$97) dollars per hour. Holiday call-out/double-time rate will be One Hundred and Eighteen (\$118) dollars per hour. Types of HVAC components are: blower motors, thermostats, gas valves, filters, and control boards. Contractor shall provide seasonal inspections and filter changes. 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 May 19th, 2022, 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 Erik Pearson-Banneker Community Center and Amy Shrake-AJB 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 Five Thousand Dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erik Pearson-Banneker Community Center or Amy Shrake-AJB. The Staff, City of Bloomington, 401 N. Morton, Suite 250, 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:

Contractor shall perform the services as needed. HFI requires to perform two maintenance checks per year as well as other repairs as need. The time limits established by the schedule shall not be exceeded except for reasonable cause as mutually agreed to by both parties.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

Department: City of Bloomington, Attn: Erik Pearson-Banneker Community Center or Amy Shrake-AJB, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Harrel-Fish, Inc. 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.

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director, Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

HARRELL-FISH, INC.

Mike Hupp, Vice President

Date

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 _____, 2021.

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Harrell-Fish, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-3
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: May 20, 2021
SUBJECT: AGREEMENT WITH F. A. BARTLETT TREE EXPERT COMPANY FOR 2021
ASH TREE INJECTIONS

Recommendation

Staff recommends approval of the agreement with F.A. Bartlett Tree Expert Company to conduct systemic root flare injections to suppress Emerald Ash Borer in various Park and Street trees.

Amount: not to exceed \$9,310.00

Funding source: 200-18-189503-53990

Background

This agreement is part of a continued effort to address the impact of the Emerald Ash Borer on City Ash trees, paired with removal of trees. This agreement will contract with F.A. Bartlett Tree Expert Company to conduct systemic root flare injections to suppress Emerald Ash Borer in various Park and Street trees for a total of 980 diameter inches. This treatment is necessary to continue protection for the city's remaining ash trees.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Erin Hatch", is written over a horizontal line.

Erin Hatch, Urban Forester

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
F.A. BARTLETT TREE EXPERT COMPANY
FOR
2021 ASH TREE INJECTIONS**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and F. A. Bartlett Tree Expert Company (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to perform systemic root flare injection treatments to help suppress Emerald Ash Borer; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the injection treatments (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 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 Erin Hatch, Urban Forester, 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 expeditiously as is 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 Nine Thousand Three Hundred Ten Dollars and zero cents (\$9,310.00). 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. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erin Hatch
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404
erin.hatch@bloomington.in.gov

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no

reasonable alternative means of performance under the Agreement. Parks shall notify F.A. Bartlett Tree Expert Company of any such termination and the reasons therefor in writing.

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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

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

Article 11. 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 12. 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 13. 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 14. 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. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department’s required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. 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 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the 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 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. 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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. 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 23. 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 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:**Contractor:**

City of Bloomington	F. A. Bartlett Tree Expert Company
Attn: Erin Hatch	Attn: Rick Barker
401 N. Morton, Suite 250	PO Box 681521
Bloomington, Indiana 47402	Indianapolis, IN 46268

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

Article 25. Intent to be Bound

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

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON**F. A. BARTLETT TREE EXPERT COMPANY**

Philipa M. Guthrie, Corporation Counsel

Rick Barker, So. Indiana Representative

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Perform a systemic root flare injection treatment to help suppress Emerald Ash Borer. One treatment of Tree-Age to be applied to approximately 980” total diameter worth of trees. Trees to be located both in City of Bloomington Parks and Recreation property and along City streets within the public right of way.

EXHIBIT B

“Project Schedule”

Treatment to be completed by December 31, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

F.A. Bartlett Tree Expert Company

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-4
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: May 20, 2021
SUBJECT: CASCADDES TRAIL PHASE 5 AND STREAMBANK STABILIZATION CONTRACT

Recommendation

Staff recommends approval of a contract with Scenic Construction Services, Inc. in the amount of \$1,829,118 for completion work for the Cascades Trail Phase 5 and Streambank Stabilization Project.

Funding:

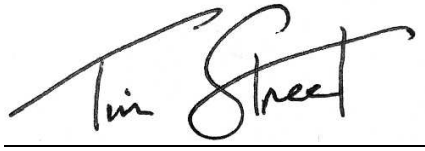
GO Bond – GL 977-18-18016d-54510	\$508,500
Bicentennial Bond - Cascades	\$1,020,618
RDC TIF District Funding	\$300,000
TOTAL	\$1,829,118

Background

Bids were received at the end of March 2021 for the Cascades Trail Phase 5 and Streambank Stabilization Project. Scenic Construction Services, Inc. was the low bidder. After working with the engineer (Eagle Ridge Consulting) and Scenic, several deduct alternates were accepted to phase project to meet the overall budget available.

This contract will complete streambank stabilization from the waterfall parking lot area in Lower Cascades to the main pedestrian bridge connecting the parking lot and west side of the creek. The edge of the creek will be pulled back to create a more gradual slope and tiers of limestone blocks will be installed. Additionally, the Trail Phase 5 will be completed, which will complete trail from the southern end of the Sycamore Shelter parking lot to a new trail roundabout and bridge at the Waterfall Parking Lot. A new accessible boardwalk and viewing platform will also be installed to the waterfall itself.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Tim Street", is written over a horizontal line.

Tim Street, Operations and Development Division Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

BOARD OF PARK COMMISSIONERS

AND

CONTRACTOR

FOR

CASCADES TRAIL PHASE 5 AND

STREAMBANK STABILIZATION IN LOWER CASCADES PARK

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter "CITY") and Scenic Construction Services, Inc., (hereinafter "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (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 required under this Agreement within **300 (Three Hundred) calendar days** from the date of the 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 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.

2.03 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 **One Million, Eight Hundred Twenty Nine Thousand, One Hundred Eighteen Dollars and Zero Cents (\$1,829,118.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 Engineer The Parks and Recreation Department Operations Director 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 Scope of Work in accordance with the Contract.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which CONTRACTOR requested Progressive Payments on its Bid Form, the CITY requires that retainage be held as 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, CITY and CONTRACTOR shall enter into a written escrow agreement. Under that agreement, the CITY 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 CITY and CONTRACTOR that the Contract work has been substantially completed to the reasonable satisfaction of the CITY, at which time the CITY 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 CITY 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 CITY, CITY 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 CITY that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the CONTRACTOR, but by CITY or another party under contract with the CITY, said funds shall be released to the CITY.

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. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom 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 its 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.

5.02.08 The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify CONTRACTOR of any such termination and the reasons therefor in writing.

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. All plans as provided for the work that is to be completed.
7. The Specifications.
8. General Conditions
9. Special Conditions and Supplementary Conditions.
10. CONTRACTOR'S submittals.
11. The Performance Bond and the Payment Bond.
12. The Escrow Agreement.

13. 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. 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 SUBSTITUTION: 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 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 may not be released until one (1) year after the CITY'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	Scenic Construction Services, Inc.
Attn: Tim Street	Attn: Tony Biasi, President
401 N. Morton St., Suite 250	1037 Hawthorn Bloom Drive
Bloomington, Indiana 47404	New Whiteland, IN 46184

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.

[SIGNATURES APPEAR ON IMMEDIATELY FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands.

DATE: _____

City of Bloomington

Board of Park Commissioners

BY:

Kathleen Mills, President, Board of Park Commissioners

Paula McDevitt, Director, Parks and Recreation Dept.

Philippa M. Guthrie, Corporation Counsel

John Hamilton, Mayor, City of Bloomington

BY:

Contractor Representative

Tony Biasi, President, Scenic Construction Services, Inc.

Printed Name

ATTACHMENT "A"
"SCOPE OF WORK"

CASCADES TRAIL PHASE 5 AND
STREAMBANK STABILIZATION IN LOWER CASCADES PARK

DESCRIPTION OF BASE BID:

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project as described in the Base Bid, which is subsequently modified by the included Alternates which are denoted as (ACCEPTED):

- Approximately 1,271 feet of paved trail, 1,646 square yards of asphalt paving, 610 square yards of uncolored concrete sidewalks or path, and 127 square yards of textured colored concrete paving.
- Reconstruction of approximately 1,250' of streambank with large quarry mill blocks in a stepped or tiered configuration to provide permanent erosion protection.
- All earthwork associated with trail construction to include approximately 1,400' of linear grading for trail and ditch grading, including an allowance for up to 100 cubic yards for the removal and replacement of unsuitable subgrade soils found.
- All earthwork associated with streambank stabilization, including approximately 2,700 cubic yards of excavation which includes an allowance for up to 815 CYS of rock excavation, removal of old concrete and stone walls and footers, and removal of stumps in the Base Bid.
- Approximately 457' of elevated wooden boardwalk and a 450 square foot viewing deck for the waterfall area built to ADA requirements.
- Approximately 290' of 18" culvert pipes and structures including cast in place concrete outlets.
- Removal of one old composite concrete and metal bridge and replacement with a new prefabricated steel truss bridge measuring 40' long with a 12' clear deck width.
- Planting of 115 new trees of various species.
- Installation of lighting including Base Bid components of conduits, conductors, handholes and services points, and a Bid Alternate for poles, fixtures, and luminaires.
- Resetting and partial replacement of limestone table and bench sets at three locations.
- A Bid Alternate for Limestone gateway pedestals.
- Other miscellaneous work described within the plans and specifications including maintenance of traffic, erosion control, tree protection and permanent mulched seeding or sodding of all turf areas not otherwise occupied by quarry block or pavements.

Project is in the Lower Cascades Park starting in the vicinity of the Waterfall Shelter to the vicinity of the parking lot near the Sycamore Shelter.

The above Scope of Work is hereby modified by Alternates which are hereby accepted. The Contract Price as presented in Article 3.02 includes the following Accepted Alternates.

ALTERNATE #4 – SIMPLIFIED STONE REQUIREMENTS AND EXTENDED TIME (ACCEPTED)

The undersigned Bidder hereby proposes to provide the required stonework as shown in the Plans but with the following modifications or clarifications to the specifications and plans:

- To address stone block supply concerns which were expressed during the regular bidding process, the time allowed for the Contract is to be extended from 240 to 300 calendar days.
- The requirements for stone pieces from the quarry and stone fabricating process is that the pieces are to be "Sawn 6 sides".
- There is to be no end-to-end angle cutting. Gaps will be the result of placing adjacent pieces to touch at one edge, with the naturally resulting gap at the other.
- The layout of stonework in the recreational section for picnicking areas is to include only 90-degree layouts. The angled stone layout shown is to be revised to a similarly-sized layout that uses only 90-degree turns in the stone tiers, eliminating angled stone cutting.
- Transverse blocks that are to be set alongside the sidewalk slopes are still full rectangular sections and the only variations are in their length and how deeply they are buried. They are to rectangular blocks set side by side on the slope to match the sidewalk ramp.
- Blocks (with only minor exceptions) are to rectangular with only 90-degree sawcuts. Custom cutting is to be limited to special cases at pipe outlets and for fitting up to the existing arch bridge where its foundation must first be excavated and the shape determined.
- No shop drawings are expected to be submitted. Pieces are to be field-fit.
- The concrete footer below Tier 1 is to be finished with gradual vertical grade changes, not angle points, resulting in an almost smooth top so that block pieces can be laid without a need for custom cuts or shaping.
- Shorter stone pieces are allowed. The Plans call for 6-9' pieces but this is hereby revised to allow for three lower tiers to be 4' min, and upper three tiers to be 3' min (to whatever maximum the bidder wants to handle) to increase material availability and to reduce handling challenges.
- Clarification is offered that pipe ends can be shifted slightly to fall within stone block spacing rather than being forced to an exact location.

ALTERNATE #5 – REDUCE TRAIL PAVEMENT SECTION (ACCEPTED)

The undersigned Bidder hereby proposes to provide only 6" of Compacted Aggregate Base under the new asphalt trail pavement. This reduces the removal and replacement of existing subbase materials by 6" inches, and includes the omission of geogrid material otherwise required by the subgrade treatment in the Plans. Subgrade shall still be proofrolled. In the event of a failure, the Engineer will direct additional removal, replacement and the use of geogrid materials, as appropriate, which would be measured and paid in accordance with the established Supplemental Unit Prices previously submitted.

ALTERNATE #6 – DEDUCT STREAMBANK STABILIZATION WORK IN THE "NARROW PROTECTION SECTIONS" (ACCEPTED)

The undersigned Bidder hereby proposes to omit streambank work north of Station 18+82 "A" in the Plans, which is described therein as the "Narrow Protection Section". The short section of transverse blocks to transition from the "Normal Section" to the existing stone wall is still to be provided to address the change in waterway section that will be required.

This deduct would include all wall demolition, removal and replacement with stone blocks from 18+82 "A" to the north limit at 22+30 "A". Note that storm culverts in this section are still to be provided as they are needed to properly drain new paved trail. Pipe outlets would be modified to a simpler pipe outlet through a reinforced concrete cast in place anchor/headwall and overtopped with stone recovered from the hole made in the wall.

The deduction should include all anticipating savings for the maintenance of traffic, bypass pumping and other costs associated with work in the deducted area.

ALTERNATE #7 – DEDUCT STREAMBANK STABILIZATION WORK IN THE “NORMAL PROTECTION SECTION”

(ACCEPTED)

The undersigned Bidder hereby proposes to omit streambank work between Stations 14+70 and 18+82 "A" in the Plans, which is described therein as the "Normal Protection Section". This deletion would only be in conjunction with the acceptance of Alternate 6.

This deduct would include all wall demolition, removal and replacement with stone blocks in the noted section. Note that storm culverts in this section are still to be provided as they are needed to properly drain new paved trail. Pipe outlets would be modified to a simpler pipe outlet through a reinforced concrete cast in place anchor/headwall and overtopped with stone recovered from the hole made in the wall. The deduction should include all anticipating savings for the maintenance of traffic, bypass pumping and other costs associated with work in the deducted area. The second temporary construction entrance to the creek would not longer be required.

NO OTHER ALTERNATES ARE INCLUDED IN THIS CONTRACT.

ATTACHMENT 'B'

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

“E-Verify Affidavit”

E-Verify AFFIDAVIT

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ATTACHMENT 'D'
COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public



PROPOSED:
CASCADES TRAIL PHASE 5 AND
STREAMBANK STABILIZATION IN LOWER CASCADES PARK

BID DATE: **Wednesday, March 31, 2021**

AWARD DATE: **April 27, 2021 ***

*** Or subsequent Board of Park Commissioners meeting**

FOR:
THE CITY OF BLOOMINGTON
DEPARTMENT OF PARKS AND RECREATION
401 N. MORTON, SUITE 250
BLOOMINGTON, INDIANA 47402

Submitted By:

Company or Firm Name

Street and Number

City or Town

State

Zip Code

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SECTION I

INVITATION TO BIDDERS

INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED BIDS FOR THE BELOW-DESCRIBED WORK AT THE LOCATION INDICATED.

CASCADES TRAIL PHASE 5 AND STREAMBANK STABILIZATION IN LOWER CASCADES PARK

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

- Approximately 1,271 feet of paved trail, 1,646 square yards of asphalt paving, 610 square yards of uncolored concrete sidewalks or path, and 127 square yards of textured colored concrete paving.
- Reconstruction of approximately 1,250' of streambank with large quarry mill blocks in a stepped or tiered configuration to provide permanent erosion protection.
- All earthwork associated with trail construction to include approximately 1,400' of linear grading for trail and ditch grading, including an allowance for up to 100 cubic yards for the removal and replacement of unsuitable subgrade soils found.
- All earthwork associated with streambank stabilization, including approximately 2,700 cubic yards of excavation which includes an allowance for up to 815 CYS of rock excavation, removal of old concrete and stone walls and footers, and removal of stumps in the Base Bid.
- Approximately 457' of elevated wooden boardwalk and a 450 square foot viewing deck for the waterfall area built to ADA requirements.
- Approximately 290' of 18" culvert pipes and structures including cast in place concrete outlets.
- Removal of one old composite concrete and metal bridge and replacement with a new prefabricated steel truss bridge measuring 40' long with a 12' clear deck width.
- Planting of 115 new trees of various species.
- Installation of lighting including Base Bid components of conduits, conductors, handholes and services points, and a Bid Alternate for poles, fixtures, and luminaires.
- Resetting and partial replacement of limestone table and bench sets at three locations.
- A Bid Alternate for Limestone gateway pedestals.
- Other miscellaneous work described within the plans and specifications including maintenance of traffic, erosion control, tree protection and permanent mulched seeding or sodding of all turf areas not otherwise occupied by quarry block or pavements.

The bid and other data submitted will form the basis of the negotiation of a Lump Sum agreement for the work. Bids are to be submitted in proper form, as described in the "Instructions to Bidders" which can be found on the City of Bloomington Parks and Recreation department Online Plan Room at Bloomingtonplanroom.com.

A Prebid meeting will be held onsite in Lower Cascades Park at 9 am on Wednesday, March 17, 2021. The meeting will convene at the parking lot for the Sycamore Shelter near the intersection of Club House Drive with Cascades Road (Old SR 37). The meeting will conduct in-person but socially-distanced, and all attendees are required to wear a mask.

Sealed bids shall be received by the Department of Parks and Recreation at Showers City Hall, 401 North Morton Street, Suite 250, Bloomington, Indiana, 47404 at or before 2:00 P.M. local time, on March 31, 2021. The sealed Bids will be publicly opened and read aloud immediately thereafter in the Parks and Recreation department conference room. Any bids received after the designated time will be returned unopened. Bids will be reviewed, and the award may be made at a scheduled meeting of the Board of Park Commissioners.

Each Bidder shall file with his or her sealed bid:

- (1) A Questionnaire Form 96 of the State Board of Accounts with the Non-Collusion Affidavit properly executed;
- (2) A cashier's check or certified check drawn on an acceptable bank or a Bid bond equal to five (5) percent of the total amount of bid;
- (3) A properly executed Trench Safety Systems Affidavit, if the project may require creation of a trench at least five (5) feet in depth;
- (4) A properly executed Employee Drug Testing Program Affidavit for a public works project estimated to cost at least \$150,000; and
- (5) A copy of the bidder's written plan for an employee drug testing program to test the employees of the bidders for drugs.

For bids of \$100,000.00 or more, the successful bidder shall furnish a performance bond and a payment bond for one hundred percent (100%) of the contract amount prior to the execution of the contract, and said bonds shall remain in effect for a period of one (1) year after final acceptance of the work.

Each Bidder for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of bids. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification. Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. local time Monday through Friday.

In accordance with Indiana Code 36-1-12-24, each Contractor that submits a bid for a public works project that is estimated to cost \$150,000 or more shall submit with his/her bid a written plan for an employee drug testing program that complies with Indiana Code 4-13-18 *et. Seq.*

If the project may require creation of a trench at least five (5) feet in depth, the low bidder shall be required to submit a trench safety plan to the project engineer at least ten (10) days prior to beginning the project.

The Board of Park Commissioners reserves the right to waive any informalities and to accept or reject any or all bids submitted. Bids may be held by the Board of Park Commissioners for a period not-to-exceed sixty (60) days, from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the contract.

Kathleen Mills, President
Board of Park Commissioners
City of Bloomington, Indiana

SECTION II

INSTRUCTIONS TO BIDDERS SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.00 CONTRACT DOCUMENTS: Contract Documents that will form the Contract are:

1. The Agreement and its Attachments
2. The Invitation to Bidders
3. The Instructions to Bidders
4. The Performance Bond and the Payment Bond
5. The Specifications
6. The General Conditions
7. The Supplementary Conditions
8. The Special Conditions
9. The Escrow Agreement
10. All Addenda to the Bid Documents
11. 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.
12. CONTRACTOR'S submittals
13. All plans and technical specifications as provided for the work that is to be completed.
14. All permits that have been obtained for the project from regulatory agencies.

1.01 DEFINED TERMS:

1.01(A) Bidder: The individual or entity who submits a Bid directly to the Owner.

1.01(B) Successful Bidder: The lowest responsible and responsive Bidder to whom Owner makes an award.

1.02 INSPECTION OF THE SITE: Bidder shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards, procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bidder's Bid. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

1.03 OMISSIONS AND DISCREPANCIES: Should Bidders find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to the City Engineer. Interpretation of the proposed contract documents will be made only by written addendum. A copy of each addendum will be posted at the City's web site at **www.bloomingtonplanroom.com**. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

2.00 BIDS: Pursuant to the "Invitation to Bidders" sealed Bids for performing the work shall be received by the Parks and Recreation Department, at Showers City Hall, Suite #250, 401 North Morton Street, Bloomington, Indiana, at or before 2:00 PM local time on Friday, April 2, 2021. Bids will be publicly opened and read aloud immediately thereafter in the Parks department conference room, 401 North Morton Street, Suite 250, Bloomington, Indiana. Any Bid received after the designated time will be returned unopened. Bids will be reviewed and the award may be made at the April 27, 2021, meeting or a subsequent meeting of the Board of Park Commissioners. If requested by project manager, the City's Substitute IRS W-9 form shall be executed by Bidder and received by the City prior to the issuance of a Notice to Proceed to Bidder.

- 2.01 BID FORM:** Each Bid shall be legibly written or printed in ink on the Bid Form with Unit Prices provided if applicable. All addenda to the Contract Documents on which a Bid is based, properly signed by the Bidder, shall accompany the Bid when submitted. No alteration in any Bid, or in the Bid Form on which it is submitted, shall be made by any person after the Bid has been submitted by the Bidder. Please indicate on the Bid Form whether you would want to receive a Single Lump Sum Payment following acceptance of this project or if you would want to receive Progressive Payments during the course of this project.
- 2.02 BID SIGNATURES:** Each Bidder shall sign his/her Bid using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Bid by a person who affixes to his/her signature the word "president" or "secretary", "agent", or other designation without disclosing his/her principal may be held to be the Bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished. No Bidder may submit more than one Bid. Two Bids under different names will not be accepted from one firm or association.
- 2.03 BID SUBMISSION:** Each Bid submitted shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Park Commissioners, c/o Bloomington Parks and Recreation Department, 401 N. Morton St., Suite 250, Bloomington, Indiana 47404, identified on the outside with the words "SEALED BID", and the name of the project, and shall be filed with the Office Manager at his/her office in City Hall at 401 North Morton Street, Suite #250, Bloomington, Indiana.
- 2.04 INDIANA LEGAL REQUIREMENTS:** Each bidder shall submit under oath with his/her Bid a statement of his/her experience, proposed plan for performing the Work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. Each Bid shall be accompanied by a properly executed Non-Collusion Affidavit as required by the laws of the State of Indiana.
- 2.05 BID GUARANTEE:** Each Bid shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total Bid. No personal and/or company checks will be accepted or the Bid shall be deemed unresponsive. The Bid guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Bid Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Bid covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the Owner.
- 2.06 RETURN OF BID GUARANTEE:** The Bid Guarantee deposit of each unsuccessful Bidder will be returned when his/her Bid is rejected. The Bid Guarantee deposit of the Bidder to whom the Contract is awarded will be returned when the successful Bidder executes a contract and files a satisfactory performance bond and payment bond. The Bid Guarantee deposit of the second and third lowest responsible Bidders may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bonds by the successful Bidder.
- 2.07 WITHDRAWAL OF BID:** No Contractor may withdraw his/her Bid for a period of sixty (60) days after the date and hour set for the opening, and the Bidders submitting the three lowest Bids may not withdraw their Bid for a period of one-hundred eighty (180) days after the opening date. A Bidder may withdraw his/her Bid at any time prior to the expiration of the Bid period during which

Bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid.

2.08 ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the Bid submitted by the lowest responsible and responsive Bidder; to reject any or all Bids; and to waive irregularities or informalities in any Bid. Bids received after the specified time of closing will be returned unopened. The acceptance of a Bid shall bind the successful Bidder to execute the Contract and to be responsible for liquidated damages as provided in Section 4.00 below and in section 13.00 of the General Conditions.

3.00 QUALIFICATION OF BIDDERS: Bidders shall submit satisfactory evidence that they have a practical knowledge of the particular work Bid upon, and that they have the necessary financial resources to complete the proposed work. Each Bidder shall execute completely and accurately 'Questionnaire Form No. 96' of the Indiana State Board of Accounts and shall file the same with his/her Bid. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the Bidder. In determining the Bidder's qualifications, the following factors will be considered: whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) can be added as an approved vendor to the City of Bloomington. Each Bidder may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No Bid will be accepted which is submitted by a Bidder who is engaged in any work which would impair their ability to finance the work covered by such Bid or to provide suitable equipment for its proper prosecution and completion.

4.00 EXECUTION OF CONTRACT: Any Bidder whose Bid shall be accepted will be required to appear at the office of the Operations Director in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within 15 days after notice that the Contract has been awarded to him/her. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Bid. The amount of the Bid Guarantee accompanying the Bid of such Bidder may be retained by the City as liquidated damages for such breach. In the event that any Bidder whose Bid shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Park Commissioners may at their option, determine that such Bidder has abandoned the Contract and thereupon his/her Bid and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as provided herein.

4.01 INSURANCE: The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.

4.02 PAYMENTS: Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the Owner within forty-five (45) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.

4.03 TIME FOR BEGINNING AND COMPLETING THE WORK: The Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the notice to proceed. All work shall be completed within **240** calendar days after the date of the notice to proceed. Calendar and work days shall be as defined in the General Conditions of these documents.

4.04 TAXES AND PERMITS: Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.

- 4.05 WORKER'S COMPENSATION:** Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the Owner, a certificate as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.
- 4.06 PERFORMANCE BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder to whom a contract is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one-hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:
1. modifications, omissions, or additions;
 2. defects in the contract; or
 3. defects in the Bidding or awarding process.
- 4.07 PAYMENT BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder whom a contract is awarded will be required to furnish a Payment Bond to the Owner in an amount equal to one hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Payment Bond cannot be released until one year after the Board's final settlement with the Contractor, and the bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.
- 4.08 LOCAL MATERIALS:** Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.
- 4.09 NON-DISCRIMINATION IN EMPLOYMENT:** Each Bidder for Bids over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of Bids. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification. Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. The successful Bidder must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination which are included in the Employment Requirement and Wage Rate section. For contracts paid in whole or in part with federal funds, the Bidder must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246. For contracts paid in whole or in part with federal funds, the successful Bidder must, if requested, submit a list of all subcontractors who will perform work on the project, and written

and signed statements from authorized agents of the labor pools with which he/she will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, recruitment, employment, and equal treatment of employees seeking employment, and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same, prior to the award of the Contract.

- 4.10 Permits:** Contractor is responsible for obtaining any permits that are not already obtained by the Engineer, and is responsible for complying with and implementing the requirements of all permits.

4.11 Vendor/Contractor Registration

Upon notification of an award, an individual Bidder or a Firm must meet the approval requirements of the City of Bloomington for becoming an approved vendor. Therefore the Individual Bidder or the Firm shall submit a current and completed Request for Taxpayer Identification Number and Certification form (IRS Form W-9) to the Controller's office as soon as they have been notified of an award or contract. A substitute IRS W-9 form can also be obtained from the City of Bloomington website located here: <http://bloomington.in.gov/controller>. The completed documents must be submitted using one of the methods listed on the form. Please contact the Controller's office at [812.349.3474](tel:812.349.3474) if you have any questions.

4.12 Payment Preference

The City of Bloomington's preferred method of payment is Electronic Funds Transfer (EFT). Payments processed through an EFT save dollars by increasing efficiency and streamlining the payment process. This eliminates the cost of paper, printing, postage, paperwork, and time. If awarded a contract, the successful Bidder or the Firm shall submit a completed EFT form to the Controller's office through one of the methods listed on the form. The form is located on the City of Bloomington website located here: www.bloomington.in.gov. Please contact the Controller's office at [812.349.3474](tel:812.349.3474) if you have any questions.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Because of the unique nature of the work, sensitivity of the project location, close proximity and requirements to maintain limited public activity around the site, and the many conditions associated with permits from the IDNR, IDEM and the Corps of Engineers, a Prebid Meeting has been scheduled for this project. Attendance is strongly encouraged.

A Prebid meeting will be held onsite in Lower Cascades Park at 9 am on Wednesday, March 17, 2021. The meeting will convene at the parking lot for the Sycamore Shelter near the intersection of Club House Drive with Cascades Road (Old SR 37). The meeting will conduct in-person but socially-distanced, and all attendees are required to wear a mask.

SECTION III

BID FORM

UNIT PRICES (IF APPLICABLE)

SAMPLE BOND FORMS

ESCROW AGREEMENT



BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

The Lump Sum Bid BASE BID amount to complete the

CASCADES TRAIL PHASE 5 AND STREAMBANK STABILIZATION IN LOWER CASCADES PARK

including all associated work per plans and specifications is:

_____, \$ _____.

ALTERNATE #1 – LIMESTONE PEDESTALS

The undersigned Bidder hereby proposes to construct the two Limestone Pedestals as detailed on Sheet 8 at the location shown on Sheet 17 in the Plans. This work is to be in addition to the requirements for the Base Bid.

(Add) _____, \$ _____

ALTERNATE #2 – LIGHTING POLES, FIXTURES AND LUMINAIRES

The undersigned Bidder hereby proposes to construct various above-ground lighting facilities as shown on Sheets 27-29 of the Plans. This includes light poles, fixtures, and luminaires. It is noted that buried conduits, conductors, handholes, and service points are to be included in the Base Bid.

(Add) _____, \$ _____

ALTERNATE #3 – UPGRADE OF SUPPORTING POSTS UNDER BOARDWALK FROM 4x4 to 6x6

The undersigned Bidder hereby proposes to construct the boardwalk using 6x6 posts instead of 4x4s, with applicable substitutions to required hardware. This work, if accepted by the Owner, is to be an additional cost made part of the Lump Sum contract for the project.

(Add) _____, \$ _____

BID FORM (page 2 of 2)

All work shall be completed within 240 calendar days after the date of the Notice to Proceed.

Any and all Subcontractors performing work valued over \$10,000 shall be listed below. Any Subcontractor not listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any Subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK

In submitting this Bid, Bidder represents that:

- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and State conditions that may affect cost, progress, performance, and furnishing of the Work.
- B. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, recipe of which is hereby acknowledged.

No. _____ Dated _____

No. _____ Dated _____

SIGNATURE OF BIDDER

Name of Bidder: _____

Date: _____

By: _____

Name & Title Printed: _____

Bidder Address:

Telephone: _____

SUPPLEMENTAL UNIT PRICE SHEET -

1. The following Unit Prices shall include all costs necessary for the complete installation of the materials or items indicated, including materials, labor, equipment, operations, administration, overhead, profit and taxes (if applicable).
2. These Unit Prices shall be used to determine the costs for changes in the work during the construction period, when agreed upon by the Owner.
3. These Unit Prices are submitted as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
4. The Bidder shall submit Unit Prices for the following, plus any other Unit Prices requested in the Bidding Documents, in the manner indicated.
5. The quantity of each item that is assumed to be part of the Base Bid is that quantity which is shown or clearly implied on the Plans or Specifications, except for Unit Price Items 1 thru 4 (below), which include an undistributed but assumed amount in the Base Bid as noted.

ITEM OF WORK	UNIT OF MEASUREMENT	UNIT VALUE
1. Common Excavation for Undercuts – Undistributed (Note that the first 100 CYS of this Work is to be included in the Base Bid)	CYS	\$
2. Compacted Aggregate #53 for Undercuts – Undistributed (Note that the first 100 CYS of this Work is to be included in the Base Bid)	CYS	\$
3. Geogrid Type 2B for Undercuts – Undistributed (Note that the first 250 SYS of this item is to be included in the Base Bid)	SYS	\$
4. Rock Excavation (includes old Concrete Footers and Walls) – Undistributed (Note that the first 815 CYS of this Work is to be included in the Base Bid)	CYS	\$
5. Mill Block	CFT	\$
6. Concrete Sidewalk, 4”	SYS	\$
7. Concrete Sidewalk, 6”	SFT	\$
8. HMA Surface, A, for Path	TON	\$
9. HMA Intermediate, A, for Path	TON	\$
10. Crushed Stone, #8	TON	\$
11. Compacted Aggregate for Base, No. 53s	TON	\$
12. Nursery Sodding	SYS	\$
13. Mulched Seeding, Modified Type U Mix per Plans	SYS	\$

BID BOND (EXAMPLE)

BID BOND

Bidder Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Address (principal place of business): [Address of Owner's principal place of business]	Bid Project (name and location): [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary. (3) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.</i>	

BID BOND PG. 2 (EXAMPLE)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form).

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PERFORMANCE BOND (EXAMPLE)

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (principal place of business): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address (principal place of business): [Address of Owner's principal place of business]	Contract Description (name and location): [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ _____ <i>(Signature)</i>	By: _____ _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ _____ <i>(Printed or typed)</i>	Name: _____ _____ <i>(Printed or typed)</i>
Title: _____ _____	Title: _____ _____
Attest: _____ _____ <i>(Signature)</i>	Attest: _____ _____ <i>(Signature)</i>
Name: _____ _____ <i>(Printed or typed)</i>	Name: _____ _____ <i>(Printed or typed)</i>
Title: _____ _____	Title: _____ _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-610, Performance Bond.

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PERFORMANCE BOND PG. 2 (EXAMPLE)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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PERFORMANCE BOND PG. 3 (EXAMPLE)

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal

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PERFORMANCE BOND PG. 4 (EXAMPLE)

requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. A modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile, or any defect in the public work contract or in the proceedings preliminary to the letting and awarding of the public work contract does not discharge the surety.
17. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND (EXAMPLE)

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (principal place of business): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address (principal place of business): [Address of Owner's principal place of business]	Contract Description (name and location): [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature)(Attach Power of Attorney)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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PAYMENT BOND PG. 2 (EXAMPLE)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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PAYMENT BOND PG. 3 (EXAMPLE)

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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PAYMENT BOND PG. 4 (EXAMPLE)

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2.*Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4.*Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. A modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile, or any defect in the public work contract or in the proceedings preliminary to the letting and awarding of the public work contract does not discharge the surety.
19. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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ESCROW AGREEMENT

CASCADES TRAIL PHASE 5 AND STREAMBANK STABILIZATION IN LOWER CASCADES PARK

THIS ESCROW AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Bloomington, Indiana, Board of Park Commissioners, (the "Owner"), and _____, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the ____ day of _____, 20____, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of

competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

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

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

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

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

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

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

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

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

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any

such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

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

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

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

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

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

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

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

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

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

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

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

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

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

If to Owner:

City of Bloomington Board of Park Commissioners
401 N. Morton Street, Suite 250
Bloomington IN 47404
Attn: Paula McDevitt, Director

If to Escrow Agent:

First Financial Bank
536 N. College Ave.

Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: _____

Address: _____

City/State: _____

Attn: _____

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 Park Commissioners

By: _____

Kathleen Mills, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS

(Date)

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

Attn: Cindy Kinnarney,

Ladies and Gentlemen:

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

Escrow Account for Retainage on Project: _____

Account Holder/Contractor: _____

Primary Account Number: _____

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

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____

Printed Name: _____

Printed Name: _____

Reviewed and Approved By:

Title: _____

Paula McDevitt, Director
Parks and Recreation Department

Escrow Agent
First Financial Bank

Dated: _____

By: _____

Printed Name and Title

SECTION IV

AFFIRMATIVE ACTION PLAN REQUIREMENTS

Updated January 1, 2021

To: Prospective Bidders/Vendors

RE: Affirmative Action, Harassment Policy, Living Wage Ordinance and Drug Testing Policy

FROM: Barbara E. McKinney, Human Rights Director/ Contract Compliance Officer

AFFIRMATIVE ACTION: All bidders and vendors with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you must check with me to make sure it complies with our current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me **at least twenty-four hours** before the bid, quote or proposal deadline. You must submit your plan to me **separately** from your bid or quote. Twenty-four hours will give me sufficient time to review your and the other plans. I recommend you submit your affirmative action plan to me earlier, if possible, so you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up any problems. However, it remains your responsibility to confirm that I have received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure all of the required protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

1. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may submit a copy of that form instead of using our form. Your workforce breakdown data cannot be more than six months old. Even if you already have an acceptable affirmative action plan

on file with my office, you should submit a new workforce breakdown each time you bid for a city contract, to be sure we have up-to-date figures.

2. An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.
3. A sample affirmative action plan that you may amend and adapt as your own.

These documents may be useful if your company has not designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

HARASSMENT POLICY: All bidders and vendors required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan, which you may amend and adapt as your own. **Please note that this harassment policy requirement is new, adopted by the Bloomington Common Council in June, 2019.**

LIVING WAGE: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at www.bloomington.in.gov/livingwage, or call me. For 2021, the living wage for covered employees is \$13.29 an hour.

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact me at 812.349.3429 or email me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5.

Thank you.

Model Affirmative Action Plan and Harassment Policy

_____, declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer)
is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of _____ (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

- 2. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
- 3. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
- 4. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. _____ (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

5. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.
6. _____ (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Signature

Date

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

Company Name: _____

NOTE: This is **not** an Affirmative Action Plan

Effective Date: _____

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
(e.g., recruitment sources, unions)			
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown	<input type="checkbox"/>	<input type="checkbox"/>	
(figures up to date within 6 months)			
HARASSMENT POLICY CHECKLIST			
Definition of harassment	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person to receive and Investigate harassment complaints	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing a harassment complaint	<input type="checkbox"/>	<input type="checkbox"/>	

WORKFORCE BREAKDOWN FORM

COMPANY NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____

E-MAIL ADDRESS: _____

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female Employees	Percent of Total	Total Number Employees with Disabilities	Percent of Total

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

Signature and Title of Representative: _____

Date: _____

SECTION V

STATE FORM NO. 96
QUESTIONNAIRE/NON-COLLUSION AFFIDAVIT



CONTRACTOR'S BID FOR PUBLIC WORK- FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County: _____

3. Bidder _____ (Firm): _____

Address: _____

City/State/ZIP code: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more -IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT

The undersigned bidder 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 bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and

swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed_____

Action taken_____

SECTION VI

GENERAL CONDITIONS
SUPPLEMENTARY GENERAL CONDITIONS (IF APPLICABLE)

GENERAL CONDITIONS

For

Construction

INDEX TO THE ARTICLES OF THE GENERAL CONDITIONS

DEFINITIONS	CHANGES IN CONTRACT PRICE
EXECUTION OF DOCUMENTS	CHANGE OF CONTRACT TIME
CORRELATION, INTERPRETATION AND INTENT OF DOCUMENTS	LIQUIDATED DAMAGES
AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS	WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.
BONDS AND INSURANCE	PAYMENTS AND COMPLETION.
CONTRACTOR'S RESPONSIBILITIES	SUSPENSION OF WORK AND TERMINATION.
WORK BY OTHERS	ARBITRATION.
OWNER'S RESPONSIBILITIES	ENVIRONMENTAL REQUIREMENTS.
ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION	MISCELLANEOUS.
CHANGES IN THE WORK	

1.00 DEFINITIONS. The Owner, the Contractor and the Engineer, are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.01. ADDENDA. Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.

1.02. AGREEMENT. The contractual agreement between the Contractor and the Owner.

1.03. APPLICATION FOR PAYMENT. The form used by Contractor in requesting payments, including accompanying documentation required by the Contract Documents.

1.04. BID. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.05. BIDDER. Any person, firm, or corporation submitting a Bid for the Work.

1.06. BOARD. The City of Bloomington Board of Park Commissioners.

- 1.07. BONDS.** Bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.08. CALENDAR DAY.** Every day shown on the calendar.
- 1.09. CHANGE ORDER.** A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- 1.10. CONTRACT.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and the Contractor, (2) between the Owner and a Subcontractor or Sub subcontractor, or (3) between any persons or entities other than the Owner and Contractor.
- 1.11. CONTRACT DOCUMENTS.** The Agreement, Addenda (whether issued prior to the opening of Bid or the execution of the Agreement), Change Orders issued by the Owner or Engineer, Invitation to Bidders, Instructions to Bidders, Supplementary Instructions to Bidders, Proposal, Non-Collusion Affidavit, Questionnaire, Contractor's Bid, the Bonds, Employment Requirements and Wage Rates, Notification Procedures, General Equipment Stipulations, the Notice of Award, the Notice to Proceed, these General Conditions, the Special Conditions, the Specifications, Drawings, and Modifications.
- 1.12. CONTRACT PRICE.** The total amount payable to the Contractor under the Contract Documents.
- 1.13. CONTRACT TIME.** The number of days stated in the Agreement for the completion of the Work, computed as provided in these General Conditions; or by the date set forth in the Agreement. Contract days are not to be determined from the usage of the Indiana Department of Transportation (I.N.D.O.T.) Standard Specifications Manual.
- 1.14. CONTRACTOR.** The person, firm, or corporation with whom the Owner has executed the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of the Contractor to the Owner shall be that of an independent contractor.
- 1.15. DAY.** A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.16. DATE OF CONTRACT.** The date written in the first paragraph of the Contract Agreement.
- 1.17. DRAWINGS OR PLANS.** The graphic and pictorial portions of the Contract Documents, wherever located or whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

- 1.18. ENGINEER.** Operations and Development Director (herein after "City Engineer", or "Engineer"), person, firm, or corporation named by the Owner "the City of Bloomington", or the duly authorized agents of the Engineer, acting within the scope of the duties entrusted to them.
- 1.19. FIELD ORDER.** A written order issued by the Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- 1.20. MODIFICATION.** (a) A written amendment of the Contract Documents signed by both parties. (b) A Change Order. (c) A written clarification or interpretation issued by the Engineer. (d) A written order for a minor change or alteration in the Work issued by the Engineer. A Modification may be issued only after execution of the Agreement.
- 1.21. NOTICE OF AWARD.** The Written notice by the Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.22. NOTICE TO PROCEED.** A written notice given to the Contractor by the Owner (with a copy to the Engineer) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.
- 1.23. OWNER.** The City of Bloomington named and designated in the Agreement as "Owner" acting through its Board of Park Commissioners and its authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the Office of the Operations Director, Bloomington Parks and Recreation Department 401 North Morton, Suite #250, Bloomington, Indiana, 47404.
- 1.24. PROJECT.** The total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner or by separate contractors.
- 1.25. BID.** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.26. BIDDER.** Any person, firm, or corporation submitting a Bid for the Work.
- 1.27. RESPONSIBLE BIDDER.** One who is fully capable of performing the contract requirements and who has the integrity and reliability to insure faithful performance.
- 1.28. RESPONSIVE BIDDER.** One who has submitted a Bid conforming in all material respects to the Contract Documents.
- 1.29. SHOP DRAWINGS.** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

- 1.30. SPECIFICATIONS.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and performance of related services.
- 1.31. SUBCONTRACTOR.** An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work to a special design at the site, but does not include a firm which merely furnishes material. All Subcontractor's performing work having a value over \$10,000.00 must be approved prior to performing any work under this contract agreement. Any work performed without prior approval will not be compensated for.
- 1.32. SUBSTANTIAL COMPLETION.** The date as determined by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.
- 1.33. WORK.** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to, or undertaken by, the Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

1.34. MISCELLANEOUS DEFINITIONS

1.34.1. AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED. The order, directions, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that the Owner or Engineer has any authority or responsibility for supervision of the Contractor's forces or construction operations. Such supervision is the sole responsibility of the Contractor.

1.34.2. REASONABLE, SUITABLE, ACCEPTABLE, PROPER, SATISFACTORY. The terms reasonable, suitable, acceptable, proper, and satisfactory mean such to the Owner or Engineer and are intended only to the extent of judging compliance with the Contract Documents.

1.34.3. UNDERSTOOD AND AGREED. Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

2.00. EXECUTION OF AGREEMENT.

- 2.01. EXECUTION OF AGREEMENT.** The Agreement and other Contract Documents will be executed as set forth in the Special Conditions.
- 2.02. DELIVERY OF BONDS.** When the executed Agreements are delivered to the Owner, the Contractor shall also deliver to the Owner such Bonds as he may be required to furnish in accordance with the Agreement.
- 2.03. COPIES OF DOCUMENTS.** The Owner shall furnish to the Contractor the number of copies of the Contract Documents set forth in the Special Conditions or a minimum of 3 sets of complete documents.

- 2.04. CONTRACTOR'S PRE-AWARD REPRESENTATIONS.** The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study, observations and site visits with the requirements of the Contract Documents. The Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
- 2.05. COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED.** Unless otherwise provided in the SPECIAL CONDITIONS, the Contractor will be expected to start active and continuous work on the contract within 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 unless this time is waived and mutually agreed upon and indicated on the Notice to Proceed. If a delayed starting date is indicated in the proposal, the 15 calendar day limitation shall 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 contract 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.
- 2.06. STARTING THE PROJECT.** The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin. Should the prosecution of the work for any reason be discontinued, the Engineer shall be notified at least 24 hours in advance of resuming operations.
- 2.07. BEFORE STARTING CONSTRUCTION.** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to the Engineer any conflict, error, or discrepancy which he may discover. However, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.
- 2.08. SUBMISSION OF SCHEDULES.** Within ten days after delivery of the executed Agreement by the Owner to the Contractor, the Contractor shall submit to the Engineer for review, an estimated progress schedule that shall be in 'Critical Path' format and indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules. The 'Critical Path' schedule must include all possible overlapping work that can be accomplished should one action or function not be available or accessible to the contractor in order to show that the Contractors interrelated activities that will control the work path to complete the project within the time limits set forth for the project. Contracts with less than 60 calendar days completion time, less than 35 work days, or less than 60 days between the date of the notice to proceed and the completion date do not need to submit a progress schedule. The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of the work. The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin. Sufficient materials, equipment, labor shall be provided by the Contractor to meet the progress schedule (if required) and to guarantee the completion of the project in accordance with the plans and specifications.

- 3.00. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.** It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing at once. Before proceeding with the Work affected thereby, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

In case of discrepancy, and subject to the terms of the **AGREEMENT** between Owner and Contractor, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; special conditions will govern over the plans and specifications. The instructions to Bidders and the description of the pay items listed in the itemized proposal will govern over plans, specifications, and special conditions. The precedence outlined herein shall not absolve the Contractor of his responsibility with regard to errors and omissions, or from his requirement to follow all IOSHA, OSHA, any local safety ordinances, and general good construction practices.

Advantage shall not be taken of any apparent error or omission in the plans or specifications. In the event such an error or omission is discovered, the Engineer shall be notified immediately in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications will then be made.

4.00. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.

4.01. AVAILABILITY OF LANDS. The Owner shall furnish, as indicated in the Contract Documents and not later than the date of the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in these General Conditions.

4.02. PHYSICAL CONDITIONS; SURVEYS AND REPORTS. Refer to **Instructions to Bidder**. For identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications, refer to **SPECIAL CONDITIONS**.

4.03. UNFORESEEN PHYSICAL CONDITIONS. The Contractor shall promptly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner shall obtain the necessary additional surveys and tests and furnish copies to the Engineer and Contractor. If the Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

4.04. REFERENCE POINTS. The Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions), and shall protect and preserve the established reference points and shall make no changes or reallocations without the prior written approval of the Owner. He shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed or moved at the Contractor's expense.

5.00. BONDS AND INSURANCE.

5.01. PERFORMANCE, PAYMENT AND OTHER BONDS. When Contractor delivers the executed counterparts of the **AGREEMENT** to Owner, the Contractor shall furnish a Performance Bond, Payment Bond, and other Bonds specified in **AGREEMENT** as security for the faithful performance and payment of all his obligations under the Contract Documents. The Performance Bond shall be in an amount at least equal to 100% of the Contract Price, unless otherwise listed in **SUPPLEMENTARY CONDITIONS**. The Payment Bond shall also be in an amount at least equal to 100% of the Contract Price, unless otherwise listed in **SUPPLEMENTARY CONDITIONS**. Bonds shall be executed on the forms (when provided) included in the Contract Documents and with such sureties as are licensed to conduct business in the state of Indiana and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in "Best's Key Rating Guide, Property-Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

5.02. TERMINATION OF SURETY. If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or revoked in any state where any part of the Project is located, the Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Owner.

5.03. CONTRACTOR'S LIABILITY INSURANCE. The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws, or similar employee benefit laws, from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage's and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include the Owner and Engineer as additional insured parties. Before starting the Work, the Contractor shall file with the Owner and Engineer certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision

that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to the Owner and Engineer.

6.00. CONTRACTOR'S RESPONSIBILITIES.

6.01. SUPERVISION AND SUPERINTENDENCE. The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.02. RESIDENT SUPERINTENDENT. The Contractor shall keep on the Work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner and Engineer. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

6.03. LABOR, MATERIALS AND EQUIPMENT. The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract Documents.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the Owner or Engineer and any Subcontractor or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor or any other person or organization, except as may otherwise be required by law. The Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done in accordance with the schedule of values.

The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the specific terms and conditions of the Contract Documents for the benefit of the Owner.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other

perils covered by insurance, except such rights as they may have to the proceeds of such insurance. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor.

- 6.04. PATENT FEES AND ROYALTIES.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.05. PERMITS.** The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his/her Bid. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall also pay all public utility charges necessary for the meter/service connections to place installed devices into working order and placing said service accounts in the name of the City of Bloomington, or their assigned designee.
- 6.06. LAWS AND REGULATIONS.** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in conflict therewith, he shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.
- 6.07. TAXES.** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed. The Owner is exempt from sales tax on products permanently incorporated into the work.
- 6.08. USE OF PREMISES.** The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. No assumptions of allowable traffic closures shall be made by the Contractor unless specifically called for in a "Maintenance of Traffic" plan should one exist. All roadway and lane closures must be approved by the Engineer prior to implementing the closure and a 'Notice of Intent' to close a lane or roadway must be delivered in writing to the Engineer by the Wednesday preceding the week of the desired closure date or time so proper notification can be given to the required personnel.

The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.09. RECORD DRAWINGS. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Project and prior to final payment.

6.10. SAFETY AND PROTECTION. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: all employees on the Work and other persons who may be affected thereby. This includes ensuring the safety of pedestrians, bicyclist, and motorists who are allowed to access the site during the project. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

6.11. SUPERINTENDENT OF SAFETY. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. The Superintendent of Safety shall be responsible for the maintenance of traffic control devices and personnel in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for work zone safety. Weekly "Sign and Barricade Reports" are to be submitted by the Superintendent of Safety.

6.12. EMERGENCIES. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore.

6.13. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The indemnification obligations of the Contractor shall not extend to the liability of the Engineer, his agents or employees arising out of: the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications or the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

7.00. WORK BY OTHERS.

The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and of the other contractors whose work will be affected.

If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any additional work. If the Contractor believes that the performance of any such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

8.00. OWNER'S RESPONSIBILITIES.

The Owner shall issue all communications to the Contractor through the Engineer.

In case of termination of the employment of the Engineer, the Owner shall appoint an engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such an appointment shall be subject to arbitration.

The Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due.

In addition to his rights to request changes in the Work, the Owner shall be obligated to execute Change Orders.

9.00. ENGINEER'S STATUS DURING CONSTRUCTION.

9.01. OWNER'S REPRESENTATIVE. The Engineer will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without the written consent of the Owner and the Engineer.

9.02. CLARIFICATIONS AND INTERPRETATIONS. The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.

9.03. REJECTING DEFECTIVE WORK. The Engineer will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to the Engineer's recommendation of final payment). He will also have authority to require special inspection or special testing of the Work whether or not the Work is fabricated, installed or completed.

9.04. DECISIONS ON DISAGREEMENTS. The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge he/she will exercise his/her best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision, which he will render in writing within a reasonable time.

9.05. ARBITRATION. Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute, or other matter that has been referred to the Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the Engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Engineer rendered his written decision in respect

to the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in the Engineer's decision being final and binding upon the Owner and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

9.06. LIMITATIONS ON THE ENGINEER'S RESPONSIBILITIES. Neither the Engineer's authority to act under this article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any material, man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.

10.00. CHANGES IN THE WORK.

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders and initiated through a Field Order from the Engineer or Owner. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract Price, he may make a claim therefore.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

The Owner shall execute appropriate Change Orders prepared by the Engineer covering changes in the Work to be performed as provided herein and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is confirmed by the Engineer.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

11.00. CHANGE OF CONTRACT PRICE.

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Owner and Engineer within twenty days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the Owner and the Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All changes requested by the Engineer or Owner must be submitted to the Contractor in the form of a Field Order, at which time, the contractor shall provide in return a request for a change order with the prices for said requested work detailed by item and quantity for the Engineer and Owner to review for acceptance and so they can issue a Change Order for the approved work.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of a lump sum.

On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

11.01. COST OF THE WORK. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications set forth in the Wage Scale Determination. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Owner.

The cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

Payments made by the Contractor to the Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from

Subcontractors acceptable to him and shall deliver such bids to the Owner, who will then determine with the advice of the Engineer which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.02. SUPPLEMENTAL COSTS include the following:

The proportion of necessary transportation, traveling and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with the rental agreements approved by the Owner with the advice of the Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

Sales, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.

Deposits lost for causes other than the Contractor's negligence, royalty payments and fees for permits and licenses.

Losses, damages and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.

The cost of utilities, fuel and sanitary facilities at the site.

Minor expenses such as telegrams, long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

The cost of premiums for additional bonds and insurance required because of changes in the Work.

11.03 The term "COST OF THE WORK" shall *not* include any of the following:

Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators,

lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.

Expenses of the Contractor's principal and branch offices other than his office at the site.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

Cost of premiums for all bonds and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).

Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind not specifically and expressly included in the Cost of the Work.

11.04. CONTRACTOR'S FEE. The Contractor's Fee which includes his overhead and profit shall be determined as follows:

A mutually acceptable fee; or, if none can be agreed upon,

A fee based on the following percentages of the various portions of the Cost of the Work:

for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Profit shall be ten percent.

for payments to Subcontractors, the Contractor's Profit shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

no fee shall be payable on the basis of costs of special consultants or supplemental costs.

11.05. CREDIT. The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in form prescribed by the Engineer an itemized cost breakdown together with supporting data.

12.00. CHANGE OF CONTRACT TIME.

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and Engineer within twenty days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined

by the Engineer if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Computation of Contract time shall be in accordance with the contract agreement and not that of the Indiana Department of Transportation (INDOT).

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in the preceding paragraph. A claim for an extension of the Contract Time otherwise allowable under the Contract Documents, shall be granted only to the extent the time lost exceeds the float, using Critical Path analysis as called for in Section 2.08 above, for a delayed activity at the time of the event giving rise to the Claim. Float, whether expressly disclosed or implied in any manner, is jointly owned by the project participants. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this Contract occasioned by any act or omission to act of the Owner or any other party, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work where Critical Path analysis shows such an extension of time is warranted.

13.00. LIQUIDATED DAMAGES.

Liquidated damages shall be paid to the Owner in accordance with the Agreement. If no provision is made in the Agreement, liquidated damages shall be paid as follows:

In the event the Contractor fails to satisfactorily complete the entire Work contemplated and provided for under this contract on or before the date of completion as determined and described elsewhere herein, the Owner shall deduct from the amount due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that timely completion is of the essence. If the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or his surety shall pay the balance to the Owner.

14.00. WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.

14.01. WARRANTY AND GUARANTEE. The Contractor warrants and guarantees to the Owner and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided herein.

14.02. TESTS AND INSPECTIONS. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. All other inspections, tests, or approvals required by the Contract Documents shall be performed by organizations acceptable to the Owner and the Contractor and the costs thereof shall be borne by the Owner unless otherwise specified.

The Contractor shall give the Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation, and such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of his intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice. This timeframe of notification shall be no less than 2 hours, and occur during normal working hours of the City of Bloomington (Monday through Friday – 8:00a.m. to 5:00p.m.) Requests for inspection during all other hours shall receive 48 hours' notice.

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

14.03. ACCESS TO WORK. The Engineer and his representatives and other representatives of the Owner will at reasonable times have access to the Work. The Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

14.04. UNCOVERING WORK. If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore.

14.05. OWNER MAY STOP THE WORK. If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

14.06. CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the Engineer prior to his recommendation of final payment, the Contractor shall promptly, without cost to the Owner and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work within a reasonable time, all as specified in a written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such

correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

14.07. CORRECTION PERIOD. If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in the Supplementary Conditions) or such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

14.08. ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective Work, the Owner (and, prior to final payment, the Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Owner.

14.09. NEGLECTED WORK BY THE CONTRACTOR. If the Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after seven days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Engineer agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

15.00. PAYMENTS AND COMPLETION.

15.01. APPLICATION FOR PROGRESS PAYMENT. If the Contractor has requested progressive payments for work completed throughout the project, the Contractor may, no more frequently than every two weeks, make an estimate of the value of the Work completed, and submit an Application for Payment. The estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing materials which do not conform to the Contract Documents will be deducted from the estimated value. The Application for Payment shall be submitted to the Engineer for review and approval.

15.02. CONTRACTOR'S WARRANTY OF TITLE. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

- 15.03. REVIEW OF APPLICATION FOR PAYMENT.** The Contractor shall furnish to the Engineer such detailed information as he may request to aid in the review and approval of such Estimates. The Engineer will, within five working days after receipt of each Application for Payment, either recommend payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will pay to the Contractor within forty-five days after receipt of Application. 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. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for the work which cannot be completed due to weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Such Applications for Payment are processed on a regular biweekly schedule, which will be provided to the Contractor.
- 15.04. FINAL INSPECTION.** When the Work has been substantially completed and at a time mutually agreeable to the Owner, Engineer, and Contractor, the Engineer and Contractor shall make a final walk-through inspection of the Work. The Engineer shall report to the Owner his findings as to the acceptability and completeness of the Work.
- 15.05. APPLICATION FOR FINAL PAYMENT.** Upon written notice from the Engineer that Work is completed and acceptable as provided in the Supplementary Conditions, the Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require.
- 15.06. FINAL PAYMENT.** If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, present the Application to the Owner for Payment. Thereupon the Engineer will give written notice to the Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. The Owner shall, within forty-five (45) days of presentation to him of the final Application for Payment, pay the Contractor the entire sum found to be due after deducting all amounts to be retained under any provision of the Contract Documents.
- 15.07. CONTRACTOR'S CONTINUING OBLIGATION.** The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

15.08. WAIVER OF CLAIMS. The making and acceptance of final payment shall constitute:

a waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

16.00. SUSPENSION OF WORK AND TERMINATION.

16.01. OWNER MAY SUSPEND WORK. The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of ninety days by notice in writing to the Contractor, which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in these General Conditions.

16.02. OWNER MAY TERMINATE. If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excesses shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

Upon seven days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

16.03. CONTRACTOR MAY STOP WORK OR TERMINATE. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within thirty

days after it is submitted, or the Owner fails to pay the Contractor any sum recommended by the Engineer or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days written notice to the Owner and Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Owner and Engineer stop the Work until he has been paid all amounts then due.

17.00. ARBITRATION.

- 17.01** As a condition precedent to the commencement of judicial action for resolution of Claims, disputes, and other matters in question arising out of, or relating to, the Agreement, including any disagreement with Engineer's decisions, either Owner or Contractor shall file a written demand for arbitration of the dispute with the other party.
- 17.02** No demand for arbitration of any Claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 10.00, 11.00 and 12.00 of the General Conditions may be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) 30 days after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such Claim, dispute, or other matter may be made later than 30 days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said 30 day period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration or judicial proceedings have been initiated, such decision may be entered as evidence but will not supersede such proceedings, except where the decision is acceptable to the parties concerned.
- 17.03** In all other cases, the demand for arbitration shall be made within a reasonable time after the Claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- 17.04** If the party upon whom the demand for arbitration is made rejects arbitration, or fails to give a written response within 30 days after receiving the demand, the other party may commence judicial action on the merits of the dispute. If the party upon whom the demand for arbitration is made accepts arbitration, the other party may commence arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. The agreement to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 17.05** If a Claim, dispute, or other matter in question between Owner and Contractor involves the work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor. Contractor shall include in all subcontracts required by Paragraph 6.14 of the General Conditions a specific provision whereby the Subcontractor consents to being joined in an arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to

joinder shall create any Claim, right, or cause of action in favor of Subcontractor and against Owner, Engineer, or Engineer's Consultants that does not otherwise exist

- 17.06** The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction.

18.00. ENVIRONMENTAL REQUIREMENTS.

The Contractor, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints and be required to install appropriate erosion control devices as determined by the City of Bloomington, which may include, but not be limited to the placement of inlet protection, silt fencing, check dams, temporary seeding and/or mulching. All costs for this work shall be included in the cost of the base Bid with work performed by the contractor to ensure that all erosion is contained on site.

- 18.01. WETLANDS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert wetlands.

- 18.02. FLOODPLAINS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert 100 year flood plain areas delineated on the latest FEMA Floodplain Maps.

- 18.03. HISTORIC PRESERVATION.** Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the City Engineer's Office. Construction shall be temporarily halted pending the notification process and further directions issued by the City after consultation with the State Historic Preservation Office (SHPO).

- 18.04. ENDANGERED SPECIES.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species or their critical habitat be brought to the attention of the contractor, the contractor shall immediately report this evidence to the City Engineer. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.

- 18.05 Rule 5 Permit.** The Contractor shall comply with all applicable requirements of the Rule 5 Permit for erosion control utilizing applicable Best Management Practices (B.M.P.'s) prior to the commencement of work.

19.00. MISCELLANEOUS.

- 19.01. GIVING NOTICE.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to be validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by first class, registered or certified mail, postage prepaid, to the business address provided on the Contractual Agreement.

- 19.02. COMPUTATION OF TIME.** Computation of time shall be set forth by the number of calendar days allowed for in the contract agreement. Calendar days shall consist every day shown on the calendar. The usage of Indiana Department of Transportation (I.N.D.O.T.) standard specifications with regard to time usage or computation does not apply to this contract and therefore is not applicable.

- 19.03. ADDITIONAL SPECIFICATION REQUIREMENTS.** Areas of work not covered under Special Conditions will be required to meet specifications covered in applicable sections of Indiana Department of Transportation Specifications 2018 Edition (or latest edition and supplements at time of Bid) for the installation and placement of materials to ensure quality workmanship. INDOT Specifications shall not be interpreted to contradict current Public Works, or Bloomington Utility Specifications which shall override and supersede INDOT Specifications.
- 19.04. MAINTENANCE OF TRAFFIC.** For all maintenance of traffic, including pedestrian routes, the Contractor shall follow the current Indiana Manual on Uniform Traffic Control Devices (MUTCD) with regard to all signage and signage placement used during the project for both vehicular, bicycle and pedestrian traffic travelling through the project limits. The Contractor shall install and maintain any temporary pedestrian routes in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by the Department of Parks and Recreation.

SECTION VII

SPECIAL CONDITIONS
SUPPLEMENTARY CONDITIONS (PERMITS)

Special Conditions/Supplementary Conditions

Permits have been obtained or are pending for this project from various regulatory agencies including:

Obtained and Included Herein:

- Indiana Department of Natural Resources – Construction in a Floodway
- Indiana Department of Environmental Management – Rule 5 Erosion Control Permit
- Indiana Department of Environmental Management – Section 401 Water Quality Certification

Pending:

- Army Corps of Engineers – 404 Permit

Requirements:

The Contractor shall be bound to the terms and conditions of all permits, and is required to comply with all of the restrictions, notifications and other requirements given for each permit on behalf of the Owner.

These documents are made available on the following sheets.

Regarding the Army Corps of Engineers 404 Permit, coordination for this permit is ongoing and it is anticipated that the permit approval will be received just prior to or during the bidding process. In this event, it will be released in an Addendum. The Plans and Specifications that are part of this bidding package already contain all the known requirements and are the basis for the pending permit application. Bidders are instructed to prepare their bids in anticipation of meeting the requirements of the Plans and Specifications as presented, unless the permit is made available by Addendum, in which case the permit itself is to receive due consideration for bidding. In the event that the permit is issued after bidding, the requirements of the permit will be reviewed by the Engineer for any significant changes to the project requirements and a change order will be negotiated.



State of Indiana
Department of Natural Resources



CERTIFICATE OF APPROVAL

Application #: FW-30579-0

This Certificate of Approval is a Permit for Construction under the authority of the Indiana Flood Control Act, IC 14-28-1 with 312 IAC 10 and IC 14-29-1 with 312 IAC 6 as administered by the Department of Natural Resources.

Approval Issued To: City of Bloomington Parks and Recreation, Paula McDevitt, 401 North Morton Street, Suite 250, Bloomington, IN 47404

Approval Issued By:

Markita Shepherdson

Mail Date: 12/4/2020

Markita Shepherdson, CFM, Division of Water

Permit Effective Date: 12/22/2020

Permit Expiration Date: 12/04/2022

Pursuant to 312 IAC 2-5-1, this Permit becomes Effective eighteen (18) days from the Mail Date to provide a stay period for a Petition for Administrative Review with the Indiana Natural Resources Commission, Division of Hearings. Initiating construction authorized in this Permit prior to the Permit Effective Date constitutes a violation. This Permit is only valid until the Permit Expiration Date.

This Permit may be renewed one (1) time if a written request is received at the DNR, Division of Water, prior to the Permit Expiration Date.

PROJECT INFORMATION:

Waterbody: Cascade Creek

County: Monroe

Project Description Narrative: Multiple new paved trails will be installed as a part of the larger Cascades Trail project. The trails will be 12' wide, will extend approximately 1650' in length, and vary between 0.35' to 0.45' above existing grade. Streambank stabilization will also occur along approximately 1650' of Cascade Creek and will include the removal of the existing limestone block walls along the west side of the creek and the installment of new approximately 6.6' tall limestone blocks that will be tiered where possible to make the creek more accessible to park users. Wing walls along the existing arch bridge will be extended with 18" by 12" stone cap pieces to reach the top of bank.

Project Location: Beginning at the end of Club House Drive and continuing approximately 2,200' south at Bloomington

PERMIT CONDITIONS:

This Certificate of Approval is valid only if the construction project is in compliance with all Conditions in this Permit.

DNR PROJECT SPECIFIC PERMIT CONDITIONS

- 1) Revegetate all bare and disturbed areas with a mixture of native grasses, sedges, wildflowers, and also native hardwood trees and shrubs if any woody plants are disturbed during construction as soon as possible upon completion. Do not use any varieties of Tall Fescue or other non-native plants, including prohibited invasive species (see 312 IAC 18-3-25).
- 2) Minimize and contain within the project limits inchannel disturbance and the clearing of trees and brush.
- 3) Do not work in the waterway from April 1 through June 30 without the prior written approval of the Division of Fish and Wildlife.
- 4) Do not cut any trees suitable for Indiana bat or Northern Long-eared bat roosting (greater than 5 inches dbh, living or dead, with loose hanging bark, or with cracks, crevices, or cavities) from April 1 through September 30.
- 5) Do not construct any temporary runarounds, access bridges, causeways, cofferdams, diversions, or pumparounds.
- 6) Use minimum average 6 inch graded riprap stone extended below the normal water level to provide habitat for aquatic organisms in the voids.
- 7) Appropriately designed measures for controlling erosion and sediment must be implemented to prevent sediment from entering the stream or leaving the construction site; maintain these measures until construction is complete and all disturbed areas are stabilized.
- 8) Seed and protect all disturbed streambanks and slopes not protected by other methods that are 3:1 or steeper with erosion control blankets that are heavy-duty, biodegradable, and net free or that use loose-woven / Leno-woven netting to minimize the entrapment and snaring of small-bodied wildlife such as snakes and turtles (follow manufacturer's recommendations for selection and installation); seed and apply mulch on all other disturbed areas.
- 9) Implement the City of Bloomington-Cascades Trail-Tree Planting Plan electronically received October 30, 2020, within 12 months of project initiation.
- 10) The mitigation tree plantings must have a minimum survival of 85% of planted canopy trees (67/79) and understory trees (31/36) at the end of the monitoring period or additional plants must be installed to meet the minimum survival (volunteer species will not be counted in the survival rate of planted material).
- 11) Tree/shrub survival rates below the required level in any year of the monitoring period must be addressed with additional plantings to meet the required survival rate for that vegetation type by no later than the next growing season.
- 12) Tree and/or understory tree/shrub survival must be monitored for no fewer than 2 full growing seasons after the date of any replanting.
- 13) The species approved by the DNR in the mitigation plan are required plantings and any desired modifications must be pre-approved by a DNR Environmental Biologist.
- 14) Place "Do Not Mow or Spray" signs along the edge of the mitigation/revegetation areas (one sign for every 30-50ft) to protect the restored/replanted areas from future disturbance.
- 15) Yearly mitigation status reports must be submitted beginning from the date of permit approval until the mitigation site has been completely installed. Status reports must be submitted to the South Region Environmental Biologist at the Division of Fish and Wildlife, 402 W. Washington St., RM W273, Indianapolis, IN 46204-2781 by December 31 of each year. Once installed, the mitigation site must be monitored for the survival of the plantings for a minimum of 3 years and a monitoring report submitted to the biologist by December 31 of each year. Monitoring shall occur by the end of each growing season, with approximately 12 months between each monitoring event. The report must include appropriate pictures of vegetative plantings, and a narrative that describes the activity accomplished to date, acres planted, number planted, list of species planted on site, and estimated survival (volunteers shall not be included in survival counts, only planted specimens). If the mitigation site is not successful after the monitoring period, the permit will be considered in violation, and another plan must be submitted for approval.
- 16) Except for the material used as backfill as shown on the plans submitted for the permit application, place all excavated material landward of the floodway*.
- 17) Do not leave felled trees, brush, or other debris in the floodway*.
- 18) Upon completion of the project, remove all construction debris from the floodway*.
- 19) Keep the bridge waterway opening free of debris and sediment at all times.
- 20) The trail should not exceed 6" above existing grade.
- 21) Please note, should the scope of the project change to alter the Land and Water Conservation Fund (LWCF) site in any way that is not intended for outdoor recreation use, the DNR, Division of Outdoor Recreation must be contacted at 317-232-4075 or bbronson@dnr.in.gov

* Note: For regulatory purposes, the floodway is defined on the attached Floodway Map.

DNR PROJECT GENERAL PERMIT CONDITIONS

- 1) Any modifications or additional construction beyond what was shown on plans received at the Division of Water shall require an additional review and approval from the Department of Natural Resources.
- 2) This Permit must be posted and maintained at the project site until the project is completed.
- 3) This Permit shall not be assigned or transferred without the prior written approval of the Department of Natural Resources.
- 4) If any prehistoric or historic archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days.
- 5) This Permit may be revoked by the Department of Natural Resources for violation of any condition or applicable statute or rule.
- 6) The Department of Natural Resources shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the work authorized under this Permit.

Certificate of Approval Attachments: FW-30579_FloodplainMap.pdf

RIGHT TO ADMINISTRATIVE REVIEW:

A party may appeal this Department of Natural Resources Action through the administrative review procedures found in the Administrative Orders and Procedures Act, IC 4-21.5, and the rules promulgated thereunder 312 IAC 3-1. If an appeal is filed, the final agency determination will be made by the Natural Resources Commission following a legal proceeding conducted before an Administrative Law Judge. The Department of Natural Resources will be represented by legal counsel at all stages of administrative review.

In order to obtain an administrative review, a written petition must be filed with the Division of Hearings within 18 days of the Mail Date of the Action. The petition must contain specific reasons for the appeal and indicate the portion or portions of the project to which the appeal pertains. The petition must be addressed to the Division of Hearings, Indiana Government Center North, Room N103, 100 North Senate Avenue, Indianapolis, Indiana 46204

SERVICE LIST:

Applicant(s):

City of Bloomington Parks and Recreation, Paula McDevitt, 401 North Morton Street, Suite 250, Bloomington, IN 47404

Agent(s):

Eagle Ridge Civil Engineering, Michael Tanis, 13664 Sunnyside Lane, Carmel, IN 46074

Adjacent Landowners and Interested Parties:

City of Bloomington, PO Box 100, Bloomington, IN 47402

Board of Commissioners, 100 West Kirkwood Avenue, Room 322, Bloomington, IN 47404

Stephen L Fergasen, 225 North Washington Street, Bloomington, IN 47408

Four Ds of Martinsville Inc, PO Box 1979, Martinsville, IN 46151

AAGV Properties LLC, 2901 North Walnut Street, Bloomington, IN 47404

Kenneth S and Robyn D, 3460 East Terra Cave Court, Bloomington, IN 47401

Biagol S and Marc R Presti, 4550 East State Road 45, Bloomington, IN 47408

Courtesy Notification:

US Army Corps of Engineers, Louisville District, PO Box 59, Louisville, KY 40201

Monroe County SWCD, Martha Miller, 1931 South Liberty Drive, Bloomington, IN 47403

Monroe County Planning Department, Tammy Behrman, 501 North Morton Street, Suite 224, Bloomington, IN 47404

Monroe County Drainage Board, County Surveyor, Health Services Building, 2nd Floor 119 West 7th Street, Bloomington, IN 47404

ADDITIONAL PERMITTING AGENCIES:

This is not a waiver of any local ordinance or other state or federal law and does not relieve the permittee of any liability for the effects which the project may have upon the safety of the life or property of others.

This does not relieve the permittee of the responsibility of obtaining permits, approvals, easements, etc. under other regulatory programs administered by, but not limited to, the U.S. Army Corps of Engineers, County Drainage Board, Indiana Department of Environmental Management and local, city, or county floodplain management, planning or zoning commissions.

**RULE 5 - NOTICE OF INTENT (NOI)**

State Form 47487 (R6 / 2-15)

Indiana Department of Environmental Management

Office of Water Quality

Approved by State Board of Accounts, 2005

Type of Submittal (Check Appropriate Box):

☒ Initial ☐ Amendment ☐ Renewal

Permit Number:

(Note: The initial submittal does not require a permit number; the Department will assign a number. A permit number is required when filing an amendment, applying for renewal, or correspondence related to this permit).

Note: Submission of this Notice of Intent letter constitutes notice that the project site owner is applying for coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit Rule for Storm Water Discharges Associated with Construction Activity. Permitted project site owners are required to comply with all terms and conditions of the General Permit Rule 327 IAC 15-5 (Rule 5).

NAME AND LOCATION OF PROJECT

Name of Project: Cascades Trail Phase 5 and Streambank Stabilization in Lower Cascades Park		County: Monroe
Brief Description of Project Location: A continuation of Cascades Trail projects, which includes paved trails linking the existing Miller Showers Park trails to Cascades Park and the Griffy Reservoir via Old State Road 37, in the City of Bloomington, Monroe County, Indiana.		
Project Location: Describe location in Latitude and Longitude (Degrees, Minutes, and Seconds or Decimal representation) and by legal description (Section, Township, and Range, Civil Township)		
Latitude: 39°11'48.90"N	Longitude: 86°32'11.69"W	
Quarter:	Section: 20, 21, 28, 29	Township: 9N Range: 1W Civil Township: Bloomington
Does <input checked="" type="checkbox"/> all or <input type="checkbox"/> part of this project lie within the jurisdictional boundaries of a Municipal Separate Storm Sewer System (MS4) as defined in 327 IAC 15-13? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, name the MS4(s): City of Bloomington		

SITE OWNER OF PROJECT AND CONTACT INFORMATION OF PROJECT

Name of Company (If Applicable): City of Bloomington Department of Parks and Recreation		
Name of Project Site Owner: (An Individual) Paula McDevitt		Title/Position: Director
Address: 401 North Morton Street		
City: Bloomington	State: IN	ZIP Code: 47404
Phone: 812.349.3711	FAX:	E-Mail Address: (If Available) mcdevitp@bloomington.in.gov
Ownership Status (check one): Governmental Agency: <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local Non-Governmental: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Other: (Explain)		
Contact Person: Michael J. Tanis, P.E.		Name of Company: (If Applicable) Eagle Ridge Civil Engineering Services, LLC
Affiliation to Project Site Owner: Engineering Consultant		
Address: (if different from above) 1321 Laurel Oak Drive		
City: Avon	State: IN	ZIP Code: 46123
Phone: 317.439.8144	FAX:	E-Mail Address: (If Available) mtanis@eagleridgecivil.com

PROJECT INFORMATION

Project Description: <input type="checkbox"/> Residential-Single Family <input type="checkbox"/> Residential-Multi-Family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Other: (Explain) Public Improvement	
Name of Receiving Water: Cascade Creek (Note: If applicable, name of municipal operator of storm sewer and the ultimate receiving water. If a retention pond is present on the property, the name of the nearest possible receiving water receiving discharge must be provided).	
Project Acreage Total Acreage: 1.8 Proposed Land Disturbance: (in acres) 1.8	
Total Impervious Surface Area: (in square feet, estimated for completed project) 32939	
Project Duration Estimated Start Date: 2/1/21 Estimated End Date for all Land Disturbing Activity: 12/21	

(Continued on Reverse Side)

CONSTRUCTION PLAN CERTIFICATION

By signing this Notice of Intent letter, I certify the following:

- A. The storm water quality measures included in the Construction Plan comply with the requirements of 327 IAC 15-5-6.5, 327 IAC 15-5-7, and 327 IAC 15-5-7.5;
- B. the storm water pollution prevention plan complies with all applicable federal, state, and local storm water requirements;
- C. the measures required under 327 IAC 15-5-7 and 327 IAC 15-5-7.5 will be implemented in accordance with the storm water pollution prevention plan;
- D. if the projected land disturbance is One (1) acre or more, the applicable Soil and Water Conservation District or other entity designated by the Department, has been sent a copy of the Construction Plan for review;
- E. storm water quality measures beyond those specified in the storm water pollution prevention plan will be implemented during the life of the permit if necessary to comply with 327 IAC 15-5-7; and
- F. implementation of storm water quality measures will be inspected by trained individuals.

In addition to this form, I have enclosed the following required information:

- ☒ Verification by the reviewing agency of acceptance of the Construction Plan.
- ☒ Proof of publication in a newspaper of general circulation in the affected area that notified the public that a construction activity is to commence, including all required elements contained in 327 IAC 15-5-5 (9). The Proof of Publication Must include company name and address, project name, address/location of the project, and the receiving stream to which storm water will be discharged. Following is a sample Proof of Publication:

"XERT Development Inc. (10 Willow Lane, Indianapolis, Indiana 46206) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of 327 IAC 15-5 to discharge storm water from construction activities associated with Water Garden Estates located at 24 Washout Lane, Indianapolis, Indiana 46206. Runoff from the project site will discharge to the White River. Questions or comments regarding this project should be directed to Walter Water of XERT Development Inc."

- ☒ \$100 check or money order payable to the Indiana Department of Environmental Management. A permit fee is required for all NOI submittals (initial and renewal). A fee is not required for amendments.

SITE OWNER OF PROJECT RESPONSIBILITY STATEMENT

By signing this Notice of Intent letter, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information or violating the provisions of 327 IAC 15-5, including the possibility of fine and imprisonment for knowing violations.

Printed Name of Project Owner: Paula McDevitt

Signature of Project Owner: *Paula McDevitt* Date (month, day, year): 11/24/2020

This Notice of Intent must be signed by an individual meeting the signatory requirements in 327 IAC 15-4-3(g).
All NOI submittals must include an original signature (FAX and photo copies are not acceptable).

Note: Within 48 hours of the initiation of construction activity, the project site owner must notify the appropriate plan review agency and IDEM, Office of Water Quality of the actual project start date if it varies from the date provided above.

Note: A permit issued under 327 IAC 15-5 is granted by the commissioner for a period of five (5) years from the date coverage commences. Once the five (5) year permit term duration is reached, a general permit issued under this rule will be considered expired, and as necessary for construction activity continuation, a new Notice of Intent letter (Renewal) is required to be submitted ninety (90) days prior to the termination of coverage. The submittal must include the NOI Letter, Proof of Publication, Fee, and verification that the plan for the project was approved (original verification of plan approval is acceptable provided the scope of the project has not changed from the original submittal).

Mail this form to: Indiana Department of Environmental Management
Storm Water Program, IGCN, Room 1255
100 North Senate Avenue
Indianapolis, IN 46204-2251

327 IAC 15-5-6 (a) also requires a copy of the completed Notice of Intent letter be submitted to the local Soil and Water Conservation District or other entity designated by the Department, where the land disturbing activity is to occur.

Questions regarding the development or implementation of the Construction Plan/Storm Water Pollution Prevention Plan should be directed to the local county Soil and Water Conservation District (SWCD). If you are unable to reach the SWCD or have other questions please direct those inquiries to the IDEM Storm Water Permit Coordinator at 317/233-1864 or 800/451-6027 ext.3-1864.
For information and forms visit <http://www.in.gov/idem/4896.htm>.

Construction/Stormwater Pollution Prevention Plan Technical Review and Comment (*Form 1*)

Project Information	Project Name: Cascades Trail Phase 5 and Streambank Stabilization in Lower Cas		County: Monroe			
	Plan Submittal Date: 11/17/20		Hydrologic Unit Code: 5120208090010			
	Project Location Description: A continuation of Cascades Trail Project; Old SR 37					
	Latitude and Longitude: 39.11'48.90 N -86.32'11.69 W					
	Civil Township: Bloomington		Quarter:	Section: 1,21,28	Township: 9N	Range: 1W
	Project Owner Name: City of Bloomington Parks & Recreation					
	Contact: Paula McDevitt					
	Address: 401 North Morton Street					
	City: Bloomington		State: IN		Zip: 47404	
	Phone: 812-349-3711		FAX:	E-Mail: mcdevitp@bloomington.in.gov		
Plan Review	Plan Preparer Name: Michael J. Tanis, P.E.					
	Affiliation: Eagle Ridge Civil Engineering Services, LLC					
	Address: 1321 Laurel Oak Drive					
	City: Avon		State: IN		Zip: 46123	
	Phone: 317-439-8144		FAX:	E-Mail: mtanis@eagleridgecivil.com		
	Review Date: 11/17/2020; Second Submittal 11/23/2020					
	Principal Plan Reviewer: Amber Stone					
	Agency: IDEM					
	Address: 820 W Sweet Street					
	City: Brownstown		State: IN		Zip:	
Phone: 812-380-1300		FAX:	E-Mail: anstone@idem.in.gov			
Assisted By: Rob Beck						
<input checked="" type="checkbox"/> PLAN IS ADEQUATE: A comprehensive plan review has been completed and it has been determined that the plan satisfies the minimum requirements and intent of 327 IAC 15-5.						
<input type="checkbox"/> Please refer to additional information included on the following page(s).						
<input checked="" type="checkbox"/> Submit Notice of Intent (NOI): Attach a copy of this cover page when submitting the NOI to the Indiana Department of Environmental Management. Construction activities may begin 48 hours following the submittal of the NOI. A copy of the NOI must also be sent to the Reviewing Authority (e.g. SWCD, DNR).						
<input type="checkbox"/> A preliminary plan review has been completed; a comprehensive review will not be completed within the 28-day review period. The reviewing authority reserves the right to perform a comprehensive review at a later date and revisions to the plan may be required at that time to address deficiencies.						
<input type="checkbox"/> Please refer to additional information included on the following page(s).						
<input type="checkbox"/> Submit Notice of Intent (NOI): Attach a copy of this cover page when submitting the NOI to the Indiana Department of Environmental Management. Construction activities may begin 48 hours following the submittal of the NOI. A copy of the NOI must also be sent to the Reviewing Authority (e.g. SWCD, DNR).						
<input type="checkbox"/> PLAN IS DEFICIENT: Significant deficiencies were identified during the plan review.						
<input type="checkbox"/> Please refer to additional information included on the following page(s).						
<input type="checkbox"/> DO NOT file a Notice of Intent for this project.						
<input type="checkbox"/> DO NOT commence land disturbing activities until all deficiencies are adequately addressed, the plan re-submitted, and notification has been received that the minimum requirements have been satisfied.						
<input type="checkbox"/> Plan Revisions <input type="checkbox"/> Deficient Items should be mailed or delivered to the Principal Plan Reviewer identified in the Plan Review Section above.						

HoosierTimes

Herald-Times - HeraldTimesOnline.com
 Times-Mail - TMnews.com
 Reporter-Times - ReporterTimes.com
 Mooresville-Decatur Times

-Receipt-

Date: 11/20/20 Account #: 64815 Company Name: EAGLE RIDGE CIVIL ENGINEERING Contact: MICHAEL TANIS Address: 13664 SUNNYVALE LN City: WESTFIELD State: IN Telephone: (317) 439-8144	Publications: Herald Times, HT Online
Ad ID: 910052 Run Dates: 11/21/20 to 11/21/20 Ad Class: Public Notices Columns wide: 1 Total # of Lines: 22 Total Cost: \$8.69 Account Rep: Leah Leahy Phone # (812) 331-4281 Email: lleahy@heraldt.com	

Public Notice of Construction Activity

City of Bloomington Department of Parks and Recreation is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements under 327 IAC 15-5 to discharge storm water from construction activities associated with the Cascades Trail Phase 5 and Streambank Stabilization in Lower Cascades Park in the City of Bloomington, Indiana. Run-off from the project site will discharge to Cascade Creek. Questions should be directed to Michael Tanis at Eagle Ridge CES, LLC., 1321 Laurel Oak Dr., Avon, IN 46123.

hspaxlp

Payments:

Method	Card Type	Last 4 Digits	Check	Amount
CC	VISA	9046		\$8.69
Gross:			\$8.69	
Paid Amount:			- \$8.69	
Amount Due:			\$0.00	



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

Section 401 Water Quality Certification

IDEM Authorization Number: 2020-983-53-TMS-A
USACE Number: LRL-2020-526-MKD
Project Name: Cascades Trail Phase 5 Trail and Streambank Improvements
Authority: 327 IAC 2. CWA Sections: 301, 302, 303, 306, 307, & 401
Date of Issuance: February 3, 2021
Impacts must be completed by: February 3, 2023

Approved:

Brian Wolff, Branch Chief
Surface Water and Operations
Office of Water Quality

Applicant / Permittee: City of Bloomington
ATTN: David Williams
401 North Morton Street, Suite 250
Bloomington, IN 47404

Agent: Eagle Ridge Civil Engineering Services, LLC
ATTN: Michael Tanis
1321 Laurel Oak Drive
Avon, IN 46123

Project Location: Monroe County
Latitude 39.19462, Longitude -86.53558
The project is located along Cascades Creek in Cascades Park in Bloomington, Monroe County.

Project Description: Replace the deteriorating limestone block wall along approximately 1,650 linear feet of the western bank of Cascades Creek with tiered large limestone blocks.

Trees will be planted in Cascades Park along the stream corridor to compensate for trees that will be removed.

Authorized Impacts

STREAM IMPACT(S)	Length of Impact (linear feet)		
	Ephemeral	Intermittent	Perennial
Replacing existing wall			1,650

Application Signed: June 16, 2020

Application Received: June 17, 2020

Application Amendments Received:
 September 23, 2020
 October 14, 2020
 October 29, 2020
 November 5, 2020
 November 13, 2020
 November 23, 2020
 December 4, 2020

Based on available information, it is the judgment of this office that the impacts from the proposed project as outlined by this Section 401 Water Quality Certification and described in your application will comply with the applicable provisions of 327 IAC 2 and Sections 301, 302, 303, 306, and 307 of the Clean Water Act if you comply with the conditions set forth below. Therefore, subject to the following conditions, the Indiana Department of Environmental Management (IDEM) hereby grants Section 401 Water Quality Certification for the project described in your application. Any changes in project design or scope not detailed in the application described above or modified by this Section 401 Water Quality Certification are not authorized.

Failure to comply with the terms and conditions of this Section 401 Water Quality Certification may result in enforcement action against you. If an enforcement action is pursued, you could be assessed up to \$25,000 per day in civil penalties. You may also be subject to criminal liability if it is determined that the Section 401 Water Quality Certification was violated knowingly or intentionally.

Conditions of the Section 401 Water Quality Certification

1.0 General

- (a) Implement the project as depicted and described in the application for Section 401 Water Quality Certification.
- (b) Complete all approved discharges no later than two (2) years after the date of issuance of this Section 401 Water Quality Certification. You may request a one (1) year extension to the Section 401 Water Quality Certification by submitting a written request ninety (90) days prior to the deadline stated above. The written request shall contain an account of which discharges and mitigation have been completed and list the reasons an extension is requested.
- (c) Allow the commissioner or an authorized representative of the commissioner (including an authorized contractor), upon the presentation of credentials:
 - (1) to enter your property, including impact and mitigation site(s);
 - (2) to have access to and copy at reasonable times any records that must be kept under the conditions of this certification;
 - (3) to inspect, at reasonable times, any monitoring or operational equipment or method; collection, treatment, pollution management or discharge facility or device; practices required by this certification; and any mitigation wetland site;
 - (4) to sample or monitor any discharge of pollutants or any mitigation site.

2.0 Erosion and Sediment Control

- (a) Implement erosion and sediment control measures on the construction site prior to land disturbance to minimize soil from leaving the site or entering a waterbody. Erosion and sediment control measures shall be implemented using an appropriate order of construction (sequencing) relative to the land-disturbing activities associated with the project. Appropriate measures include, but are not limited to, silt fence, diversions, and sediment traps.
- (b) Monitor and maintain erosion control measures and devices regularly, especially after rain events, until all soils disturbed by construction activities have been permanently stabilized.
- (c) Use run-off control measures, including but not limited to diversions and slope drains. These measures are effective for directing and managing run-off to sediment control measures and for preventing direct run-off into waterbodies.
- (d) Install and make appropriate modifications to erosion and sediment control measures based on current site conditions as construction progresses on the

site. The Indiana Storm Water Quality Manual or similar guidance documents are available to assist in the selection of measures that are applicable to individual project sites.

- (e) Implement appropriate erosion and sediment control measures for all temporary run-arounds, cofferdams, temporary causeways, temporary crossings, or other such structures that are to be constructed within any waters of the state. Minimize disturbance to riparian areas when constructing these structures.
- (f) Cut and fill slopes located adjacent to wetlands and streams (including encapsulated streams) or that directly discharge to these aquatic features are to be stabilized using rapid/incremental seeding or other appropriate stabilization measures.
- (g) Stabilize and re-vegetate disturbed soils as final grades are achieved. Initiation of stabilization must occur immediately or at a minimum within the requirements of a construction site run-off permit after work is completed. Use a mixture of herbaceous species beneficial for wildlife or an emergent wetland seed mix wherever possible and appropriate. Tall fescue may only be planted in ditch bottoms and ditch side slopes and must be a low endophyte seed mix.
- (h) As work progresses, areas void of protective ground cover shall be re-vegetated. Areas that are to be re-vegetated shall use seeding and anchored mulch. If alternative methods are required to ensure stabilization, erosion control blankets may be used that are biodegradable, that use loose-woven/leno-woven netting to minimize the entrapment and snaring of small-bodied wildlife such as snakes and turtles (follow manufacturer's recommendations for selection and installation).

Mulch must be anchored. Anchoring shall be appropriate for the site characteristics such as slope, slope length, and concentrated flows. Anchoring methods may not include loose netting over straw, but can range from crimping of straw, erosion control blankets as specified above that minimize wildlife entrapment, or net free blankets. Tackifiers with mulch and hydro-mulch are acceptable and shall be applied to the manufacturer specifications.

3.0 Construction

- (a) Do not clear trees within the project boundaries during April 1 through September 30 in order to protect any habitat suitable for the federally endangered Indiana Bat (*Myotis sodalis*) and the federally threatened Northern Long Eared Bat (*Myotis septentrionalis*) unless a waiver has been issued by the US Fish and Wildlife Service.

- (b) Restrict channel work and vegetation clearing to the minimum necessary for installation of any structures.
- (c) Obtain prior approval from IDEM for operation of construction equipment or the placement of temporary run-arounds, temporary cofferdams, temporary causeways, temporary crossings, or other related structures within any water of the state, unless specifically stated, depicted, or detailed in the aforementioned correspondence and project plans.
- (d) Construct temporary run-arounds, temporary cofferdams, temporary causeways, temporary crossings, or other such structures of non-erodible materials.
- (e) Construct temporary crossings in a manner that does not impede surface flows or an approximate two (2) year (Q2) flood event.
- (f) Stream pump-around operations are to be installed in accordance with the plans and the in-stream component is to be constructed of non-sediment producing materials. The discharge at the outlet shall not cause erosion of the stream bottom and banks.
- (g) Cofferdam dewatering activities must be directed to an appropriate sediment control measure or a combination of measures prior to discharging into a water of the state to minimize the discharge of sediment-laden water.
- (h) Operate machinery on land above the ordinary high water mark and in a manner that minimizes disturbance to the banks of the watercourse.
- (i) Deposit any dredged material in a contained upland (non-wetland) disposal area to prevent sediment run-off to any waterbody.
- (j) Temporary structures constructed in streams are to be created such that near normal stream flows are maintained.

Other Applicable Permits

Based on the proposed land disturbance, a construction site run-off general permit (327 IAC 15-5) is required for the project. Permit coverage must be obtained prior to the initiation of land-disturbing activities. Information related to obtaining permit coverage is available at www.in.gov/idem/stormwater or by contacting the IDEM, Stormwater Program at 317-233-1864 or via email at Stormwat@idem.IN.gov.

This certification does not relieve you of the responsibility of obtaining any other permits or authorizations that may be required for this project or related activities from IDEM or any other agency or person. You may wish to contact the Indiana Department of Natural Resources at 317-232-4160 (toll free at 877-928-3755) concerning the possible requirement of natural freshwater lake or floodway permits.

This certification does not:

- (1) Authorize impacts or activities outside the scope of this certification;
- (2) Authorize any injury to persons or private property or invasion of other private rights, or any infringement of federal, state or local laws or regulations;
- (3) Convey any property rights of any sort, or any exclusive privileges;
- (4) Preempt any duty to obtain federal, state or local permits or authorizations required by law for the execution of the project or related activities; or
- (5) Authorize changes in the plan design detailed in the application.

Notice of Right to Administrative Review (Permits)

If you wish to challenge this permit, you must file a Petition for Administrative Review with the Office of Environmental Adjudication (OEA), and serve a copy of the petition upon IDEM. The requirements for filing a Petition for Administrative Review are found in IC 4-21.5-3-7, IC 13-15-6-1 and 315 IAC 1-3-2. A summary of the requirements of these laws is provided below.

A Petition for Administrative Review must be filed with the Office of Environmental Adjudication (OEA) within fifteen (15) days of the issuance of this notice (eighteen (18) days if you received this notice by U.S. Mail), and a copy must be served upon IDEM. Addresses are:

Director	Commissioner
Office of Environmental Adjudication	Indiana Dept. of Environmental Management
Indiana Government Center North	Indiana Government Center North
100 North Senate Avenue, Room N103	100 North Senate Avenue, Room 1301
Indianapolis, Indiana 46204	Indianapolis, Indiana 46204

The petition must contain the following information:

- (a) The name, address and telephone number of each petitioner.
- (b) A description of each petitioner's interest in the permit.
- (c) A statement of facts demonstrating that each petitioner is:
 - (1) a person to whom the order is directed;
 - (2) aggrieved or adversely affected by the permit; or
 - (3) entitled to administrative review under any law.
- (d) The reasons for the request for administrative review.
- (e) The particular legal issues proposed for review.

- (f) The alleged environmental concerns or technical deficiencies of the permit.
- (g) The permit terms and conditions that the petitioner believes would be appropriate and would comply with the law.
- (h) The identity of any persons represented by the petitioner.
- (i) The identity of the person against whom administrative review is sought.
- (j) A copy of the permit that is the basis of the petition.
- (k) A statement identifying petitioner's attorney or other representative, if any.

Failure to meet the requirements of the law with respect to a Petition for Administrative Review may result in a waiver of your right to seek administrative review of the permit. Examples are:

- (a) Failure to file a Petition by the applicable deadline;
- (b) Failure to serve a copy of the Petition upon IDEM when it is filed; or
- (c) Failure to include the information required by law.

If you seek to have a permit stayed during the administrative review, you may need to file a Petition for a Stay of Effectiveness. The specific requirements for such a Petition can be found in 315 IAC 1-3-2 and 315 IAC 1-3-2.1.

Pursuant to IC 4-21.5-3-17, OEA will provide all parties with notice of any pre-hearing conferences, preliminary hearings, hearings, stays, or orders disposing of the review of this action. If you are entitled to notice under IC 4-21.5-3-5(b) and would like to obtain notices of any pre-hearing conferences, preliminary hearings, hearings, stays, or orders disposing of the review of this action without intervening in the proceeding you must submit a written request to OEA at the address above.

If you have procedural or scheduling questions regarding your Petition for Administrative Review, additional information on the review process is available at the website of the Office of Environmental Adjudication at <http://www.in.gov/oea>.

If you have any questions about this certification, please contact Tom Sowinski, Project Manager, by email at TSowinsk@idem.in.gov or by phone at 317-234-5647.

cc: Mike Davis, USACE – Louisville District (electronic)
Marissa Reed, USFWS (electronic)
Danny Gautier, IDNR (electronic)
Michael Tanis, Eagle Ridge Civil Engineering Services, LLC (electronic)

SECTION VIII

SAMPLE AGREEMENT

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

BOARD OF PARK COMMISSIONERS

AND

CONTRACTOR

FOR

CASCADES TRAIL PHASE 5 AND

STREAMBANK STABILIZATION IN LOWER CASCADES PARK

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter "City") and _____, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (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 required under this Agreement within **240 (One Hundred Eighty) calendar days** from the date of the 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 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.

2.03 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 _____ 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 Parks and Recreation Department Operations Director 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 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.

5.02.08 The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. 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 SUBSTITUTION: 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 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 may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Paula McDevitt		
401 N. Morton St., Suite 250		
Bloomington, Indiana 47404		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

Board of Park Commissioners

BY:

Kathleen Mills, President, Board of Park Commissioners

BY:

Contractor Representative

Paula McDevitt, Director, Parks and Recreation Dept.

Printed Name

Philippa M. Guthrie, Corporation Counsel

John Hamilton, Mayor, City of Bloomington

ATTACHMENT “A”
“SCOPE OF WORK”

CASCADES TRAIL PHASE 5 AND
STREAMBANK STABILIZATION IN LOWER CASCADES PARK

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

- Approximately 1,271 feet of paved trail, 1,646 square yards of asphalt paving, 610 square yards of uncolored concrete sidewalks or path, and 127 square yards of textured colored concrete paving.
- Reconstruction of approximately 1,250’ of streambank with large quarry mill blocks in a stepped or tiered configuration to provide permanent erosion protection.
- All earthwork associated with trail construction to include approximately 1,400’ of linear grading for trail and ditch grading, including an allowance for up to 100 cubic yards for the removal and replacement of unsuitable subgrade soils found.
- All earthwork associated with streambank stabilization, including approximately 2,700 cubic yards of excavation which includes an allowance for up to 815 CYS of rock excavation, removal of old concrete and stone walls and footers, and removal of stumps in the Base Bid.
- Approximately 457’ of elevated wooden boardwalk and a 450 square foot viewing deck for the waterfall area built to ADA requirements.
- Approximately 290’ of 18” culvert pipes and structures including cast in place concrete outlets.
- Removal of one old composite concrete and metal bridge and replacement with a new prefabricated steel truss bridge measuring 40’ long with a 12’ clear deck width.
- Planting of 115 new trees of various species.
- Installation of lighting including Base Bid components of conduits, conductors, handholes and services points, and a Bid Alternate for poles, fixtures, and luminaires.
- Resetting and partial replacement of limestone table and bench sets at three locations.
- A Bid Alternate for Limestone gateway pedestals.
- Other miscellaneous work described within the plans and specifications including maintenance of traffic, erosion control, tree protection and permanent mulched seeding or sodding of all turf areas not otherwise occupied by quarry block or pavements.

Project is in the Lower Cascades Park starting in the vicinity of the Waterfall Shelter to the vicinity of the parking lot near the Sycamore Shelter.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

“E-Verify AFFIDAVIT”

E-Verify AFFIDAVIT

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ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

SECTION IX

SPECIFICATIONS

SPECIFICATIONS

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SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Description

This project shall include, but is not limited to providing the necessary materials, labor, and equipment to furnish the following in accordance with the Contract Documents:

- Approximately 1,271 feet of paved trail, 1,646 square yards of asphalt paving, 610 square yards of uncolored concrete sidewalks or path, and 127 square yards of textured colored concrete paving.
- Reconstruction of approximately 1,250' of streambank with large quarry mill blocks in a stepped or tiered configuration to provide permanent erosion protection.
- All earthwork associated with trail construction to include approximately 1,400' of linear grading for trail and ditch grading, including an allowance for up to 100 cubic yards for the removal and replacement of unsuitable subgrade soils found.
- All earthwork associated with streambank stabilization, including approximately 2,700 cubic yards of excavation which includes an allowance for up to 815 CYS of rock excavation, removal of old concrete and stone walls and footers, and removal of stumps in the Base Bid.
- Approximately 457' of elevated wooden boardwalk and a 450 square foot viewing deck for the waterfall area built to ADA requirements.
- Approximately 290' of 18" culvert pipes and structures including cast in place concrete outlets.
- Removal of one old composite concrete and metal bridge and replacement with a new prefabricated steel truss bridge measuring 40' long with a 12' clear deck width.
- Planting of 115 new trees of various species.
- Installation of lighting including Base Bid components of conduits, conductors, handholes and services points, and a Bid Alternate for poles, fixtures, and luminaires.
- Resetting and partial replacement of limestone table and bench sets at three locations.
- A Bid Alternate for Limestone gateway pedestals.
- Other miscellaneous work described within the plans and specifications including maintenance of traffic, erosion control, tree protection and permanent mulched seeding or sodding of all turf areas not otherwise occupied by quarry block or pavements.

Project is in the Lower Cascades Park starting in the vicinity of the Waterfall Shelter to the vicinity of the parking lot near the Sycamore Shelter.

B. Measurement and Payment:

Work specified in the drawings, specifications and the contract documents, and other work which may be incidental to the denoted work, shall be included as part of contract lump sum price.

Alternate prices, where designated on the Bid Form, shall be provided.

Supplemental Unit Prices, where designated on the Bid Form, shall be provided. Note that some items include a base amount which is to be included in the Base Bid as an undistributed allowance.

1.02 DEFINITIONS

- A. CBU Specifications: "City of Bloomington Utilities – Construction Specifications for Wastewater, Water, and Storm Projects". Current edition as of Bid date.
- B. Standard Specifications: "Indiana Department of Transportation (INDOT) Standard Specifications," current edition as of bid date, including supplements effective as of the Bid Date.

1.03 FORM OF SPECIFICATIONS

- A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting "shall," "CONTRACTOR shall," "shall be," and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Except as worded to contrary, perform indicated requirements whether stated imperatively or otherwise.
- B. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. Provide Work described and comply with requirements stated unless specifically assigned to other Contractors, Utilities or OWNER.

1.05 USE OF INDOT AND CITY OF BLOOMINGTON STANDARDS

- A. The following work (materials and workmanship) shall be governed by the INDOT Standard Specifications:
 - 1. Common Excavation (Section 203.02)
 - 2. Rock Excavation (Section 203.03)
 - 3. Erosion Control (Section 205)
 - 4. Pavement Subbase (Section 304)
 - 5. Bituminous Paving (Section 402)
 - 6. Concrete Pavement (Section 502)
 - 7. Concrete Sidewalks (Section 604)
 - 8. Curbs (Section 605)
 - 9. Traffic Signs, Barricades (Section 801)
 - 10. Other work not specified in these Technical Specifications or in the plans
- B. The following work (materials and workmanship) shall be governed by the CBU Specifications:
 - 1. Storm Manholes and Inlets

- 2. Storm Sewer Piping
- 3. Sanitary Sewers and Manhole

1.06 UTILITY COORDINATION & RELOCATIONS

- A. **There are no known utility conflicts with this project. Old lighting equipment including poles and cables are to be removed by the project where shown in the Plans.**

1.07 CONTRACTOR'S USE OF PREMISES

- A. Contact Indiana Underground and other utility locating services as required by law in the locality of the project.
- B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from injury or loss. He shall erect and maintain, as required by existing conditions and progress of work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards. All requirements of the Occupational Safety and Health Act are to be followed explicitly and are the responsibility of the Contractor.
- C. Assume full responsibility for protection and safekeeping of products under this Contract.
- D. Use areas which are shown as right of way or City-owned property on the Drawings. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.
- E. Confine removal operations to areas within limits indicated. Do not disturb portions of site beyond areas in which Work is indicated.
- F. Keep driveways, roads, and entrances serving the area clear and available to OWNER and public at all times, except as noted on the Plans. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on sites. CONTRACTOR may use closed portions of streets for short-term storage of materials so long as public will not be using the area during construction. Appropriate traffic control measures must be used at all times when lanes are restricted.
- G. CONTRACTOR may park vehicles inside the workzone at their own discretion and as the work allows. OWNER has land along Old SR 37 south of the Softball Fields that CONTRACTOR may use for storage and staging, but at the CONTRACTOR's sole risk. Other areas within Cascades Park may also be available, but are not guaranteed. One paved area south of the project limits along Old SR 37 used to be the site of a motorcycle shop and the existing pavement is part of the permanent cap that is covering contaminated soils in that area. The Contractor may request to use this area for storage but any damage to the pavement will require repair at the Contractor's expense. Owner cannot guarantee the security of items placed in any location by Contractor.
- H. DAMAGE TO EXISTING PROPERTY - CONTRACTOR is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, pavements, and other existing

assets. **The Contractor is required to collect a pre-construction video or pictures which may be used to verify that damage existed prior to the Contractor's work on site.** Documentation of existing damage is strongly encouraged, to include notification of the Owner or Engineer to ensure the damage is viewed prior to disturbance in the area.

1.08 CONSTRUCTION PHASING AND MAINTENANCE OF TRAFFIC AND ACCESS

- A. Provide for public access to the area during construction as noted in the Plans.
- B. Provide for necessary utility relocations and allow continuity of utility service.
- C. Flow of bicycle and pedestrian traffic in the street alongside the project area must be maintained except as noted in the Plans. CONTRACTOR must complete work from within the designated work areas.

1.09 EASEMENTS, LICENSES, AND PERMITS

- A. Copies of any permit approvals obtained by the Contractor will be made available to the OWNER.
- B. Obtain Improvement Location Permit if required.
- C. Comply with provisions of easements, licenses, and permits.
- D. Perform construction within existing rights-of-way or within limits of easements and construction licenses.
- E. Obtain written authorization from affected property owners or maintaining authorities if construction is outside these areas. Comply with requirements of owners or maintaining authorities.
- F. Obtain written approval of restoration from easement and construction license grantors shown on Drawings in the form of a "Property Release" in accordance with the following:

- 1. Notify property owners of restoration completion by certified mail (return receipt requested, with copy to OWNER) similar to following:

"The undersigned CONTRACTOR has completed restoration of construction site on which you have granted easement or license for installation of certain utilities and improvements. If site restoration is not completed to your satisfaction, please contact City of Bloomington Parks and Recreation Department, Attn: Paula McDevitt, 401 N. Morton St., Suite 250, Bloomington, Indiana 47404, in writing, and arrangements will be made immediately to view site and restore site in conformance with our Contract obligations.

If City of Bloomington Engineering Department does not hear from you in writing within 5 days from above date, site restoration of your property will be deemed completed and acceptable to you."

(Signature)

(Name of CONTRACTOR)

(Address of CONTRACTOR)

2. Complete Work necessary to satisfy terms of Contract.
3. Failure of property owner to notify OWNER within 5 days, in accordance with above example, does not relieve CONTRACTOR of any obligations under Contract.
4. OWNER will:
 - a. Examine site upon receipt of notice of deficiency.
 - b. Have right to have remaining Work done by contract or force account and deduct cost thereof from moneys due CONTRACTOR should CONTRACTOR refuse to complete restoration Work.
 - c. Waive requirement for obtaining statement if satisfied restoration completed in accordance with Contract Documents.

1.10 STAKING

- A. All staking shall be accomplished by, and at the expense of, the CONTRACTOR.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmark before proceeding to layout the work. Locate and protect existing benchmark and control points. Preserve permanent reference points during construction.
- C. ENGINEER will provide electronic files of the site plans to the CONTRACTOR in electronic format to assist them in doing layout work.

1.11 NOTIFICATION

- A. The CONTRACTOR will be responsible for contacting the following at least 48 HOURS PRIOR to beginning Work (including delivery of materials).

-

		<u>PHONE</u>	<u>FAX</u>
_____	Mayor's Office	349-3406	349-3455
_____	Council Office	349-3409	349-3443
<u>XX</u>	Public Works	349-3410	349-3443
<u>XX</u>	Utilities Dept.	339-1444	331-5962
<u>XX</u>	City Police	349-4477	349-3353
_____	IU Police	855-4111	855-1496
<u>XX</u>	Monroe Sheriff	349-2534	349-2828
<u>XX</u>	City Fire Dept.	332-9763	
_____	Perry Twp. Fire	334-7026	336-1166
<u>XX</u>	Blgtn. Twp. Fire	339-1115	339-1120
_____	Van Buren Fire	825-9500	825-9700
<u>XX</u>	Ambulance	336-9894	336-9204
<u>XX</u>	City Transit	332-5688	332-3660
_____	IU Campus Bus	855-8384	855-5984
<u>XX</u>	MCCSC Busses	330-7719	330-7791
<u>XX</u>	Monroe County	349-2555	349-2837
<u>XX</u>	Herald-Times	332-4401	331-4383
<u>XX</u>	Daily Student	855-0763	855-8009
<u>XX</u>	Cable TV	332-9486	330-0107
<u>XX</u>	WTTS/WGTC	332-3366	331-4570
<u>XX</u>	WBWB	332-9292	336-7000

XX WFIU 855-1357 855-5600

XX Underground Locations 1-800-382-5544

EMERGENCY

Duke Energy 1-812-337-3035

Vectren 1-800-666-2853

...after hours 1-800-284-4295

AT&T 1-800-480-8088

Dispatch 812-556-3220

Repair 812-556-3000

Additional notices must be given 24 HOURS PRIOR to the day any street is closed or any utility is temporarily out of service.

1.12 PROJECT MEETINGS

- A. If requested by Owner, CONTRACTOR will schedule and conduct a **construction progress meeting every two weeks** for the duration of the project. Owner will designate invitees.

1.13 SALES TAX EXEMPTION

Owner is exempt from sales tax on products permanently incorporated in the work. Obtain sales tax exemption certificate number from the Office of the City Controller, 812) 349-3412. Upon completion of the work, file with the Owner, a notarized statement that all purchases made under exemption certificate were entitled to be exempt. Pay legally assessed penalties for improper use of certificate number

PART 2 PRODUCTS
(Not Used)

PART 3 EXECUTION
(Not Used)

* * * END OF SECTION * * *

SECTION 01250
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

- A. Submit Schedule of Values.
- B. Upon request of ENGINEER or OWNER, support values with data.

1.02 REQUIREMENTS FOR SCHEDULE OF VALUES

- A. Provide schedule on 8-1/2 in. by 11 in. paper. CONTRACTOR's standard forms will be considered for approval by ENGINEER upon CONTRACTOR's request.
- B. Identify value of component portions of Work in sufficient detail to serve as basis for computing values for progress payments.
- C. Provide separate listing of items of General Requirements such as bonds, insurance premiums, mobilization, supervision and layout, temporary construction facilities, contingency, construction schedule, O&M data, record drawings, and submittals.
- D. Use CSI format (by Division) to list component items.
- E. For each division, list subvalues of major materials, equipment or work.
- F. For Various Portions of Work:
 - 1. Each item shall include directly proportional amount of CONTRACTOR'S overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down value into:
 - a. Cost of materials, delivered and unloaded, with taxes paid.
 - b. Total installed value including CONTRACTOR'S overhead and profit.
- G. Sum of values listed in schedule shall equal total Contract lump sum.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

* * *END OF SECTION * * *

SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

Section includes requirements for submittals including schedules, shop drawings, product data, samples, construction videotaping and photographs, schedule of values, and others.

1.02 PROGRESS SCHEDULES

- A. Prepare and submit Construction Progress Schedule in accordance with General Conditions.
- B. **No Work shall be done between 7:00 p.m. and 8:00 a.m., nor on Sundays or holidays without written approval from OWNER. Emergency work may be done without prior permission. Night work will NOT be allowed.**
- C. Prepare schedules in form of horizontal bar (Gantt) chart with a separate horizontal bar for each operation, listed in order of start date.
- D. Schedule:
 - 1. Show complete sequence of work.
 - 2. Show dates for beginning and completion of each major work element. Elements shall include, as applicable, the following:
 - a. Shop Drawing submittal, review by ENGINEER, and return to supplier.
 - b. Material and equipment order, manufacturer, delivery.
 - c. Performance tests and supervisory services activity.
 - d. Sanitary sewer, storm sewer, watermain, and other utility installation.
 - e. Excavation, backfilling, paving.
 - f. Landscaping work
 - g. Subcontractor's items of Work.
 - h. Restoration.
 - i. Final cleanup.
 - j. Miscellaneous items.
- E. Revisions:
 - 1. Every 30 days or as needed to reflect changes in progress.
 - 2. Indicate progress of each activity at date of submittal.
 - 3. Show changes occurring since previous submittal.
 - a. Changes in scope.
 - b. Activities modified since previous submittal.
 - c. Revised projections of progress and completion.
 - 4. Provide narrative report as needed to define following.
 - a. Problem areas, anticipated delays, and impact on schedule.
 - b. Corrective action recommended and its effect.

- c. Effect of changes on schedules of other contractors.

1.03 SHOP DRAWINGS AND PRODUCT DATA

- A. Submit in a timely manner, allowing reasonable review time, so not to delay work by contractor or subcontractor.
- B. CONTRACTOR'S Responsibilities:
 - 1. Review Shop Drawings and product data prior to submittal.
 - 2. Determine and verify following.
 - a. Field measurements.
 - b. Field construction criteria.
 - c. Catalog numbers and similar data.
 - d. Conformance with Specifications.
 - 3. Coordinate each submittal with requirements of Work and Contract Documents.
 - 4. Notify ENGINEER in writing of deviations from requirements of Contract Documents.
 - 5. Begin no fabrication or Work requiring submittals until return of submittals with ENGINEER approval.
 - 6. Designate in Progress Schedule, dates for submittal and receipt of reviewed shop drawings and samples.
- C. Submittals shall contain:
 - 1. Date of submittal and dates of previous submittals.
 - 2. Project name and number.
 - 3. Names of:
 - a. CONTRACTOR.
 - b. Supplier and/or Manufacturer.
 - 4. Identification of product, with identification numbers, and Drawing and Specification section numbers.
 - 5. Field dimensions, clearly identified.
 - 6. Identify details required on Drawings and in Specifications.
 - 7. Show manufacturer and model number, give dimensions, and provide clearances.
 - 8. Relation to adjacent or critical features of Work or materials.
 - 9. Applicable standards, such as ASTM or Federal Specification numbers. Identification of deviations from Contract Documents.
 - 10. Identification of revisions on resubmittals.
 - 11. **8 in. by 3 in. blank space for CONTRACTOR and ENGINEER stamps.**
 - 12. **CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents.**
- D. Resubmittal Requirements:
 - 1. Comply with submittal requirements.
 - 2. Make corrections or changes in submittals required by ENGINEER. Resubmittals required until approved.
 - 3. Identify on transmittal form submittal is resubmission.

4. Shop Drawings and Product Data:
 - a. Revise initial drawings or data and resubmit as specified for initial submittal.
 - b. Indicate changes made other than those requested by ENGINEER.
- E. Distribute reproductions of Shop Drawings and copies of product data which carry ENGINEER'S stamp approval to following.
 1. Jobsite file.
 2. Record documents file.
 3. Other affected Contractors.
 4. Subcontractors.
 5. Supplier or fabricator.
- F. ENGINEER'S Duties:
 1. Review submittals in accordance with schedule.
 2. Affix stamp and signature, and indicate approval or requirements for resubmittal.
 3. Return submittals to CONTRACTOR for distribution or for resubmittal.

1.04 TEST RESULTS AND CERTIFICATIONS

- A. Submit test results and certifications required in Specification sections for review of conformance with specified requirements and information.
- B. Submit test results upon completion of test or submittal of results from testing laboratory.

1.05 OPERATIONS AND MAINTENANCE DATA (O&M Data)

- A. Submit bridge manufacturer's guide for maintenance on the bridge.
- B. Submit O&M Data for lighting equipment.

1.06 PRECONSTRUCTION VIDEO AND PICTURE RECORD AND CONSTRUCTION PHOTOGRAPHS

Prior to construction work commencement, prepare a detailed video taping and photographic log of the pre-construction condition of the project site.

1. Prepare a walkthrough video taping of the project area, narrated as necessary to set location. Discuss specific defects noted.
2. Take color photographs of special features, defects or areas of special concern to supplement video taping.
3. Provide OWNER a copy of the videotapes and photographs for their records.
4. After coordination with OWNER and property owners, prepare same survey of buildings that may be impacted. Enter buildings and record condition of spaces.
5. Conduct this survey to the full limits that are to be disturbed, and include face of all buildings nearest or adjacent to this limit.
6. Invite ENGINEER to participate in this pre-construction recording/photography as an additional witness. ENGINEER is an agent of the OWNER.

1.07 GUARANTEE, WARRANTIES, MAINTENANCE AGREEMENTS AND BONDS

- A. Refer to General and Special Conditions for requirements.

1.08 ENGINEER'S ACTION

A. ENGINEER'S Action:

1. General:

- a. ENGINEER will review each submittal, mark with action, and return. Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR.
- b. ENGINEER will stamp each submittal with action stamp, marked with submittal action.

2. Notification of Insufficient Information:

- a. If information submitted is not sufficient to complete review, ENGINEER will notify CONTRACTOR that additional information is required.
- b. Submittal will not be returned. Submittal will be placed in an "on hold" status until CONTRACTOR provides additional information.

B. Action Stamp:

- 1. Approved: Where submittals are marked as "Approved," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
- 2. Approved As Noted: When submittals are marked as "Approved As Noted," Work covered by submittal may proceed provided it complies with ENGINEER'S notations and with Contract Documents. Acceptance of Work depends on compliance. Resubmittal not required.
- 3. Not Approved: When submittals are marked as "Not Approved," do not proceed with Work covered by submittal. Work covered by submittal does not comply with Contract Documents. Prepare new submittal complying with Contract Documents.
- 4. Revise and Resubmit: When submittals are marked as "Revise and Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress. Revise submittal or prepare new submittal in accordance with ENGINEER'S notations. Resubmit without delay. Repeat if required to obtain different action marking.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

- A. Provide complete copies of required submittals as follows.

1. Construction Progress Schedule:

- a. 2 copies of schedule and each revision.
- 2. Shop Drawings and Product Data: 5 copies.
- 3. Test Results: 2 copies.
- 4. Construction Video and Photos: 1 copy of each.
- 5. Other Submittals:
 - a. 5 copies if required for review.
 - b. 3 copies if required for record.

* * * END OF SECTION * * *

SECTION 01400
TESTING LABORATORY SERVICES AND MATERIAL APPROVAL

PART 1 GENERAL

1.01 PERFORMANCE REQUIREMENTS

- A. Employ and pay for services of independent testing laboratory approved by OWNER to perform testing as described in Specifications. Employment of laboratory shall, in no way, relieve CONTRACTOR's obligations to perform Work of Contract.
- B. Related Requirements in Other Parts of Contract Documents: Conduct inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities, Conditions of Contract.
- C. Testing Requirements and Frequency of Tests:
 - 1. The testing and material approval requirements for the work included in the Contract are as follows:
 - a. **Concrete for Pavements, Curbs, Sidewalks and Drives:**
 - 1) Mix Design, Admixtures, Aggregates and Cement – from INDOT pre-approved list and/or certified aggregate producers
 - 2) Liquid Membrane Curing Materials – Type C Certification or INDOT pre-approved list.
 - 3) Per day of concrete pouring, one each air test and slump test.
 - 4) For textured/colored concrete, submit product data for system intended for use. Note that Plans call for Bomanite Systems or an approved equal. Submit color chart for color selection by Owner.
 - b. **Storm Sewer and Sanitary Sewer Pipes and Precast Concrete Structures**
 - 1) From INDOT Certified Precast Concrete Supplier, or provide Type A Certification per INDOT Standard Specifications for other materials.
 - c. **Structural Backfill / Pipe Bedding and other Engineered Fill Materials**
 - 1) Gradation – Material from an INDOT Certified Aggregate Producer, or provide certified material gradation test demonstrating compliance with INDOT material requirements, meeting allowable gradations noted in Section 02300.
 - 2) Density – NOT APPLICABLE.
 - e. **Compacted Aggregate Base**
 - 1) Gradation – Material from an INDOT Certified Aggregate Producer, or provide certified material gradation test demonstrating compliance with INDOT material requirements, meeting allowable gradations noted in Section 02300.

- 2) Density – One density test on each lift of compacted aggregate used as base, at the following frequencies:
 - Drives – 1 per drive
 - Sidewalk – 1 per 500' of sidewalk, minimum 1 per segment
 - Trail – 1 per 500' of trail

f. **Topsoil and Seeding**

- 1) For every source of topsoil to be used on site, **including in-situ materials**, provide certified laboratory test of topsoil in accordance with Section 02900 that identifies soil amendment needed to meet specifications.
- 2) Seed mixture shall come with tag or written certification showing compliance with requirements in the plans.

e. **Mill Block Sample**

- 1) Contractor shall confirm availability and provide access to sample of proposed mill block materials at the proposed quarry/source. Contractor shall confirm availability of stone cut to rectangular blocks with typical sections of 2.5'x2.5' and 1.5'x2.5', both in minimum 6' long sections, with 9' preferred. Sample shall confirm source can rough cut blocks to a maximum standard deviation from rectangular of 1" such that when placed end to end and touching, the maximum gap presented anywhere along the joint does not exceed 1".

g. **Asphalt Pavement Materials**

- 1) Source must be a certified producer of HMA materials per INDOT requirements.

h. **Other Materials**

- 1) Where this Section is silent, approval of other materials will be in accordance with other Sections of these Technical Specifications or with the applicable City or INDOT Standard Specifications. This includes sign materials, pavement markings, and miscellaneous materials.

1.02 QUALIFICATION OF LABORATORY

- A. Meet basic requirements of ASTM E329.
- B. Licensed to operate in Indiana.
- C. Testing Equipment shall be calibrated at reasonable intervals by devices of accuracy traceable to either National Bureau of Standards or other Accepted values.

1.03 LABORATORY DUTIES

- A. Cooperate with OWNER and CONTRACTOR; provide qualified personnel to perform Work after due Notice to Proceed.
- B. Perform specified inspections, secure samples, and test materials.

1. Comply with specified standards.
 2. Ascertain compliance of materials with Contract Documents.
- C. Promptly notify OWNER and CONTRACTOR of observed irregularities or deficiencies of Work, equipment or material.
- D. Promptly submit written report of each test and inspection; one copy each to ENGINEER, OWNER, material supplier, and CONTRACTOR, and one copy to record document file. Each report shall include
1. Date issued
 2. Project title and number.
 3. Testing laboratory name, address, and telephone number.
 4. Name and signature of laboratory inspector.
 5. Date and time of sampling or inspection.
 6. Date of test.
 7. Identification of product and Specification section.
 8. Location of sample or test in Project.
 9. Results of tests and compliance with Contract Documents.
 10. Interpretation of test results, when requested by ENGINEER.
- E. Perform additional tests as required by OWNER or CONTRACTOR.

1.04 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
1. Release, alter or enlarge on requirements of Contract Documents.
 2. Approve any portion of Work.
 3. Perform duties of CONTRACTOR.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to Work.
- B. Provide to laboratory preliminary design mix proposed to be used for concrete and other material mixes which require control by testing laboratory.
- C. Furnish copies of product test reports.
- D. Furnish incidental labor and facilities.
1. Provide access to Work to be tested.
 2. Obtain and handle samples at Project site or at source of product to be tested.
 3. Facilitate inspections and tests.
 4. Store and cure test samples.
- E. Notify laboratory and OWNER sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

- F. Make arrangements with laboratory and pay for additional samples and tests required for CONTRACTOR'S convenience.
- G. Employ and pay for services of testing laboratory to perform additional inspection, and testing required when initial tests indicate Work does not comply with Contract Documents.

* * * END OF SECTION * * *

SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL). Term "NRTL" shall be as defined in OSHA Regulation 1910.7. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.
- B. Regulatory Requirements: National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.
- C. Comply with federal, state, and local codes and regulations, and with utility company requirements.

PART 2 PRODUCTS

2.01 TEMPORARY ELECTRICITY AND LIGHTING

- A. General:
 - 1. Temporary lighting shall be sufficient to enable CONTRACTOR and Subcontractors to complete Work and enable ENGINEER to observe Work as it is being performed. Illumination shall meet or exceed state code requirements.
- B. Responsibilities:
 - 1. Provide, maintain, and remove temporary electric service facilities.
 - 2. Facilities exposed to weather shall be weatherproof type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
 - 3. Pay for installation of temporary services including poles, transformer charges, and metering. Register temporary meter in CONTRACTOR'S name
 - 4. Arrange with local electric utility for temporary electric service subject to their requirements and approval.
 - 5. Provide and maintain lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.
 - 6. Pay for electrical energy consumed for construction purposes including operation of ventilating equipment for heating of buildings, and for testing and operating of equipment after permanent wiring has been installed, until final acceptance by OWNER.
 - 7. Provide and pay for service to temporary offices.

2.02 TEMPORARY TELEPHONE SERVICE

Ensure a cell phone is available so the OWNER and ENGINEER may contact CONTRACTOR at any time.

2.03 WATER FOR CONSTRUCTION

- A. CONTRACTOR shall make arrangements for water during construction. Water is not available from hydrants unless the Contractor makes its own arrangements with the Water Utility.
- C. Use only special hydrant operating wrenches to open hydrants. Make certain hydrant valve is open full. If hydrants are damaged, CONTRACTOR shall be responsible and shall notify appropriate agency so damage can be repaired as quickly as possible. Fire hydrants shall be completely accessible to Fire Department at all times.

2.04 WATER FOR TESTING

CONTRACTOR shall provide water necessary for testing prior to acceptance of Work, unless specifically stated otherwise in Specifications.

2.05 SANITARY FACILITIES

- A. No sanitary facilities are available on site. **Do not use golf course or park facilities.**
- B. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of OWNER'S, CONTRACTOR'S and Subcontractor's employees.
- C. Maintain in sanitary condition.

2.06 TEMPORARY FIRE PROTECTION

Provide and maintain in working order, minimum of one fire extinguisher on each vehicle or piece of major equipment, and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires by personnel at Project site.

2.07 TEMPORARY SITE AND OTHER ROADS

Maintain public roads used during construction free from accumulations of dirt, mud and construction debris resulting from construction operations. Roads shall be considered "maintained" when material has been removed by a sweeper.

2.08 SECURITY

- A. Security will not be provided by OWNER.
- B. CONTRACTOR shall be responsible for loss or injury to persons or property where Work is involved, and shall provide security and take precautionary measures to protect CONTRACTOR'S and OWNER'S interests.

2.09 TEMPORARY PARKING

- A. There shall be no parking on Project site except within areas that are otherwise unavailable to the public and designated by barricades, drums or workzone fencing. **CONTRACTOR WILL**

NOT PARK IN DRIVEWAYS, ALLEYS, OR IN SPACES THAT ARE OTHERWISE DESIGNATED FOR LOCAL PUBLIC USE, UNLESS PART OF THE DESIGNATED WORKZONE OR AUTHORIZED BY OWNER.

2.10 TEMPORARY FENCING

- A. If shown, provide and maintain temporary fencing sufficient to discourage trespass by CONTRACTOR onto private property and by public onto construction site.
- B. Fencing shall be 4' plastic construction fencing mounted on temporary posts.

2.11 PROJECT IDENTIFICATION

Locate any OWNER-provided signs where designated by OWNER.

PART 3 EXECUTION

3.01 GENERAL

Maintain and operate systems to ensure continuous service.

3.02 REMOVAL AND RESTORATION

- A. Completely remove temporary materials, equipment, signs, and structures when no longer required.
- B. In unfinished areas, clean and repair damage caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed or plant as necessary to provide appearance equal to or better than original.
- C. In finished areas, restore existing or permanent facilities used for temporary services to specified, or original condition.

3.03 DAMAGE TO EXISTING PROPERTY

- A. CONTRACTOR is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, pavements, and other existing assets. The Contractor is reminded of the requirement for the collection of a pre-construction video or pictures which may be used to verify that damage existed prior to the Contractor's work on site. Documentation of existing damage is strongly encouraged, to include notification of the Owner or Engineer to ensure the damage is viewed prior to disturbance in the area.

*** END OF SECTION ***

SECTION 01550
ENVIRONMENTAL PROTECTION AND EROSION CONTROL PLAN

Description

This work shall consist of meeting the requirements of the various federal, state and local regulatory agencies that have jurisdiction over the conduct of the work, including those detailed in the Standard Specifications under Section 205. CONTRACTOR, in executing Work, shall maintain work areas on and off-site free from environmental pollution that would be in violation of federal, state or local regulations. Section includes detailed requirements for the implementation of the Erosion Control Plan.

Erosion Control Plan for this project has been provided in the Plans and may be implemented by Contractor without modification if desired. Contractor shall be responsible for any subsequent changes or deviations from the plan and for ALL activities conducted off-site from the project area.

Construction Requirements

A. GENERAL.

1. CONTRACTOR is to notify the Monroe County Soil and Water Conservation District prior to the start of work at 812-349-2046.

CONTRACTOR, in executing Work, shall maintain work areas on and off-site free from environmental pollution that would be in violation of federal, state or local regulations. Contractor must comply with the terms of all permits granted for the project.

2. Observe rules and regulations of City of Bloomington, Monroe County, State of Indiana and agencies of U.S. Government prohibiting pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
3. Provide measures in accordance with approved Erosion Control Plan and any permits received. When an Erosion Control Permit is in place or needed, CONTRACTOR shall assume the responsibilities of the "Operator", as designated by IDEM and shall be responsible for the full implementation and conduct of the Erosion Control Plan that was submitted to and approved by IDEM to satisfy "Rule 5" requirements on behalf of the City. IDEM's Notice of Sufficiency and attachments, if applicable, are hereby incorporated by reference and are a binding part of the work by the CONTRACTOR.
4. Prevent construction material, pavement, concrete, earth, sediments or other debris from entering storm sewers, inlets, manholes or culverts. Make adjustments to erosion control measures based on actual field performance after consultation with Owner. Follow the Erosion Control Plan, modifying it to site conditions and work sequencing if needed to keep work in compliance with applicable state and local requirements.

B. EROSION CONTROL / PROTECTION OF STORM SEWERS & WATERWAYS

1. SEQUENCING / TIMING REQUIREMENTS OF EROSION CONTROL MEASURES:

- a. Discuss the responsibility for implementation of the Erosion Control Plan at the Preconstruction meeting. Identify Contractor's responsible personnel and contact information.
- b. Provide a phasing plan of the work to identify what measures need to be in place to provide downstream or down slope protection for each phase.
- c. Post applicable permits from all state, local and federal agencies at the site as required.
- d. Construction Temporary Gravel Entrances to site as shown on the Plans. Use these for ingress/egress of implementation of all additional measures.
- e. **Based on Contractor's work area phasing plan, provide erosion control in the following general sequencing:**
 - i. Provide erosion control measures, in place, before commencing work on project site (applies to each work area).
 - ii. Where silt fencing is called for, install it as shown on the plans prior to disturbing upslope areas.
 - iii. Provide straw bale protection to existing culverts prior to ground disturbance upstream of that culvert
 - iv. Topsoil shall be removed from areas of construction and stockpiled in a manner that prevents erosion and loss of materials. Topsoil will be redistributed on the project site prior to final grading and seeding. Excess topsoil is to be hauled off site to an approved clean fill facility by the Contractor.
 - v. When new storm inlets or culverts are installed and in service, place temporary straw bale checks as soon as practicable, but not more than 24 hours after inlet or culvert is placed in service.
 - vi. Install Riprap Ditch Checks in ditches and at the upstream end of culverts within 24 hours of rough grading the ditch or installing the culvert.
 - vii. Install permanent Geotextile and Riprap at culverts within 48 hours of pipe installation.
 - viii. Complete temporary or permanent stabilization of slopes greater than 3:1 within 7 calendar days following initial soil disturbance. Stabilize other disturbed or graded areas within 14 calendar days. Permanent stabilization is desirable and shall be installed in these time limits. If permanent seeding cannot be installed, temporary seeding must be installed. Note that no additional payment will be made for Temporary Seeding. Any Temporary Seeding shall be included in the cost of Permanent Seeding.

ix. Prior to suspension of construction operations for appreciable lengths of time, the Contractor shall shape the earthwork in a manner that will permit storm runoff with a minimum of erosion. Unless otherwise provided for in the Contract, temporary erosion control measures will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor covered under the various Contract items of work.

2. MAINTENANCE OF EROSION CONTROL MEASURES

- a. Maintain and replace erosion control measures as needed during construction. Erosion Control Measures will be inspected and repaired as needed at least once a week and after every rain event. Inspect to verify that erosion and sedimentation are being controlled by the measures in use. Implement more aggressive measures if and where needed after consultation with Owner's representative.
- b. Maintain erosion control measures until the establishment of permanent, surface stabilization or turf.
- c. Maintain access to the site at planned construction entrances only. Prevent tracking of mud, stone, dirt and debris onto public roadways. Clean roads as necessary, but inspect at least once daily. Street cleaning will not be paid for directly, but shall be included in the cost of various items of the Contract.

3. OFFSITE POLLUTION PREVENTION PLAN

- a. The Contractor shall provide the offsite pollution prevention plan that addresses all of the following areas outside of right-of-ways: Utility relocation areas, Material hauling and transportation routes/roads, Borrow pit, Temporary staging and material stockpile areas, Temporary disposal areas for waste materials.
- b. The offsite pollution prevention plan shall include all applicable maps, drawings and necessary erosion control measures that will be used. **The offsite pollution prevention plan shall be submitted to the Owner and Engineer within 48 hours of receiving notice to proceed.**

4. EROSION CONTROL MATERIAL AND WORKMANSHIP REQUIREMENTS

- a. Silt Fencing – per INDOT Standard Specifications Sec. 205 and Standard Drawing E205-TECP-02.
- b. Temporary Check Dam – INDOT Standard Specifications Sec. 205 and Standard Drawing E205-TECD-01 and E205-TECD-02
- c. Ditch Inlet Protection – Standard Drawing E205-TECI-01, 02 and 03
- d. Temporary Seeding – INDOT Standard Specifications Sec. 621.06
- e. Permanent Seeding – INDOT Standard Specifications Sec. 621.
- f. Riprap, Revetment and Geotextiles - INDOT Standard Specification Sec. 616.
- g. Erosion Control Blankets - INDOT Standard Specifications Sec. 621.

5. DISPOSAL OF EXCESS EXCAVATED SOILS AND OTHER WASTE MATERIALS

- a. Excess excavated material not required or not suitable for backfill, and other waste material, shall be disposed of in accordance with local regulatory requirements.
- b. Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be taken to a site licensed to receive that material.
- c. Concrete Washout: Perform washout of concrete trucks offsite or in designated areas only. Do not wash out concrete trucks into storm drains, open ditches, streets or streams. Do not allow excess concrete to be dumped on site, except in designated areas. For on-site washout: locate washout area at least fifty (50) feet from storm drains, open ditches or bodies of water; do not allow runoff from this area by constructing a temporary berm or holding area large enough for liquid and solid waste; wash out wastes into the designated area where the concrete can set and be broken up and then disposed of properly.

6. PROTECTION OF AIR QUALITY

- a. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use.
- b. Do not burn trash on construction site.
- c. If temporary heating devices are necessary for protection of Work, they shall not cause air pollution.

7. USE OF CHEMICALS

- a. Chemicals used or furnished during construction, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall be approved by U.S. EPA or U.S. Department of Agriculture or other applicable regulatory agency.
- b. Use and disposal of chemicals and residues shall comply with manufacturer's instructions.

8. NOISE CONTROL

- a. Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances.
- b. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.

- c. Equip gasoline or oil-operated equipment with mufflers on intake and exhaust lines.
 - d. Line storage bins and hoppers with material that will deaden sounds.
 - e. Conduct dumping and carrying rock in trucks so to cause minimum noise and dust.
 - f. Route vehicles carrying rock, concrete or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 7:00 p.m. and 8:00 a.m. unless approved by OWNER.
9. DUST CONTROL
- a. Due to close geographic location of project to other off-site facilities take special care in maintaining temporary haul routes, OWNER'S existing roads, and public roads used during construction in clean, dust free condition.
 - b. Comply with local environmental regulations for dust control. If CONTRACTOR'S dust control measures are considered inadequate by OWNER, OWNER may require CONTRACTOR to take additional dust control measures.
10. LEAKS AND SPILLS OF FUELS AND LUBRICANTS
- a. Spill Response: In the event of a spill, Contractor shall immediately take action to prevent the spread of contaminants. While it is difficult to predict the nature and size of a spill, typical containment methods may include placing a temporary berm, emergency trench or other feature to stop and hold the contaminants until appropriate cleanup can occur.
 - b. Absorbent pads and excavation of contaminated soils to a licensed waste facility are typical measures needed. Perform any cleanup, including those measures directed by jurisdictional agencies, at no cost to the Owner.
 - c. Contactor will Contact the following agencies as part of the reporting requirements and shall respond and implement any further instructions from these agencies:
 - d. In the event of real or perceived hazard to health or safety, contact immediately: City of Bloomington - Emergency Services 911
Also contact the following within 2 hours:
City of Bloomington – Department of Public Works, MS4 812-349-3410
Indiana Department of Environmental Management 888-233-7745
Indiana Department of Natural Resources - Division of Water 317-232-4160
Monroe County Soil & Water Conservation District – 812-349-2046
 - e. Inspect onsite vehicles and equipment daily at the startup for leaks, and repair immediately. Report spills or leaks from fueling equipment or construction

equipment to OWNER and cleanup as required. OWNER may require CONTRACTOR to remove damaged or leaking equipment from Project site.

- f. Comply with local, state and federal regulations concerning transportation and storage of fuels and lubricants. Properly dispose of used oils, fluids, lubricants and spill cleanup materials. Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- g. Onsite vehicle and equipment fueling should only be used where it is impractical to send vehicles and equipment offsite for fueling. Drip pans and absorbent pads should be used during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated fueling area. Nozzles used in vehicle and equipment fueling should be equipped with an automatic shutoff to control drips. Fueling operations should not be left unattended. Federal, state, and local requirements should be observed for any stationary above ground storage tanks.
- h. Do not conduct equipment repairs and maintenance on the project site, except as required to mobilize or recover the equipment to make it possible to transport it to an off-site repair facility. If maintenance must occur on site, the area where repairs are to be made must be located away from drainage courses. Drip pans and/or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- i. If any soils are contaminated with fluids during the construction operation, use absorbent pads or other approved method to remove as much of the material as possible, then remove the soil itself. Transport and dispose of such materials by an approved method and dispose of at a facility licensed to receive such materials.

END OF SPECIAL PROVISION

SECTION 01700
PROJECT CLOSEOUT AND RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Maintain at site one record copy of:

1. Drawings.
2. Project Manual.
3. Addenda.
4. Change orders and other modifications to Contract.
5. ENGINEER or OWNER field orders, written instructions, or clarifications.
6. Approved submittals.
7. Field test records.
8. Construction photographs.
9. Associated permits.

1.02 SUBMITTALS

- A. At Substantial Completion, CONTRACTOR shall provided one marked up set of record documents to the OWNER.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store record documents and samples in CONTRACTOR'S office apart from documents used for construction.
1. Provide files and racks for storage of documents.
 2. Provide secure storage space for storage of samples.
- B. Maintain documents in clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available for inspection by ENGINEER or OWNER.
- D. Failure to properly maintain record documents may be reason to delay a portion of progress payments until records comply with Contract Documents.

3.02 RECORD DOCUMENTS

- A. Label each document "PROJECT RECORD" in neat, large printed letters.
- B. Annotate a record set of Drawings and Specifications to show all changes made during construction. Graphically depict changes by modifying or adding to each plan sheet(s) affected by changes.
- C. Record information concurrently with construction progress.
 - 1. Do not conceal Work until required information is recorded.
 - 2. Record changes made by Written Amendment, Field Order, or Change Order.
- D. Drawings and Specifications:
 - 1. Drawings:
 - a. Mark Drawings with horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - c. Field changes.
 - d. Details not on original Drawings.
 - e. Size of equipment and location including connections.
 - 2. Specifications:
 - a. Mark Specification sections to show substantial variations in actual Work performed. Give particular attention to substitutions, selection among options and similar information for work that is concealed or cannot otherwise be readily discerned later by direct observation.
 - b. Note related record drawing information and Product Data.

* * * END OF SECTION * * *

SECTION 02200
SITE PREPARATION

PART 1 – GENERAL

1.01 SUMMARY

Section includes clearing and grubbing of site, stripping topsoil, and removal of miscellaneous surface features.

Contractor shall remove various features from the project area as noted in the plans or as required to complete work noted in the plans.

PART 2 – PRODUCTS

2.01 FENCE

- A. In areas of open excavations and where shown on plans, install a 4' minimum height industry standard plastic construction fence.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Provide notice to owners of utilities minimum 3 working days before starting work. Contact Indiana Underground and other utility locators as required by local law.
- B. Protect existing utilities and surface features indicated to remain. Restore damaged existing utilities and surface features to a condition equal to that prior to construction.
- C. Protect trees, shrubs, and other plants where indicated to remain. Provide fencing no closer than the "dripline" of the trees and shrubs and of sufficient height so features will not be damaged. Maintain protection and allow no access into the dripline area. The dripline requirement may be overridden where a closer limit is shown on the plans.
- D. Do not remove, cut down or trim trees unless indicated on Drawings. Prevent puddling of water around trees and shrubs. Protect dumping of refuse or storage or handling of chemicals near trees.
- E. Prevent dust becoming a nuisance to the public, and to neighbors.
- F. Discourage unauthorized access to the site by the public by erecting and maintaining industry standard fencing. Use fencing, cones and other accepted devices to mark off and warn the public of excavations and other hazards.

3.02 REMOVALS

- A. Remove obstructions such as mounds of dirt, stone or debris in construction limits.

- B. Remove surface features including pavements, curb and gutter, signs, posts, fences, trees, shrubs, landscaping features, and other items as indicated on the drawings.
- C. Conform to requirements of Section 202 of the INDOT Standard Specifications.

3.03 CLEARING AND GRUBBING

- A. Clearing and grubbing shall include cutting and disposal of trees, brush, logs, and other vegetation, and removal and disposal of roots, stumps, stubs, logs and other timber, and other perishable or objectionable matter.
- B. Clear and grub area within limits to be covered with pavements and where grade is to be adjusted.
- C. Grub stumps and roots to a depth of at least 12 in. below the existing ground surface or subgrade, whichever is lower.
- D. Cut interfering tree roots and branches 1 in. or greater in diameter perpendicular to direction of growth on tree side of trench.
- E. Fill depressions caused by clearing and grubbing with satisfactory soil material, unless further excavation is planned.

3.04 STRIPPING TOPSOIL

- A. After the area has been cleared of vegetation, strip the existing topsoil to entire depth in areas where grade is to be adjusted and areas to be covered by structures or paving.
- B. Stripped topsoil shall be free of clay lumps, sand, gravel, vegetation, and debris. **In-situ topsoil intended for reuse shall be tested in accordance with Section 02900.**
- C. Stockpile on site in area clear of new construction and free of vegetation and debris. Store off-site if site does not provide adequate storage space.
- D. Maintain the stockpile in a manner which will not obstruct the flow of drainage.
 - 1. Protect from erosion.
 - 2. Maintain stockpile free from debris and trash.
 - 3. Construct piles to freely drain surface water.
 - 4. Cover piles if necessary to prevent wind-borne dust.
- E. OWNER has first right to excess topsoil not used in Work. Obtain OWNER'S approval before removing any topsoil not required for the work.

3.05 DEMOLITION OF MISCELLANEOUS FEATURES

- A. Demolition includes cutting and breaking out existing concrete and masonry, and removal of equipment, piping, pavement, utilities, structures, and surface features in direct conflict with Work or required to be demolished as shown on Drawings.
- B. Protect utilities, structures, surface features, and facilities which are to remain in-place.

3.05 RESTORATION

- A. Restore areas as shown on the plans, incorporating any changes to the areas as shown.
- B. Restore existing utilities, surface features, landscaping, and structures to a condition equal to or better than that which existed prior to construction in those areas where no new work or features are shown on the plans or where an area outside the construction limits has been damaged or disturbed by the Contractor's activities.

3.06 DISPOSAL

- A. Remove brush, grass, roots, trash, and other material from site. Do not store or permit debris to accumulate on the job site.
- B. Dispose of materials removed by in accordance with applicable regulations.

*** * * END OF SECTION * * ***

SECTION 02300
EXCAVATION, TRENCHING, BACKFILL & GRADING

PART 1 – GENERAL

1.01 SUMMARY

- A. Section describes requirement for excavation, filling, and rough and finish grading of the site to the elevations shown on the Drawings and as needed to meet the requirements of the Contract Documents.
- B. Section describes the requirements for excavation and backfilling for structures.

1.02 DEFINITIONS

- A. Influence Zone Under Footings, Foundations, Pavements, or Sidewalks: Area below foundation or pavement or sidewalk subbase bounded by 1 horizontal to 2 vertical slope extending outward from 1-ft beyond outer edge of foundation or pavement or sidewalk subbase.
- B. Influence Zone Under Piping or Electrical Ducts: Area below limits bounded by line 6 in. below pipe or electrical duct and by 1 horizontal to 2 vertical slope extending outward from that line 1-ft beyond outer edge of pipe or duct.
- C. Unsuitable Material: Topsoil, peat, organic soils, and materials containing slag, cinders, foundry sand, debris, and rubble or soil with less than required bearing capacity as determined by ENGINEER.

1.03 SUBMITTALS

- A. Compaction Test Results with certification that results meet Specifications.
- B. One gradation (sieve) analysis for each source of Engineered Fill, Free-Draining Fill, and B-Borrow for Structural Backfill with CONTRACTOR's certification that materials meet specifications..

1.04 QUALITY ASSURANCE

- A. Testing shall be by an independent testing laboratory approved by the OWNER in accordance with INDOT Standard Specifications, this section, and Section 01400.

1.05 UTILITY PROTECTION

- A. Notify owners of above or below ground utilities encountered during excavation, trenching or grading operations.
- B. Cap and remove or relocate services in accordance with instructions of owners of such utilities.

- C. Protect, support, and maintain conduits, wires, pipes or other utilities that are to remain in accordance with requirements of owners of such utilities.

PART 2 – PRODUCTS

2.01 FILL MATERIALS

A. Engineered Fill:

- 1. **Materials meeting the requirements of INDOT Standard Coarse Aggregates No. 2, or No. 53 shall be considered to satisfy this specification.**

B. Free-Draining Fill:

- 1. **Material meeting requirements for Aggregate for Underdrains in the Standard Specifications will be an acceptable substitute for this material.**

C. Flowable Fill: Conform to requirements of Section 213 and related materials specifications in the INDOT Standard Specifications.

D. Pipe Bedding: crushed aggregate meeting requirements for No. 11s or 12s in the Standard Specifications.

E. Earth Fill: Natural soils free of topsoil, wood, peat, cinders, organic and deleterious matter or other rubbish. Acceptable materials include silt, silty clays and clays, including organic clays and silts of medium to high plasticity and liquid limits. Soil types MH, ML, CH and CL are included in this class.

F. For areas 5 feet outside of influence zones as defined above, backfill may include the use of earth fill (to the extent shown on the drawings).

2.02 TOPSOIL

A. Per Section 02900.

2.03 PIPE BEDDING MATERIALS

A. Subgrade stabilization aggregate, if required, shall be INDOT No. 53 or No. 2 crushed stone.

B. Pipe bedding material shall be No 11 or No. 12 Crushed Stone per the plans.

C. Bedding for manholes shall be INDOT No. 2 crushed stone.

2.04 SHEETING, SHORING, AND BRACING

A. Type, design, detail, and installation of sheeting, shoring, and bracing shall be determined by and sole responsibility of CONTRACTOR.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work such as areas loosened by frost or softened by flooding or weather, or existence of unsuitable material. Do not proceed until unsatisfactory conditions are corrected.
- B. Proof-roll with a medium-weight roller and examine surfaces to receive fill and subgrades within influence zone to determine existence of soft areas, areas loosened by frost action or softened by flooding, groundwater or weather or existence of unsuitable materials.

3.02 PREPARATION

- A. Notify utilities, corporations, companies, individuals, or authorities owning above or below ground conduits, wires, pipes or other utilities running to property or encountered during excavating operations. It will be the utility's responsibility to move conflicting utilities unless otherwise indicated by the ENGINEER.
- B. Fill settled areas where excavations or trenches were backfilled and holes made by demolition, tree removal, and site preparation.
- C. Proof roll areas to receive fill material to detect soft or loose zones prior to placing fill. Remove and replace soft or loose zones.
- D. Natural soils or fill softened by frost, flooding or weather shall be removed and replaced.
- E. Remove unsuitable material within influence zone under footings, foundations, pavements, sidewalks, piping or electrical ducts. Remove frozen soils within influence zone. Replace with well-compacted Engineered Fill.
- F. Keep construction site free draining.
- G. Plow, step, or bench slopes steeper than 1v:4h. Disc level surfaces.

3.03 SHEETING, SHORING, AND BRACING

- A. Whenever necessary to prevent caving during excavation and to protect adjacent piping, structures, property, workers, and the public, and where specifically noted herein; excavations shall be sheeted, shored, and braced.
- B. When sheeting, shoring, and bracing is required, install to prevent soil from entering excavation below or through sheeting.
- C. Keep sheeting, shoring, and bracing in place until structure is placed, tested, and backfilled.
- D. Remove sheeting, shoring, and bracing in manner not damaging to structure or permitting voids within backfill. Fill voids with sand or approved material.
- E. Fill settled areas after sheeting, shoring, and bracing has been removed.

3.04 ROCK EXCAVATION

- A. Rock excavation shall be in accordance with Section 203.03 of the Standard Specifications.
- B. Blasting or other use of explosives is NOT allowed.

3.05 DEWATERING

- A. CONTRACTOR shall dewater excavation site prior to trenching or excavation and shall maintain groundwater min. 12 in. below bottom of trench or excavation.
- B. CONTRACTOR is responsible for choosing method of groundwater control.
- C. If CONTRACTOR chooses to use deep wells or well points, wells and well points shall be designed, installed, and operated to prevent removal of in-situ materials.
- D. Keep construction site free-draining. Keep excavations free of water.
- E. Remove soil disturbed by pressure or flow of groundwater.
- F. Maintain dewatering system to prevent uplifting of or damage to structures.
- G. Protect adjacent utilities, structures, and properties from damage resulting from dewatering operations.
- H. Drill, maintain, and abandon dewatering wells in accordance with federal, state, and local ordinances.

3.06 EXCAVATION

- A. Perform excavation to the lines, grades, and elevations indicated and specified herein.
Contractor shall inform the OWNER immediately in the event that soils are suspected to be contaminated by any foreign or potentially hazardous substance.
- B. Method of excavation shall be consistent with soil types encountered and result in undisturbed subgrade. Loosened soils shall be recompacted or removed and replaced.
- C. Excavation of Rock:
 - 1. Where rock, boulders, or similar material is encountered, and cannot be removed or excavated by conventional earth moving or ripping equipment, remove or excavate such material by means which will not endanger buildings or structures on or off the site, and only after consultation and approval by OWNER.
 - 2. Do not use explosives.
- D. Cut ditches and gutters accurately to the cross sections, grades, and elevations shown.
- E. Protect excavated areas from freezing.
- F. Trench Tolerances:

1. Maximum width of trench at top of pipe shall be outside diameter of pipe plus 24 in. When sheeting, shoring, and bracing required, width of trench may be increased, provided provisions for excess trench width are met.
 2. Where trench width below top of pipe exceeds specified limit, CONTRACTOR shall furnish pipe with strength adequate for actual trench width.
 3. Minimum trench width shall be outside diameter of pipe plus 18 in.
 4. Top of concrete encasement for electrical duct or top of conduit shall be minimum of 24-in. below final grade or as shown on Drawings.
- G. Do not excavate within influence zone of existing footings or foundations without prior approval of ENGINEER.
- H. Excavation through Rigid Pavement:
1. Remove pavement min 1 ft beyond anticipated edge of excavation.
 2. Saw cut pavement to ensure straight joint.
 3. Pavement replacement shall match existing.

3.07 FILL USAGE

- A. Engineered: Within influence zone under foundations, pavements, sidewalks, piping or electrical ducts.
- B. Earth: Other areas not previously specified.
- C. Bedding Material:
1. Bedding material shall be placed over the entire width of the trench bottom such that after the pipe has been placed thereon, imbedded to grade and aligned, there remains a 4 inch minimum depth of material below the pipe barrel and a minimum of 4 inches below the bell.
 2. Excavate bell holes so that the entire pipe barrel rests on the bedding.
- D. Cover Material shall be placed to the limits shown on the drawings.
- E. Within pipe trenches under pavements and sidewalks and within piping or electrical duct influence zone, Concrete Class A shall be used.
- F. Free-Draining: Where noted in Drawings. (NOT APPLICABLE)

3.08 PLACING FILL

- A. Notify ENGINEER before placing fill material.
- B. Do not use frozen material or place fill on frozen subgrade.
- C. Do not operate power-operated earth moving equipment closer to foundation walls or other structures than distance equal to ½ height of fill above footing.

- D. Do not backfill until concrete is properly cured and has reached design strength, coatings approved, and required tests accepted.
- E. Place fill against foundation walls enclosing interior spaces after construction such as cross-walls, beams, or slabs are in-place to brace wall and such construction has reached its design strength.
- F. Place fill simultaneously on both sides of free standing structures.
- G. Where pipes or electrical ducts cross, protect piping or ducts at higher elevation by backfilling within influence zone of higher pipe or duct with INDOT B-Borrow.
- H. Where pipes or ducts leave structures, protect by backfilling within influence zone of pipe or duct with INDOT B-Borrow.
- I. Stop backfill at specified grade to allow for placing topsoil or sidewalk or pavement subbase.
- J. Place and compact fill, bedding and cover materials in lift thickness and to densities listed.
Degree of compaction: ASTM D1557, Modified Proctor.
 - 1. Moisture Content: Within 3% of optimum.

Location	Maximum Lift Thickness (in.)	Modified Proctor (%)
Footing, or Foundation Slab Influence Zone	8	96 min
Floor Slab Influence Zone	8	90 min
Sidewalk, Pavement, Piping, or Electrical Duct Influence Zone	8	95 min
Lawn and Landscaped Areas	12	80 min, 90 max

- K. Free-draining fill below tanks and foundations shall be compacted in max 8-in. lifts with min 10-ton smooth vibratory roller. Make a min of 3 passes in each direction. In areas not accessible to roller, compact with equipment acceptable to ENGINEER.
- L. Compaction of ANY fill by flooding is not acceptable.

3.09 ROUGH GRADING

- A. Grade to 4 in. below finished grade in areas to receive topsoil. Cultivate subgrade to depth of 6" where topsoil is to be placed
- B. Grade to bottom of base course in areas to receive sidewalk or paving.
- C. Rough grading, including excavated or filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.

3.10 FINISH GRADING

- A. Owner or Engineer must approve subgrade prior to the placement of topsoil.
- B. Uniformly grade the areas within limits of grading, including adjacent transition areas, with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
- C. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8 ft, unless adjacent construction will not permit such a transition, or if such a transition would not drain properly.
- D. Grade areas adjacent to buildings or structures to achieve drainage away from the structures, and to prevent ponding.
- E. Maximum allowable variation from design elevation is 1 in. in 10 ft.
- F. Use topsoil in relatively dry state. Place during dry weather.
- G. Fine grade the topsoil, eliminating rough or low areas to ensure positive drainage. Maintain levels, profiles and contours of the subgrade.
- H. Remove stone, roots, grass, weeds, debris and other foreign material while spreading. **All stones over ¾" diameter shall be raked out and removed.**
- I. Manually spread topsoil around trees to prevent damage to root systems. Lightly compact the placed topsoil.

3.11 DISPOSAL OF EXCESS MATERIALS

- A. **OWNER has first right to excess material suitable for backfilling or site grading, not used in Work. Deliver to site as determined by OWNER.**
- B. Remove surplus aggregate, fill and topsoil from site. Dispose of at a location licensed to receive such materials as arranged by CONTRACTOR, in accordance with all applicable federal, state, and local regulations.

3.12 MAINTENANCE

- A. Protection of Newly Graded Areas:
 - 1. Protect newly graded areas from traffic and erosion, keep free of trash and weeds.
 - 2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

* * * END OF SECTION * * *

SECTION 02600
STORM AND SANITARY SEWER SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide storm and sanitary sewer system components including inlets, catch basins, manholes, and piping where shown on the Drawings, and as specified herein.
- B. Comply with material and inspection testing requirements as listed in the City of Bloomington Utilities Construction Specifications

1.02 DEFINITIONS

- A. Standard Specifications: INDOT Standard Specifications
- B. Construction Specifications: "City of Bloomington Utilities Construction Specifications for Wastewater, Water and Storm Projects", current edition.

1.03 SUBMITTALS

- A. For pipes, precast manholes, inlets, catch basins; frames and grates:
 - 1. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 2. Manufacturer's recommended installation procedures.
 - 3. Provide certification reports attesting that the materials supplied meet the referenced specifications.
 - 4. Shop Drawings for Concrete manholes showing all components to be installed.
 - 5. Inspection reports or televising results as applicable.
- B. As-Built:
 - 1. **Provide as-built data for all piping as installed. Note inverts, locations of structures, and routes of piping and structures if different than shown. Provide as required in Section 01700.**

1.04 QUALITY ASSURANCE

- A. Provide inspection of all storm piping, in the form of either inspection by lamping, televising , or visual inspection depending on pipe size in accordance with City Stormwater Standards.

PART 2 - PRODUCTS

2.01 PIPING, MANHOLES, INLETS, CATCH BASINS, FRAMES, GRATES

- A. All materials shall be in accordance with INDOT Standard Specifications

- C. Storm manholes, catch basins, and inlets are called out on the plans using INDOT Standard nomenclature, where standard-sized structures may be used.
- D. Manhole covers shall have the words "STORM SEWER" cast in recessed letters two(2) inches in height.
- E. Inlets shall be marked on top with "DO NOT DUMP – DRAINS TO RIVER" or similar as approved by CBU.

PART 3 - EXECUTION

3.01 TESTING AND INSPECTING

- A. Do not allow or cause any of the work of this Section to be covered up or enclosed until after it has been inspected.
- B. Contractor shall correct any noted deficiencies until the City Utilities has granted approval of the work, and has accepted the storm sewerage system into its inventory, if applicable.
- C. **Provide testing of sanitary sewer and manholes in accordance with City of Bloomington Utilities' Construction Specifications.**
- D. **Notify CBU Inspector a minimum of 24 hours in advance of any storm or sanitary sewer installations.**

* * * END OF SECTION * * *

SECTION 02700
CONCRETE CURBS, GUTTERS, SIDEWALKS AND RAMPS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section describes requirements for cast-in-place concrete curbs, curb and gutter, curb turnouts, sidewalks, curb ramps and related miscellaneous concrete. **Section also lists the requirements for Detectable Warning Plates that are to be installed in curb ramps.**

1.02 DEFINITIONS

INDOT Specs: Indiana Department of Transportation Standard Specifications, current edition.

1.03 QUALITY ASSURANCE

- A. Concrete testing shall be as specified in Section 01400.

PART 2 - PRODUCTS

2.01 FORMS

- A. Forms shall conform to the requirements of Sections 604.03(b) and 605.04(b) of the Standards Specifications.

2.02 REINFORCEMENT

- A. For curbs: Not applicable.
- B. For sidewalks and ramps: Reinforcing shall be polypropylene fibers from Fiber Mesh, Inc., or equal Section 910.01 of the INDOT Specs.
- C. Welded wire fabric shall not be used.

2.03 CONCRETE

- A. Concrete: Portland Cement Concrete shall be Class "A" concrete, conforming to Section 702 of the INDOT Specs and the requirements of this section. Provide concrete with the compressive strength of at least 4000 psi (tested in accordance with ASTM C 39 for 28 day compressive strength) unless noted otherwise.
- B. Curbs and gutters shall be in accordance with the cross-section shown on the plans.
- C. Unless otherwise shown on the Drawings, sidewalks and curb ramps shall be a minimum of 4 inches thick, except at driveway crossings, where sidewalks shall be a minimum of 6 inches thick.

2.04 BASE MATERIAL

- A. Base Material: Base material shall conform to Section 904.02 of the INDOT Specs for #53 Crushed Stone.

2.05 OTHER MATERIALS

A. Curing Compounds:

- 1. Curing materials and methods shall meet the requirements of Section 912 of the INDOT Specs.

B. Preformed Expansion Joint Material:

- 1. Shall meet the requirements of ASTM D 1751.
- 2. Shall be 1/2" thick and premolded.
- 3. Shall be in accordance with the cross-section of the curb and gutter, or sidewalks on the plans.

C. Joint Sealant:

Self-leveling polyurethane sealant: Sonneborn's "Sonelastic SLI" ASTM C-920, Type S, Grade P, Class 25, Limestone color, or equal.

D. Detectable Warning Plates shall be cast iron.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Existing curb or sidewalk which is to remain in place is to be sawcut at a joint nearest the construction limits prior to any adjacent removals.
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 BASE COURSE

- A. Prepare in accordance with Standard Specifications.

3.03. MIXING CONCRETE

- A. Preparation and mixing of concrete shall be in accordance with Sections 702 for Class A concrete of the INDOT Specs.

3.04 PLACING CONCRETE

- A. Placing of concrete shall be in accordance with Sections 604.03 and 605.04 of the Standard Specifications.

3.05 CONSOLIDATION

- A. Consolidation and vibration of concrete shall be in accordance with Section 702.20 (b) of the Standard Specifications.

3.06 CONCRETE FINISHING

- A. Finishing of concrete curbs (or curbs and gutters) shall be in accordance with Section 702.21 of the Standard Specifications.
- B. Install Detectable Warning Plates in the concrete prior to finishing per manufacturer's specifications.

3.07 PROTECTION FROM FREEZING

- A. Concrete placed when the atmospheric temperature is 35°F, or is expected to drop below 35°F during the curing period, shall conform to the provisions of Section 702.11 of the INDOT Specs.

3.08 REMEDIAL WORK

- A. Repair or replace deficient work as directed by the ENGINEER and at no additional cost to the OWNER.

*** * * END OF SECTION * * ***

SECTION 02900
LANDSCAPING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Preparing ground surface.
2. Mulched Seeding
3. Sodding
4. Fertilizer
5. Mulch
6. Maintenance

B. **All areas not paved are to be mulch-seeded or sodded as noted on plans, unless noted otherwise.**

1.02 SUBMITTALS

- A. Test Results: Topsoil test results including fertilizer and lime requirements for each source of topsoil.
- B. Product Data:
1. Seed: Product tag or manufacturer specification providing complete composition breakdown.
 3. Fertilizer: Product tag or manufacturer specification providing complete composition.
 4. Mulch: Manufacturer sheet providing complete composition of mulch.
 5. Mulch binder: Product specification and written application instructions.

1.03 QUALITY ASSURANCE

- A. Seed: Conform to U.S. Department of Agriculture Rules and Regulations under Federal Seed Act and requirements of state seed laws.
- B. CONTRACTOR shall engage certified soils testing laboratory to perform a soils evaluation of existing and/or imported topsoil to determine fertilizer and lime requirements. Provide a minimum of 1 composite soil sample, consisting of 3 test borings, for every 5 acres to be seeded or sodded.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Provide seed mixture in sealed containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- B. Deliver fertilizer to site in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.05 WARRANTY

- A. Warranty lawn areas for period of 1 yr after acceptance of seeding and sodding to be alive and in satisfactory growth at end of warranty period.
- B. For purpose of establishing acceptable standard, scattered bare spots, none larger than 1 sq ft, will be allowed up to a max of 3% of lawn area.

PART 2 – PRODUCTS

2.01 TOPSOIL

- A. Obtain topsoil from in-situ source, or provide imported topsoil obtained from sources outside the project limits, or from both sources. Stockpiled topsoil shall be screened to meet specified requirements.
- B. Contractor shall engage a certified testing laboratory to test all stockpiled or imported topsoil to ensure it meets above requirements. Also have laboratory determine fertilizer and lime requirements.
- C. Topsoil for lawn areas: Friable loam with minimal amounts of clay and free of subsoil, roots, grass, weeds, stones, debris and foreign matter, a pH range of 5.9 to 7.0 and containing a minimum of 6% and a maximum of 25% organic matter.

2.02 SEED

- A. Seed Mixes: Fresh, recleaned, new crop seed in specified varieties and proportions indicated on the plans.

2.03 SOD

- A. Not used

2.04 FERTILIZER

- A. Commercial balanced, uniform in composition, free flowing, conforming to state and federal laws.
- B. Contain percentage by weight as follows, or as modified by topsoil test recommendations.
 - 1. Prior to seeding or sodding: 6-24-24.
 - 2. After seeding or sodding: 18-5-9.
- C. 50% of elements shall be derived from organic sources.

2.05 LIME

- A. Ground Limestone containing not less than 85% of total carbonates and ground so that 50% will pass through a 100-mesh sieve and 90% through a 20-mesh sieve.

2.06 ACCESSORIES

- A. Mulch: Dry oat or wheat straw or wood cellulose fiber free of weeds and foreign matter detrimental to plant life. Hay or chopped corn stalks are not acceptable.
- B. Water: Furnished by CONTRACTOR. Provide pumps, tankage, hose, piping, and attachments as required to bring water to point of use.
- C. Erosion Control Blanket: Open weave jute matting or synthetic netting interwoven with wood excelsior fiber.
 - 1. Roll type, consistent thickness with even fiber distribution over entire area.
 - 2. Approximately 1 in. sq mesh, nominal weight 1 lb/sq yd.
- D. Hydro Binder for mulch on mulched-seeding: Commercially produced, mulch binder in accordance with all applicable State and Federal regulations.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 PLANTING SEASONS

- A. Spring Planting Season: From time soil can be satisfactorily worked until following dates.
Seed: April 15 to May 30.
- B. Fall Planting Season:

Seed: August 15 to September 30, or as deemed acceptable in advance by Owner.
- C. Perform planting of seed only when weather conditions and soil conditions are acceptable.
- D. Planting season limits may be changed when approved by ENGINEER.

3.03 PREPARATION

- A. Finish grading will be performed under Section 02300.
- B. Do not plant seed until trees, shrubs, and other landscaping completed.
- C. Scarify existing topsoil where grade is not being raised, or where topsoil is over compacted, to depth of 2 in.
- D. For topsoil with high acidity, add lime as recommended in topsoil test report.
- E. Grade, rake, and roll with roller weighing not more than 100 lbs/ft or less than 25 lbs/ft.

F. Maximum variation from correct elevation is 1/2 in. in 10 ft.

G. **Owner must approve final grading prior to commencement of seeding operations.**

3.04 FERTILIZING

A. Before seeding, apply fertilizer at uniform rate. Make 2 passes at right angles. Incorporate fertilizer into soil to depth of at least 2 inches by discing, harrowing, or other approved method.

B. After completion of required interim mowings, apply fertilizer. Make 2 passes at right angles.

C. Adjust rate of application and type of fertilizer as recommended in topsoil test report.

D. Lightly water to aid dissipation of fertilizer.

3.05 SEEDING

A. Apply seed at a total rate of not less than 8 lbs/1000 sq ft. Make 2 passes at right angles.

B. Seeding method shall establish smooth, uniform turf.

C. Cover seed with 1/8 in. of soil by light raking.

D. Do not seed following rain, if soil has been compacted by rain, or if ground is too dry.

E. Do not seed when wind velocity exceeds 6 mph.

F. Do not seed areas in excess of that which can be mulched on same day.

G. Immediately after seeding, apply mulch to flat areas and erosion control blanket to slopes.

H. Place mulch loose to allow some sunlight to penetrate and air to circulate, but thick enough to shade ground, conserve soil moisture, and prevent erosion.

I. In all areas not receiving blankets, apply hydro binder material to mulch in accordance with manufacturer's specifications.

J. Butt ends and edges of erosion control blanket snugly and staple to ground surface with 6 in. staples.

K. Apply water with fine spray immediately after area has been mulched or application of erosion control blanket. Leave area thoroughly soaked at close of each working day.

3.06 LAYING SOD

A. Not used

3.07 PROTECTION

- A. Protect turf areas by erecting temporary fences, barriers, signs, and similar protection as necessary to prevent trampling until acceptance by OWNER.
- B. Replace, repair, restake, or replant damaged seeding or sod.
- C. Protect slopes and embankments against erosion until Work is accepted. Repair eroded areas by refilling, resodding, reseeding, and remulching as required.

3.08 FIELD QUALITY CONTROL

- A. Acceptance:
 - 1. Notify ENGINEER when lawn areas are ready for final inspection.
 - 2. Substantial completion will be granted upon conformance with the following;
 - a. Turf reasonable free from weeds, diseases or other visible imperfections.
 - b. Turf displays uniform color, quality and coverage.
 - c. Min 3 mowings performed.
 - d. Fertilizer application performed after mowing.
 - 3. Until acceptance by OWNER, CONTRACTOR will be responsible for maintenance.

3.09 MAINTENANCE

- A. Maintain pedestrian barriers to protect newly seeded or sodded areas from traffic. Maintenance shall begin immediately following installation of each portion of lawn. Continue until acceptance.
- B. Reapply mulch and hydro binder to mulch if it becomes dislodged prior to adequate growth.
- C. Maintain lawns by watering, mowing, and repairing or replanting as may be necessary to produce uniform stand of grass until Work accepted.
- D. Perform first mowing when average height of grass reaches 3 in. Perform interim mowings, 2 minimum, as needed to maintain grass height at 2 to 2-1/2 in. Do not remove more than 1/3 of leaf blade by mowing.
- E. After completion of required interim mowings, apply 18-5-9 fertilizer as specified herein.
- F. Control weed growth. Apply herbicide in accordance with manufacturer's instructions.

* * * END OF SECTION * * *



STAFF REPORT

Agenda Item: B-5
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: May 20, 2021
SUBJECT: CASCADES TRAIL PHASE 5 AND STREAMBANK STABILIZATION
CONSTRUCTION INSPECTION

Recommendation

Staff recommends approval of a contract with Rundell Ernstberger Associates, Inc. (REA) to provide construction inspection services for the Cascades Trail Phase 5 and Streambank Stabilization Project in an amount not to exceed \$52,200.

Funding source: Bicentennial Bond – Cascades.

Background

This contract is for REA to provide construction inspection services on the Cascades Trail Phase 5 and Streambank Stabilization Project. Construction inspection was not included in the scope of work with Eagle Ridge Civil Engineering when the design contract for this project was approved, and we desire to have a professional inspector on-site for between 10 and 20 hours each week of the project to ensure the work is being done to specifications.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Tim Street". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Tim Street, Operations and Development Division Director

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
RUNDELL ERNSTBERGER ASSOCIATES, INC.
FOR
CASCADES TRAIL PHASE 5 AND STREAMBANK STABILIZATION CONSTRUCTION
INSPECTION**

This Agreement, entered into on this ____ day of ____ 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Rundell Ernstberger Associates, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department is hiring a contractor to complete the Cascades Trail Phase 5 and Streambank Stabilization project and

WHEREAS, the Department requires the services of a professional Contractor in order to perform construction inspection for the duration of the project (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before April 30, 2022 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 Tim Street 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 expeditiously as is 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 Fifty-two thousand and two hundred dollars (\$52,200). 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. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to 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 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no

reasonable alternative means of performance under the Agreement. Parks shall notify Rundell Ernstberger Associates, Inc. of any such termination and the reasons therefor in writing.

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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

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

Article 11. 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 12. 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 13. 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 14. 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. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department’s required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. 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 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the 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 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. 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 harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. 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 23. 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 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:**Contractor:**

City of Bloomington	Rundell Ernstberger Associates, Inc.
Attn: Tim Street	Attn: Kevin Osburn
401 N. Morton, Suite 250	618 E. Market St.
Bloomington, Indiana 47402	Indianapolis, IN 46202

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

Article 25. Intent to be Bound

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

Article 26. 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 27. 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON**RUNDELL ERNSTBERGER ASSOCIATES**

Philippa M. Guthrie, Corporation Counsel

Kevin Osburn, President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Construction inspection of the Cascades Trail Phase 5 and Streambank Stabilization Project according to the specifications in the proposal below.

**RUNDELL ERNSTBERGER ASSOCIATES**email reaindy@reasite.com internet www.reasite.com

10 May 2021

Mr. Tim Street
Operations and Development Division Director
City of Bloomington Parks & Recreation
Showers Building
401 North Morton, Suite 250
Bloomington, IN 47402

**Re: LOWER CASCADES PARK | Cascades Trail Phase 5 & Streambank Stabilization
Construction Administration Services Proposal**

Dear Tim:

As requested, Rundell Ernstberger Associates (REA) is pleased to submit the following revised proposal for construction inspection services related to the Cascades Trail Phase 5 & Streambank Stabilization project in Lower Cascades Park. We appreciate the opportunity to continue our partnership with Bloomington Parks and Recreation to assist with the oversight of construction for this important project.

Following is an outline of our understanding of the project, the services to be provided, the timeline for completion of services, and our proposed compensation.

PROJECT UNDERSTANDING

Based on our conversations, we have the following understanding of the project:

- 1) Bloomington Parks and Recreation (BPR) has requested assistance from REA with construction administration services for the Cascades Trail Phase 5 & Streambank Stabilization project. Construction documents for the project have been prepared by Eagle Ridge Civil Engineering Services and it is anticipated that bids will be awarded for the project in April.
- 2) Construction duration is expected to be approximately five months, starting in early July. Construction on the streambank, trails, and boardwalk is anticipated to occur over six months with completion at the end of December. Tree plantings will occur in early 2022 with final construction completion expected within nine months of the start of the construction.
- 3) BPR is anticipating a Project Representative from REA to be on site for the duration of construction for a total time not to exceed 420 hours. REA's Project Representative will be expected to work 10-20 hours during each week of active construction to perform the duties listed in the Scope of Services below. It is understood that some weeks may require more hours or less hours depending on weather conditions and construction activities. The Project Representative's schedule will be coordinated with BPR.

618 EAST MARKET STREET INDIANAPOLIS, INDIANA 46202 TE [317] 263.0127 FX [317] 263.2080
LOUISVILLE OFFICE: TE [502] 561.8676 FX [502] 561.9076

- 4) Jud Huber, who most recently managed the construction of Switchyard Park, will serve as REA's Project Representative with assistance as needed from other members of our staff.
- 5) As the project designer, Eagle Ridge will have certain responsibilities during construction, including review and approval of project submittals, contractor requests for information, periodic site visits, assistance in resolving unforeseen issues, and one-year follow-up items. REA's services will be coordinated with those of Eagle Ridge.

SCOPE OF SERVICES

Based on the above understanding of the project, we anticipate the following scope of services will be provided during the construction period:

1. **Pre-Construction Meeting:** REA will attend the preconstruction meeting and assist BPR to review lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the contractor.
2. **Progress Meetings:** REA will attend and assist BPR in facilitating bi-weekly construction progress meetings to review progress of work, construction schedule, and outstanding issues. Based on the anticipated construction timeline, we anticipate a total of ten (10) construction progress meetings.
3. **Evaluations of the Work:** REA will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to BPR known deviations from the Contract Documents and the construction schedule, as well as note any defects and deficiencies observed in the Work.
4. **Certificates for Payment to Contractor:** REA will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to BPR, based on REA's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of REA's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. REA will maintain a record of the Applications and Certificates for Payment.
5. **Changes in the Work:** REA will review and evaluate proposal requests from the Contractor. At BPR's discretion and in coordination with BPR, REA will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change Orders and Construction Change Directives for BPR's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.
6. **Project Completion:** REA will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive as-built drawings, operations and maintenance manuals, written

warranties and related documents required by the Contract Documents from the Contractor and forward to BPR and Eagle Ridge, for the their review and records; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Final inspections shall be conducted with BPR to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor for Work to be completed or corrected. When the Work is found to be substantially complete, REA will inform BPR of the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

REA will forward to BPR any documentation required of the Contractor under the Contract Documents including consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and affidavits, receipts, releases and waivers of liens or bonds indemnifying BPR against liens.

SCHEDULE

We would anticipate completion of the above services over the course of a six-month, 23.5-week timeframe. We assume a construction start around July 6, interim completion around December 17, and final completion in early Spring 2022.

COMPENSATION

Based on the above project understanding and scope of services, we propose a total fee of \$52,200.00 including labor and expenses in accordance with the following:

Total Labor	\$48,700.00
<u>Total Expenses (Mileage)</u>	<u>\$3,500.00</u>
Total Labor + Expenses	\$52,200.00

- Services will be invoiced monthly on an hourly basis plus expenses. Fees will not be exceeded without prior written approval from Bloomington Parks & Recreation.
- A detailed fee and expenses worksheet is attached.
- Additional services requested beyond those specified herein will be billed per our standard hourly rates or on a negotiated fee basis. Such services will be performed only when authorized in writing by Bloomington Parks & Recreation.

Tim, if the terms of this proposal are agreeable to you, your signature below will constitute a satisfactory form of agreement between Rundell Ernstberger Associates, Inc. and Bloomington Parks and Recreation. Please return one (1) signed original to this office. Should you elect to execute a different form of agreement, please attach a copy of this letter as an exhibit.

We appreciate the opportunity to assist Bloomington Parks and Recreation with this important park improvement project. Please contact me if there is any additional information you may need at this time.

Respectfully,



Kevin J. Osburn, PLA, ASLA
President/Managing Principal

Attachment: REA Fee & Expenses Worksheet

Accepted: BLOOMINGTON PARKS AND RECREATION

By: _____

Date: _____

05/10/21

RUNDELL ERNSTBERGER ASSOCIATES

Cascades Trail Phase 5 & Streambank Stabilization | Bloomington, IN

Construction Administration Services Fee Worksheet

Project Timeline/Projected Hours				
Construction Task	Dates	Total Weeks	Hours/ Week	Total Hours
Streambank, trails, and boardwalk	July 6, 2021 - December 17, 2021	23.5	16	376
Tree Plantings/ Project Closeout	March 21, 2022 - April 15, 2022	4	10	40
TOTALS		27.5		416

Project Staffing				
Staff Member	Position	Hours	Hourly Rate	Total Labor
Jud Huber	Construction Inspection Manager	416	\$ 117.00	\$ 48,672.00
TOTALS		416		\$ 48,672.00

Projected Expenses				
Mileage	Miles/Trip (REA Office to Site)	Total Miles	IRS Rate	Total Expense
2 travel days /week/ 10 weeks = 20 trips	110	2,200.00	\$ 0.56	\$ 1,232.00
3 travel days /week/ 12 weeks = 36 trips	110	3,960.00	\$ 0.56	\$ 2,217.60
TOTALS		6,160.00		\$ 3,449.60

Total Labor + Expenses \$ 52,121.60
USE \$ 52,200.00

EXHIBIT B

“Project Schedule”

Inspection work will begin in July 2021 and will continue through the conclusion of tree planting in early 2022, no later than April 30, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Rundell Ernstberger Associates, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**RUNDELL ERNSTBERGER ASSOCIATES**email | reaindy@reasite.com internet | www.reasite.com

10 May 2021

Mr. Tim Street
Operations and Development Division Director
City of Bloomington Parks & Recreation
Showers Building
401 North Morton, Suite 250
Bloomington, IN 47402

**Re: LOWER CASCADES PARK | Cascades Trail Phase 5 & Streambank Stabilization
Construction Administration Services Proposal**

Dear Tim:

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Respectfully,



Kevin J. Osburn, PLA, ASLA
President/Managing Principal

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By: _____

Date: _____

05/10/21

RUNDELL ERNSTBERGER ASSOCIATES

Cascades Trail Phase 5 & Streambank Stabilization | Bloomington, IN

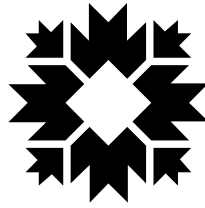
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Total Labor + Expenses \$ 52,121.60
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CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-3
Date: 5-17-2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: May 17, 2021
SUBJECT: POOL OPENING OPERATIONS FOR 2021

Reporting purposes only

Background

Due to the very recent Monroe County recommendations at the time of this report, we will update the board on Thursday with the opening procedures.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports



STAFF REPORT

Agenda Item: C-4
Date: 5/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: May 20, 2021
SUBJECT: LOWER CASCADES PILOT ROAD CONVERSION

Background

In December 2018, The Department contracted the services of Eagle Ridge Civil Engineering to review and update trail planning work that was previously conducted in 2009 for Lower Cascades Park along Old 37 between Miller Showers Park and Club House drive. The areas needs for park, trail and roadway functionality, ADA access, creek-bank stability and other issues had evolved making it necessary for the department to hire a professional consultant to complete the review.

The 2019 summary report (Cascades Trail Phase 5 – South Branch- Old SR 37 Corridor) outlined a range of options. Even with the relatively narrow topography these options included:

- Closure of the road to vehicle use
- Partial restriction of the road to a one-way vehicular facility
- Providing a separate bike/ped pavement in the form a side path

Staff recommended, with Park Board support and Board of Public Works approval, to conduct a pilot road conversion project March 13, 2020 through September 20, 2020. Due to COVID-19 impacts on survey collection and resident feedback, staff requested and Board of Public Works approved the extension of the pilot project through June 30, 2021.

Surveys

An “experience” survey was launch in coordination with the implementation of the pilot project in March 2020. Citizens were encouraged to visit the park and experience the closed section of the road way and provide their feedback. Per citizen feedback who felt the “experience” survey did not capture the “impact” the pilot road closure presented, an “impact” survey was launched when the pilot project was extended to June 30, 2021.

Both survey results to date can be found on the Parks website and following the link below:
<https://bloomington.in.gov/parks/lower-cascades-road>

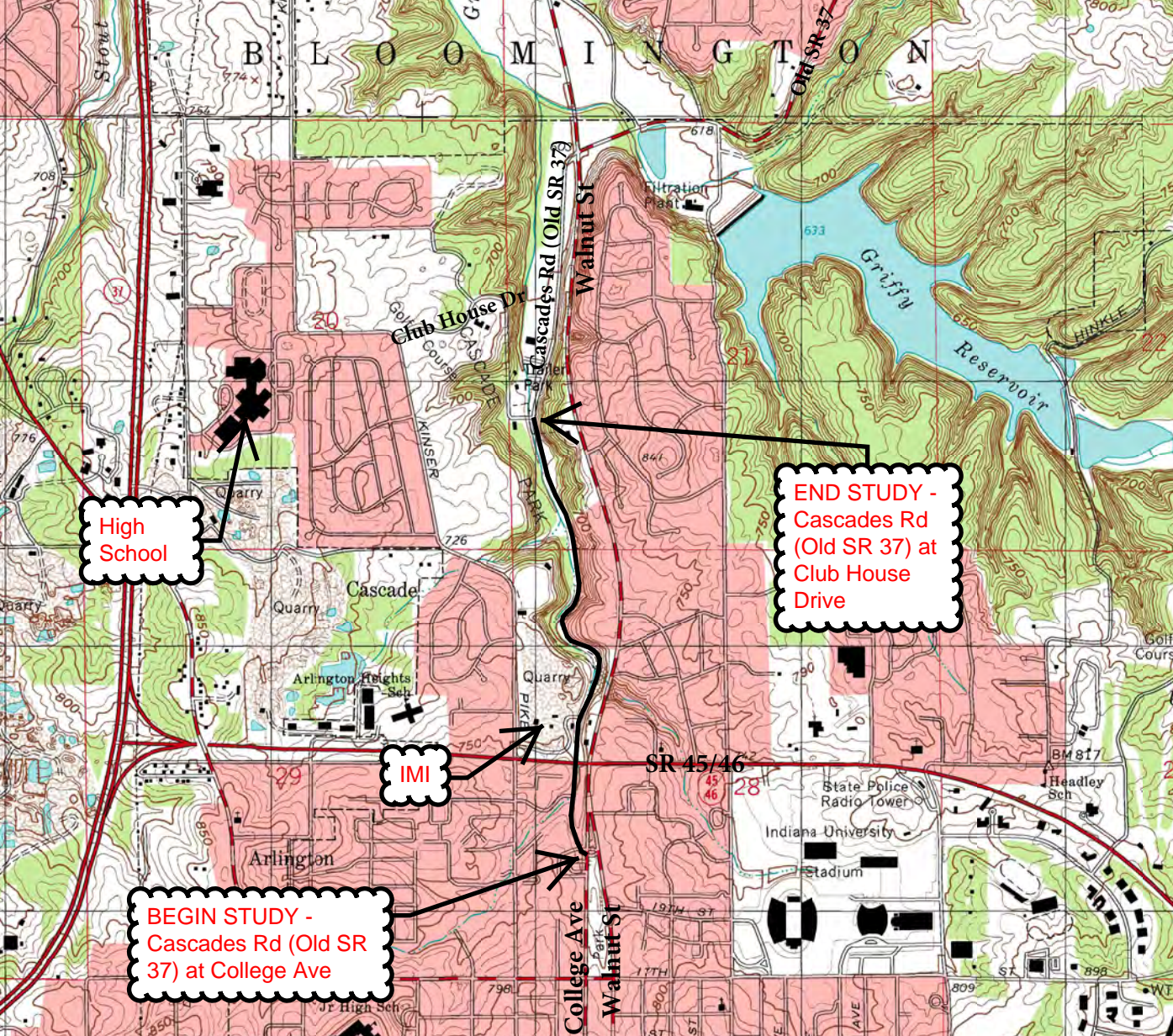
Timeline

Several City departments are represented on the project team including Parks and Recreation, Planning and Transportation, Office of the Mayor, and Public Works. Citizen feedback has been ongoing through surveys, public meetings, emails and calls. Staff will be examining all the information to present a recommendation for the future of the road to the Board of Park Commissioners at the June 22nd meeting with the recommendation for approval to the Board of Public Works also on June 22nd following the Parks Board meeting.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Paula McDevitt". The signature is fluid and cursive, with a long horizontal stroke at the end.

Paula McDevitt, Administrator



High School

IM1

END STUDY -
Cascades Rd
(Old SR 37) at
Club House
Drive

BEGIN STUDY -
Cascades Rd (Old SR
37) at College Ave



STAFF REPORT

Agenda Item: C-4 Date: 5-14-2021

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: May 20, 2021
SUBJECT: ENVIRONMENTAL RESOURCES ADVISORY COUNCIL 2020 ANNUAL REPORT

Background

Each year, a representative from the Environmental Resources Advisory Council (ERAC) presents an annual report to summarize the topics and initiatives discussed by the council. Due to COVID-19, we were unable to present ERAC's 2019 Annual Report, however this resource is available on our City's onboard website. ERAC acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) voting members and one (1) ex-officio member. ERAC continues to meet virtually via Zoom every other month. Anyone wishing to join these meetings can access the meeting details on the public calendar available on the City's website. Joining us to present the 2020 Annual Report, we have ERAC's Co-Chair, Daniel Myers.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift", is written over a horizontal line.

Rebecca Swift, Natural Resources Coordinator



2020 Environmental Resources Advisory Council Annual Report

2020 Initiatives and Topics of Interest

- COVID-19 Impacts
- Interpretive Trail Applications
- Native Plant and Tree Installations
- Griffy Master Plan
- Griffy Lake Nature Preserve Deer Management
- Griffy Lake Loop Trail/ Griffy Accessible Fishing Pier

COVID-19 Impacts on Parks and Recreation

On March 6, the state Department of Health confirmed Indiana's first case of coronavirus (COVID-19), a novel respiratory virus first identified in Wuhan, China, in late 2019. COVID-19 safety precautions were put in place by the direction of the Center for Disease Control (CDC) as well as Indiana State Department of Health (ISDH) and local partners. To respond to the evolving public health situation, face masks, physical distancing, and quarantine requirements were put in place. Additionally, Governor Holcomb declared a state of emergency and ordered numerous actions including stopping all dine-in and bar services, closing all K-12 schools, prohibiting large social gatherings. The 'stay at home' order was in effect from March 25 through May 1. All non-essential businesses were ordered to stay closed or allow employees to work remotely from home. These measures were enforced locally to reduce the prospect of COVID-19 transmission. All large events and public programs offered by the City of Bloomington had to be cancelled. Playgrounds, pools, sports courts, and exercise equipment had to be closed off. Restrooms were locked and water fountains never turned on in the parks.

During the 'stay at home' order and before businesses started to slowly reopen with new restrictions, parks and trails experienced a drastic increase in usage. People sought outdoor recreational opportunities as a way to get out of the house and the reduced hours spent working meant there was more time to spend on leisure activities. Some facilities that were able to open include the Cascades Golf Course and the Griffy Lake Boathouse. Signs were placed around all city properties to remind people to wear face masks, practice good hygiene, and respect six-foot distance of others.

COVID-19 continues to be an ongoing public health threat so the City of Bloomington will continue to promote and enforce safety precautions that help reduce the transmission of the virus.

Interpretive Trail Applications

ERAC members were given updates on two new interpretive trail applications Parks staff are working on. In May, the Department hired a company called OuterSpatial to create a trail map application for mobile phones using city GIS data. This app allows park users to easily locate trails and points of interest for each city park. The public can also utilize self-guided hikes made available on the app to learn more about their local environment. In April, Parks staff began a partnership with Image Matters to develop

an interpretative trail application that would be made available to the public on a website. This application would be accessible to park users who have access to the internet or mobile data plan and would offer various tours throughout the city, including a popular haunted cemetery tour and bird box tour along Clear Creek Trail. ERAC members were asked to participate in the soft launch of both applications to provide feedback and make suggestions for additional tour ideas.

Native Plant and Tree Installations

Parks staff gave regular updates on the installation and management of trees and native plantings in our parks. Planting trees and plugs have been the major focus of the city's restoration efforts along public trails as well as including both in the design plans of Switchyard Park (SYP). ERAC members were presented a field guide and maintenance plan for SYP as well as given updates on tree planting projects at Schmaltz Farm Park. Due to COVID-19 safety guideline, the city was unable to host any volunteer programs to assist with plantings and the removal of invasive. The city's Urban Forester continues to work towards annually planting 600 trees using the information gathered from Davey Resource Group in 2019 with a preference towards native species.

Griffy Master Plan

The original 1984 Master Plan was updated in 2008. Parks staff has decided to update the plan by sections. This year, Parks hired Western EcoSystems Technology, Inc. (WEST) to complete a bird, reptile, and amphibian inventory of Griffy Lake Nature Preserve. The information gathered from this study will be used to update the Griffy Master Plan and ensure the appropriate management of this property. ERAC members were kept updated on the progress of this study. WEST staff will continue to inventory the bird, reptile, and amphibian species until December 2021. Vegetation is also continuing to be monitored by Eco Logic botanists to inform decisions regarding deer management in the future. Flora and Fauna inventory results will be reviewed by ERAC members.

Griffy Lake Nature Preserve Deer Management

Deer management, once again was a regular discussion topic at meetings. In 2020, Bloomington Parks and Recreation (BPR) applied for and received a \$25,000 grant from the Indiana Department of Natural Resources (IDNR) to cover a portion of the cost for the Community Hunting Access Program (CHAP) at Griffy Lake Nature Preserve. Funds were used to hire a CHAP coordinator to plan and facilitate the hunt during the last three weekends of November during deer season. The City hired White Buffalo, who was previously hired to do the sharpshooting in 2017 that removed 62 deer and coordinate the 2019 CHAP program that removed 26 deer from the park. Research and plant inventories continue to show that deer management is required to allow native plants to recover. The Griffy ecosystem is unstable and unable to support the current level of deer browse pressure.

Over 50 CHAP participants hunted in the Park during the last three weekends of November. All hunters were required to pass a proficiently test and be properly licensed to hunt deer with firearms at Griffy Lake. Deer reduction zone status was requested from the DNR and approved, however the announcement of this coincided with news regarding the start of the archery season. This has created some confusion among hunters who are under the impression that they may go to Griffy to hunt using archery equipment – the only hunting allowed at Griffy is during the CHAP hunt. For safety reasons, hunters were only permitted to fire downward from tree stands. BPR coordinated with Indiana

University to allow for hunter access on their property near Griffy Lake. A private security firm was hired by the BPR to patrol the access points to Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the hunt. Signs were placed conspicuously at parking areas and trail heads to inform the public of the closure of the property during the weekends of the hunt.

In total, 40 deer were removed from the park over the three weekends. Based on the results from the Deer Browse Survey conducted by Eco Logic, the deer browse pressure is still high and management efforts will continue until vegetation populations show signs of recovery. ERAC members support continued deer management at Griffy Lake.

Griffy Lake Loop Trail / Griffy Accessible Fishing Pier

The proposed Griffy Lake Loop Trail has been routed and has been bundled with the Griffy Accessible Fishing Pier project. Staff provided an updated design of the Griffy Accessible Fishing Pier from Mader Design LLC. ERAC members viewed the designs which include a raised crosswalk, realignment of the park entrance, and a semi-circle shaped shoreline access feature with fishing pier sections extending into the Lake. The structure and the surrounding boardwalk designs will help connect the north and south shore segments of the Griffy Lake Loop Trail. ERAC members reviewed the Griffy Lake Loop Trail route and provided feedback. The proposed route is almost 6 miles long miles of soft surface trail and will include bridges and stairs to cross ravines. The proposed trail route uses mostly existing trails connected by a few new trails to form a loop around the western portion of Griffy Lake. Important connector sections including a trail along the top of Griffy Dam and a walkway extension along N. Headley Rd. required Regional General Permit approval from IDNR (Permit FW-30802) and IDEM. Permits were submitted in November 2020 and staff continue to work with contractors to satisfy project requirements. Additionally, since the construction plans require filling a portion of the lake, wetland mitigation credits will be purchased to offset the project's impact. Staff continues to update members of the advisory council on design plans and welcomes feedback for the project. Funding for the accessible fishing pier on the west side of the causeway has been secured. A Headley road pedestrian crossing will connect the parking area to the Pier and Loop Trail. Trees & Trails Bicentennial Bond funding has been obtained for the design and development of the project.

Trail Updates

Throughout the year, ERAC members were updated by BPR staff on trail development projects. While the Griffy Lake Loop Trail received the most attention, other projects such as the RCA Trail improvements, the Lower Cascades Park Trail development, and continued invasive plant management along the Rail Trail were discussed. The city decided to close a portion of Old SR 37 through Lower Cascades Park, starting near the Sycamore Shelter and extending south to just before the IMI entrance. This pilot project is on-going to accommodate increased trail usage and make the road safer for park users. Trail connections and development will continue to be discussed with ERAC members as BPR works on bond projects where trails are a central focus.

Outreach

ERAC members were regularly updated on the outreach activities of the department such as Roving Naturalist, Nature Days, Adopt-A-Stream/Acre/Trail, and after-school programs. Due to COVID-19, many in-person programs and large events had to be cancelled, such as Bug Fest and Sustaining Nature and Your Land (SNAYL) Day. Instead, efforts were switched towards producing virtual programs to share on the City's YouTube page and social media outlets. Staff also worked on adjusting outdoor programs to accommodate new COVID-19 protocols and to allow for safe distancing. Groups sizes were limited, face masks required, and hand sanitizer used often.

Members shared their virtual outreach efforts including Sassafras Audubon Society online programs and Monroe County-Identify and Reduce Invasive Species (MC-IRIS) workshops. Parks staff continued to improve the GIS data and descriptions for all parks presented on OuterSpatial's mobile application. Staff also continued to develop interpretive hikes that will be made available to park users on the mobile app and on a guided tour website being developed by Image Matters. ERAC members were asked to download the app and provide feedback to staff on the usage and content.

Moving in 2021, COVID-19 continues to be an ongoing public health threat so future outreach efforts will have to conform to the guidelines given by the CDC and ISDH.



STAFF REPORT

Agenda Item: D-3
Date: 5/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amanda D'Agostino
DATE: May 20, 2021
SUBJECT: INTERN INTRODUCTION

Background

My name is Amanda D'Agostino. I am graduating in December from Indiana University with my Bachelor of Science in Recreation with a focus on parks and recreation. As a non-traditional adult student, I started college with a clear vision – to do what I can, where I can in order to better my community. I knew that the nationally accredited City of Bloomington Parks Department would be the best agency for my interests and success in the field of parks and recreation. I have been working towards this specific internship program since I started school and was thrilled the internship was being offered in 2021, despite all the changes the pandemic has caused.

This summer I will be working as the Community Events Intern for Leslie Brinson, Community Relations Intern with Julie Ramey, as well as assisting Paula McDevitt with administrative duties such as budgeting and strategic planning. During my internship, I will be working on specific projects assigned by my supervisors. One assignment is working with the Farmers' Market Market Bucks program where I will create annual reports with data from past market seasons in order to share the impact this program has on our community.

This agency has time and time again proven their commitment to the health and wellness of our community. I am honored to be able to learn from this department and with the help of my three supervisors, figure out how I can use my assets to provide recreational activities for all. Thank you for having me this summer.

RESPECTFULLY SUBMITTED,
Amanda D'Agostino
Community Events, Intern
2021-January