

Board of Public Works Meeting

November 09, 2021



The City will offer virtual options, including CATS public access television (live and tape-delayed) and Zoom by using the following link:

<https://bloomington.zoom.us/j/83630014573?pwd=ZW1LMFV5NHhGcFZlb1ZEaVEaVExbmp1UT09>

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

Topic: Board of Public Works

Time: Nov 9, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/83630014573?pwd=ZW1LMFV5NHhGcFZlb1ZEaVExbmp1UT09>

Meeting ID: 836 3001 4573

Passcode: 633145

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 836 3001 4573

Passcode: 633145

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

**DRAFT AGENDA
BOARD OF PUBLIC WORKS
November 09, 2021**

A Regular Meeting of the Board of Public Work will be held Tuesday, November 09, 2021 at 5:30 p.m. via Zoom by using the following

link: <https://bloomington.zoom.us/j/83630014573?pwd=ZW1LMFV5NHhGcFZlb1ZEaVExbmp1UT09>

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes – October 26, 2021
2. Resolution 2021-60; Declaration of Surplus Property from BPD
3. 2022 Service Agreement with B&L Sheet Metal & Roofing for Public Works Facilities
4. 2022 Service Agreement with Bounds Flooring for Public Works Facilities
5. 2022 Service Agreement with Bruce Home Improvements for Public Works Facilities
6. 2022 Service Agreement with Cassady Electrical Contractors, Inc. for Public Works Facilities
7. 2022 Service Agreement with City Lawn for Public Works Facilities
8. 2022 Service Agreement with Commercial Service for Public Works Facilities
9. 2022 Service Agreement with Ann-Kriss for Public Works Facilities
10. 2022 Service Agreement with Economy Termite & Pest Control for Public Works Facilities
11. 2022 Service Agreement with Everywhere Signs for Public Works Facilities
12. 2022 Service Agreement with Fish Window (Photizo, LLC) for Public Works Facilities
13. 2022 Service Agreement with Harrell-Fish, Inc. (HVAC) for Public Works Facilities
14. 2022 Service Agreement with Harrell-Fish, Inc. (Plumbing) for Public Works Facilities
15. Addendum #2 to 2021 Ann-Kriss Service Agreement for Parking Garages
16. Addendum #2 to 2021 EvensTime Service Agreement
17. Addendum #2 to 2021 Parker Services Service Agreement with EvensTime to Include 4th Street Garage.
18. 2022 Service Agreement with Ann-Kriss for Parking Garages
19. 2022 Service Agreement with Parker Technology for Parking Garages
20. 2022 Service Agreement with CE Solutions for Walnut Street Garage Repair Project
21. 2022 Service Agreement with EvensTime for PARCS Equipment
22. Addendum #1 to Service Agreement with Groomer Construction
23. Addendum #1 to Service Agreement with Precision Concrete
24. Renewal #2 with Milestone Contractors, LP. for Asphalt Materials
25. Resolution 2021-63; Freezefest
26. Approval of Payroll

IV. NEW BUSINESS

1. Revised Amendment #2 to LPA Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project
2. Request for Right-of-Way use for Dumpster Placement by Property Sure Construction
3. Resolution 2021-61; Encroachment in the Public Right-of-Way at The Bentley
4. Supplement #1 for the Construction Inspection Agreement with CrossRoad Engineers, PC on the 7th Street Protected Bike Lane Project
5. Change Order #4 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP
6. Change Order #5 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP
7. Lane Closure Request from E&B Paving for N. Headley Rd (November 15, 2021 – July 06, 2022)
8. Addendum #1 to LPA Consulting Contract with VS Engineering for the 1st Street Reconstruction Project from Fairview Street to College Avenue
9. Contract with EvensTime for MiParc Online and OPUS Pro+ Software Purchase and Installation
10. Agreement with CentralSquare (Lucy) for GIS Mapping Functionality

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, October 26, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason - Public Works
April Rosenberger – Public Works
J.D. Boruff - Public Works
Daniel Dixon - City Legal
Rob Council - Housing & Neighborhood Dev.
Chastina Chipman - Housing & Neighborhood Dev.
Emily Herr - Engineering
Patrick Dierkes - Engineering
Mike Stewart - Engineering

Hollingsworth wished everyone a Happy Halloween and thanked City staff for keeping the city beautiful.

**MESSAGES FROM
BOARD MEMBERS**

Daniel Dixon, City Legal, deferred to representative of appellant, Robert Bender, to present Appeal of NOV # 49726 at 706 N. Washington. Rob Council, Housing and Neighborhood Dev., spoke about the history of the property and what led to the issuing of the fine. See meeting packet for details.

**PETITIONS &
REMONSTRANCES**
**Appeal of NOV # 49726
706 N. Washington**

Board Comments: Cox Deckard asked if the landlord had contacted appellant about the improper garbage bin. Appellant

said yes, but it still had not been removed. Hollingsworth asked Council if the appellant has City trash bins. Council confirmed. Hollingsworth asked if they were always overflowing. Council answered that it seemed to be so. Adam Wason, Public Works, commented that he had driven by and while the bin was not overflowing, it was full to the point of not being able to shut the lid properly. Wason suggested to appellant needs to call Republic Services directly to have them pick up the cart. Henke added that if there is an issue with raccoons, that the appellants need to be certain the bin does not get overfilled and the lid can be closed properly. Hollingsworth added that the focus of the appeal seemed to be on the blue bin that does not belong to the City and raccoons getting into the trash, rather than trying to take care of the issue.

Hollingsworth made a motion to deny Appeal of NOV # 49726 at 706 N. Washington. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Chastina Chipman, Housing and Neighborhood Development, presented Abatement at 1600 W. 3rd Street. See meeting packet for details.

Board Comments: Hollingsworth asked how soon the property could be abated. Chipman answered that she does not issue the abatements, but thought it would be as soon as Jo Stong from Housing and Neighborhood Development can get it set up.

Hollingsworth made a motion to approve Abatement at 1600 W. 3rd Street. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

1. Approval of Minutes – October 12, 2021
2. Noise Permit; Rose Hill Farm Stop Grand Opening
3. Resolution 2021-55; Canopy of Lights

TITLE VI
ENFORCEMENT
Abatement at 1600 W. 3rd Street

CONSENT AGENDA

4. Resolution 2021-56; Krampus
5. Resolution 2021-59; Parks and Recreation Holiday Market
6. Renew Shared Use Motorized Scooter Agreement – BIRD
7. Resolution 2021-57; New Mobile Vendor in Public Right-of-Way; Community Kitchen of Monroe County
8. Resolution 2021-58; Renew Mobile Vendor in Public Right-of-Way; Pushcart Sober Joe
9. Outdoor Lighting Service Agreement with Duke Energy for the Intersection of W. 3rd and N. Rogers Street
10. Outdoor Lighting Service Agreement with Duke Energy for E. 2nd Street (East of Woodcrest)
11. Outdoor Lighting Service Agreement with Duke Energy for Sherwood Oaks Subdivision
12. Approval of Payroll

Cox Deckard requested that Consent Agenda item #7 be removed and added to New Business to recuse herself from the vote.

Hollingsworth made a motion to approve the Consent Agenda. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Resolution 2021-57; New Mobile Vendor in Public Right-of-Way; Community Kitchen of Monroe County. This item was removed from the Consent Agenda to New Business. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Resolution 2021-57; New Mobile Vendor in Public Right-of-Way; Community Kitchen of Monroe County. Henke seconded. Cox Deckard abstained, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Emily Herr, Engineering, presented Resolution 2021-54: Encroachment for 2851 East Longview Avenue. See meeting packet for details.

NEW BUSINESS
**Resolution 2021-57; New
Mobile Vendor in Public
Right-of-Way; Community
Kitchen of Monroe County**

**Resolution 2021-54:
Encroachment for 2851 East
Longview Avenue**

Board Comments: Hollingsworth asked if the approval included benches. Herr confirmed and stated they wanted to include the benches, but didn't yet know if they would be in the public right-of-way or on private property.

Hollingsworth made a motion to approve Resolution 2021-54: Encroachment for 2851 East Longview Avenue. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented Addendum # 2 to LPA-Consulting Contract with Etica Group for Guardrails at Various Locations Throughout the City. See meeting packet for details.

Board Comments: Cox Deckard asked for explanation of the difference between the \$30,000 anticipated and the actual cost. Diekes explained that it was because Etica had to reach out to another consultant. Cox Deckard also clarified that this project also replaces an existing guardrail in the area. Direkes confirmed that it replaces and extends the existing guardrail.

Hollingsworth made a motion to approve the Addendum # 2 to LPA-Consulting Contract with Etica Group for Guardrails at Various Locations Throughout the City. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Mike Stewart, Engineering, presented Lane Closure Request for 1800 N. Walnut Street from CenterPoint Energy. See meeting packet for details.

Board Comments: Henke asked if the closure would end at 5:00 p.m. everyday. Stewart confirmed. Cox Deckard wanted to reiterate mention from the work session that the surrounding property owners would have access to their lots and entryways. Hollingsworth asked if the boards notifying people of the changing lanes would go up immediately. Stewart confirmed and said the permit would

Hollingsworth made a motion to approve Lane Closure Request for 1800 N. Walnut Street from CenterPoint Energy. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Addendum # 2 to LPA-Consulting Contract with Etica Group for Guardrails at Various Locations Throughout the City

Lane Closure Request for 1800 N. Walnut Street from CenterPoint Energy

Adam Wason, Public Works, on behalf of Joe VanDeventer of the Street Division, presented Change Order #1 for the Lower Cascades Road Project with E&B Paving. See meeting packet for details.

Change Order #1 for the Lower Cascades Road Project with E&B Paving

Board Comments: Hollingsworth asked when the project would be completed. Wason answered that as long as striping can be completed, the project should be done by the end of the week.

Hollingsworth made a motion to approve Change Order #1 for the Lower Cascades Road Project with E&B Paving. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with Groomer Construction for Trench Drain at Sanitation Department. See meeting packet for details.

Contract with Groomer Construction for Trench Drain at Sanitation Department

Board Comments: Hollingsworth asked if the trucks actually weigh 70,000 pounds. Wason answered that fully loaded, the trucks can weigh up to 80,000 pounds.

Hollingsworth made a motion to approve Contract with Groomer Construction for Trench Drain at Sanitation Department. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Wason sent condolences to another staff member, Ryan Hillenburg, who tragically lost his son over the past weekend.

STAFF REPORTS AND OTHER BUSINESS

Board Comments: Henke asked about the downtown bollard covers. Wason answered that there have been some issues with bollards disappearing, so the covers go over the cement filled bollards. Hollingsworth asked about \$7,000.00 going to Aunt Bertha. Wason explained that it is for training.

CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$626,253.09. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Henke called for adjournment at 6:08 p.m.

ADJOURNMENT

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of Bloomington – Police Department

Staff Representative: Pam Gladish

Date: November 9, 2021

Report:

The Police Department has one 55 gallon barrel of spent brass rounds and one 55 gallon barrel of lead from our range that is inoperable or donateable and recyclable.

The Police Department believes that the expense of labor, equipment, and fuel required to organize and transport this material for a sale or transfer, exceeds the value of the material.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-60**

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

WHEREAS, the City of Bloomington Police Department (“BPD”) purchases and provides equipment, including, but not limited to firearms and ammunition, for use by BPD officers in the scope of their work on behalf of the City; and

WHEREAS, ammunition is necessary for use by the officers during their training and in carrying out their day to day law enforcement duties; and

WHEREAS, ammunition has a single use life cycle; and

WHEREAS, brass casings and range lead remain after the use of firearms; and

WHEREAS, BPD has one 55 gallon bin of spent brass material and one 55 gallon bin of lead material from the range which BPD wishes to dispose of as surplus personal property; and

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 9th day of November, 2021.

BOARD OF PUBLIC WORKS

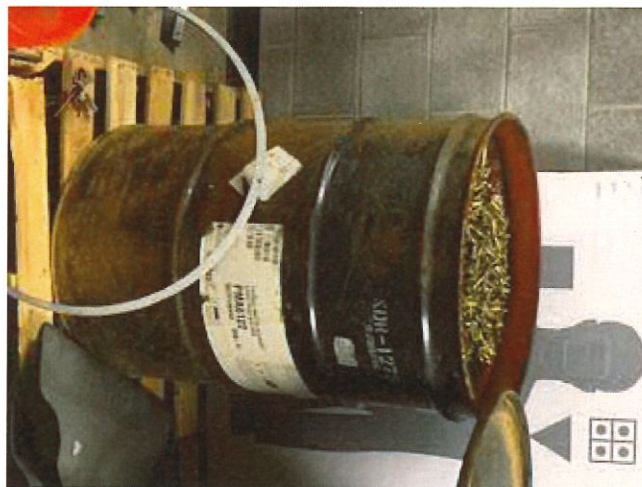
Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

Attest: _____

Pam Gladish, Sergeant
Bloomington Police Department





Board of Public Works Staff Report

Project/Event: Contract with B & L Sheet Metal and Roofing Repair and Sealing Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This contract is for repair and sealing of roofing, windows, doors, walls, and guttering at all City facilities maintained by the Public Works Facilities Division.

This agreement with B & L Sheet Metal and Roofing would be for a not to exceed amount of \$35,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

Request for Quote (RFQ)

Request for Proposal (RFP)

Sole Source

Not Applicable
(NA)

Invitation to Bid (ITB)

Request for Qualifications
(RFQu)

Emergency Purchase

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

Yes No

of Submittals:

Yes No

Was the lowest cost selected? (If no,
please state below why it was not.)

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
B & L SHEET METAL AND ROOFING**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and B & L Sheet Metal and Roofing (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair of shingled, metal, and membrane roofs. Waterproofing and sealing of doors, windows, and various types of walls. Repair of guttering and downspouts. These services will be performed at City facilities (“Services”) for a set price of Eighty-Five Dollars (\$85.00) per person, per hour Monday-Friday 7:00 am – 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Ten Dollars (\$110.00) per person, per hour. It is understood that the Contractor will send a minimum of two (2) employees for all roofing service work. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: B & L Sheet Metal and Roofing, 1301 N. Monroe St., Bloomington Indiana 47404.

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

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

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

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

CITY OF BLOOMINGTON

B & L SHEET METAL AND ROOFING

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

B & L Sheet Metal & Roofing

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Service Contract with Bounds Flooring, Inc., for Maintenance and Repair of Flooring and Carpeting

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This is a service agreement with Bounds Flooring, Inc., for maintenance and repair of flooring and carpeting at facilities maintained by Public Works.

Compensation not to exceed \$35,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Bounds Flooring, Inc.

Contract Amount: \$35,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☐☒

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

We renew a service agreement with Bounds Flooring every year.

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

We renew a service agreement with Bounds Flooring every year.

JD Boruff

Director of Facilities

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
BOUNDS FLOORING, INC.**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Bounds Flooring, Inc., LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: repair and maintenance of flooring and carpeting. These services will be performed at City facilities (“Services”) for a set price. These rates shall be Sixty-Eight Dollars (\$68.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Seventy-Eight Dollars (\$78.00) per hour Monday through Friday 5:00 pm to 7:00 am, Eighty-Three Dollars (\$83.00) an hour on Saturday, and One Hundred Six Dollars (\$106.00) an hour on Sunday for a Lead Man. A Helper shall be billed at the rate of Forty-Two Dollars (\$42.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Forty-Five Dollars (\$45.00) per hour Monday through Friday 5:00 pm to 7:00 am, Forty-Seven Dollars (\$47.00) an hour on Saturday, and Sixty Dollars (\$60.00) an hour on Sunday. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Bounds Flooring, Inc., 5005 North State Road 37 Business., Attn: Matt McIntosh, Bloomington Indiana 47404.

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

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

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

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

CITY OF BLOOMINGTON

Bounds Flooring, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bounds Flooring, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Contract with Bruce Home Improvements, Inc.,
for Maintenance and Repair of Overhead Doors and
Associated Equipment

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This contract is for maintenance and repair of overhead doors, door openers, and remote operators at City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$25,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Bruce Home Improvements, Inc.

Contract Amount: \$25,000

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

PURCHASE INFORMATION

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

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

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

of Submittals:

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

We renew a service agreement with Bruce Home Improvement every year.

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

We renew a service agreement with Bruce Home Improvements, Inc. every year.

JD Boruff

Director of Facilities

Department of Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Bruce Home Improvements, Inc. (“Contractor”).

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

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

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Bruce Home Improvements, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bruce Home Improvements, Inc.

By: _____

[illegible]

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: _____

My Commission #:



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with Cassady Electric, Inc. for Electrical Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This contract is for repair and maintenance of electrical systems at all City facilities maintained by the Public Works Facilities Division through December 31, 2022.

Compensation not to exceed \$55,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Cassady Electric, Inc.

Contract Amount: \$55,000

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

PURCHASE INFORMATION

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

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

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

of Submittals: 0

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

We renew a service agreement with Cassady Electric every year.

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

We renew a service agreement with Cassady Electric every year.

JD Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT AND
CASSADY ELECTRICAL CONTRACTORS, INC.**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and Cassady Electrical Contractors, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform electrical repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain electrical equipment at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Ninety-Five Dollars (\$95.00) per hour per person Monday-Friday 7:00am-3:30pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of One Hundred Forty-Two Dollars and Fifty Cents (\$142.50) per person. Work done at any time on Sundays or Holidays will be performed at the rate of One Hundred Ninety Dollars (\$190.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Cassady Electric, P.O. Box 53, Ellettsville, Indiana 47429. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

Cassady Electric, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Cassady Electrical Contractors, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with City Lawn, LLC, for Mowing, Vegetation Removal and Turf Maintenance Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This contract is for mowing, vegetation removal, and turf maintenance services at City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$15,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: City Lawn, LLC

Contract Amount: \$15,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

Was the lowest cost selected? (If no, please state below why it was not.)

☐
☒

We renew our service agreement with City Lawn every year.

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

We renew our service agreement with City Lawn every year.

JD Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and City Lawn, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Mowing, vegetation removal, turf treatments and fertilizing. These services will be performed at City facilities (“Services”) for a set price of Forty Dollars (\$40.00) per person, per hour. This rate shall include any trip charges and/or fuel charges. Costs for materials, such as fertilizer, mulch, or chemical treatments shall be paid by the Department. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations,

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

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

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

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

Contractor: City Lawn, LLC, PO Box 5561, Bloomington Indiana 47407.

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

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

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

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

CITY OF BLOOMINGTON

John Hamilton, Mayor

City Lawn, LLC

Randy Younger, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

My Commission #:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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.

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.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with Commercial Service, Inc., of Bloomington for maintenance and repair of HVAC Equipment and Plumbing Systems

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This is a service agreement with Commercial Service for maintenance and repair HVAC and Plumbing systems at facilities maintained by Public Works.

Compensation not to exceed \$15,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Commercial Service, Inc.

Contract Amount: \$15,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

Was the lowest cost selected? (If no, please state below why it was not.)

☐
☒

We renew a service agreement with Commercial Service yearly.

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

We renew a service agreement with Commercial Service yearly.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
COMMERCIAL SERVICE, INC. OF BLOOMINGTON, INC.**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Commercial Service, Inc., of Bloomington, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: maintenance and repair of HVAC and plumbing systems. These services will be performed at City facilities (“Services”) for a set price per hour. The rate for a Technician shall be Eighty-Eight Dollars (\$88.00) per hour for regular time, One Hundred Thirty-Two Dollars (\$132.00) per hour for overtime, and One Hundred Seventy-Six Dollars (\$176.00) per hour for double time. The rate for a Helper shall be Sixty Dollars (\$60.00) per hour for regular time, Ninety Dollars (\$90.00) per hour for overtime, and One Hundred Twenty Dollars (\$120.00) per hour for double time. Regular time shall be Monday through Friday 7:00 am to 5:00 pm and Saturday from 7:00 am to 1:00 pm. Over time shall be Monday through Friday 5:00 pm to 10:00 pm, Saturday 1:00 pm to 10:00 pm, and Sunday 7:00 am to 5:00 pm. Double time shall be Monday through Friday 10:00 pm to 7:00 am, Saturday 10:00 pm to 7:00 am, and Sunday 5:00 pm to 7:00 am. Any hours on a holiday recognized by the City shall be billed at double time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being

performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Commercial Service of Bloomington, Inc., Attn: Danny Middleton, 4710 W. Vernal Pike, Bloomington Indiana 47404.

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

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

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

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

CITY OF BLOOMINGTON

John Hamilton, Mayor

Commercial Service of Bloomington, Inc.

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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.

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.

Commercial Service of Bloomington, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

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

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

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

Compensation not to exceed \$75,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$75,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

Was the lowest cost selected? (If no, please state below why it was not.)

☐
☒

We renew a service agreement with Ann-Kriss every year.

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

We renew a service agreement with Ann-Kriss every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 9th day of November, 2021, with an effective date of January 1, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Ann-Kriss, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45) per hour Monday-Friday 7:00 am-6:00 pm for one person, with an additional Thirty Dollars (\$30) for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seventy Dollars (\$70.00) for one person, with an additional Thirty Dollars (\$30) per hour for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 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 following schedule: Services will be on as needed basis upon request of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Ann-Kriss, LLC

John Hamilton, Mayor

Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission #:

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Ann-Kriss, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission #:



Board of Public Works Staff Report

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

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

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

Compensation not to exceed \$9,500.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Economy Termite & Pest Control

Contract Amount: \$9,500

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

PURCHASE INFORMATION

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

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

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

of Submittals: 0

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

We renew a service agreement with Economy Termite & Pest Control every year.

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

We renew a service agreement with Economy Termite & Pest Control every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Economy Termite & Pest Control, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Treatments for current pest infestations and preventative treatments to prevent pest infestations, removal of pests from facilities, inspections of facilities. These services will be performed at City facilities (“Services”) for a set price of One Hundred Dollars (\$100.00) per hour, at any time or any day, including holidays. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

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

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

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

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

Contractor: Economy Termite & Pest Control, Inc., 2625 W. Bolin Ln., Bloomington Indiana 47403.

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

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

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

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

CITY OF BLOOMINGTON

Economy Termite & Pest Control, Inc.

John Hamilton, Mayor

Mike Sterrett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Economy Termite & Pest Control, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with Everywhere Signs, LLC for Repair and Maintenance of Signs, and Door and Window Lettering

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This service agreement is for the repair and maintenance of interior and exterior signs, as well as lettering and decals on doors and windows at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$5,000.00

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Everywhere Signs, LLC

Contract Amount: \$5,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☐
☒

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

We renew a service agreement with Everywhere Signs every year.

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

We renew a service agreement with Everywhere Signs every year.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
EVERYWHERE SIGNS, LLC**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Everywhere Signs, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair and maintenance of exterior and interior signs, and lettering and decals for doors and windows. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour Monday-Friday 8:00 am - 5:00 pm for one person. If the use of a bucket truck is required, it will be billed at the rate of Ninety-Five Dollars (\$95.00) per hour with one employee and One Hundred Forty Dollars (\$140.00) per hour with two employees. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Everywhere Signs, LLC, 2630 N. Walnut St., Bloomington Indiana 47404.

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

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

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

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

CITY OF BLOOMINGTON

Everywhere Signs, LLC

John Hamilton, Mayor

Karen Elgar, Co-owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Everywhere Signs, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with Photizo, LLC (Fish Window Cleaning) for Window Cleaning Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

This contract is for window cleaning services at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$5,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Photizo, LLC (Fish Window)

Contract Amount: \$5,000

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

PURCHASE INFORMATION

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

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

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

of Submittals: 0

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Was the lowest cost selected? (If no, please state below why it was not.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

We renew a service agreement with Photizo, LLC every year.

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

We renew a service agreement with Photizo, LLC every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
PHOTIZO, LLC (dba FISH WINDOW CLEANING)**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Photizo, LLC, dba Fish Window Cleaning (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Cleaning of windows and building exteriors. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45) per hour, regardless of day or time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

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

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

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

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

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

Article 11. Indemnification Contractor shall 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.

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

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

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

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

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

Contractor: Fish Window Cleaning, P.O. Box 7885, Bloomington Indiana 47407.

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

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

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

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

CITY OF BLOOMINGTON

Photizo, LLC (Fish Window Cleaning)

John Hamilton, Mayor

Thomas D. Richardson, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Photizo, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Service Agreement with Harrell-Fish, Inc. for HVAC
Repair and Maintenance Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 9, 2021

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

Compensation not to exceed \$145,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc.

Contract Amount: \$145,000

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

PURCHASE INFORMATION

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

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

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

of Submittals: 0

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

We renew a service agreement with HFI every year.

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

We renew a service agreement with HFI every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
HARRELL-FISH, INC.**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty-Four Dollars (\$84.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety-Nine Dollars (\$99.00) per, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Twenty Dollars (\$120.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Forty-Five Thousand Dollars (\$145,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

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

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

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

CITY OF BLOOMINGTON

Harrell-Fish, Inc.

John Hamilton, Mayor

Steve Dawson, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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.

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.

By: _____

[illegible]

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: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with Harrell-Fish, Inc. for
Plumbing Repair and Inspection Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 09, 2021

This contract is for repair and inspection of plumbing systems at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$60,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell Fish, Inc. (HFI)

Contract Amount: \$60,000.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☐☒

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

Annual Renewal of Service Agreement with Harrell Fish, Inc (HFI)

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

Annual Renewal of Service Agreement with Harrell Fish, Inc (HFI) for plumbing services at City managed facilities by PW Facilities Division.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
HARRELL-FISH, INC.**

This Agreement, entered into on this 09th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and inspection services on plumbing systems at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty-Four Dollars (\$84.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety-Nine Dollars (\$99.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Thirty-Five (\$135.00.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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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.

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

Contractor: Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

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

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

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

CITY OF BLOOMINGTON

Harrell-Fish, Inc.

John Hamilton, Mayor

Steve Dawson, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Harrell-Fish, Inc.

By: _____

[illegible]

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: _____

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event:	2021 Ann-Kriss, LLC Service Agreement, Addendum #2
Petitioner/Representative:	Public Works , Ryan Daily
Staff Representative:	Ryan Daily
Date:	11.09.21

Report:

This as a second addendum for the 2021 Service Agreement with Ann-Kriss, LLC, to perform services in the Morton, Walnut, Trades, and 4th Street Garage for electrical, carpentry, drywall, painting, fencing, bollard, and repairs and maintenance. We are requesting an additional \$10,000 for additional projects at the two new locations including fencing install, bollard install, and other services.

Increase by = \$10,000
New contract amount = \$40,000

Funding Source will be: 452.26.260000.53650 (Other Repairs)

City of Bloomington Contract and Purchase Justification Form

Vendor: ANN-KRISS, LLC

Contract Amount: Total Adj cost: \$40,000

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

PURCHASE INFORMATION

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

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

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

of Submittals:

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

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

Vendor was selected for service contract of Parking Garages general repairs. This is an increase of the Original and Addendum #1 cost by \$10,000. This amount is inclusive of projects at the new Trades and 4th Street Garages such as fencing and bollard installment and other garage repairs.

Ryan Daily

Garage Manager

Parking Services - PW

Print/Type Name

Print/Type Title

Department

ADDENDUM #2 TO 2021 SERVICE AGREEMENT

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

This Addendum #2 increases the not to exceed amount which will allow Ann-Kriss, LLC, to provide additional services at the City's parking garages, as follows:

1. On March 2, 2021, the Board of Public Works approved the 2021 Services Agreement with Ann-Kriss, LLC.
2. **Article 4. Compensation** contained a not to exceed cost of \$10,000. Addendum #1 increased the cost of the contract by \$20,000 was approved on July 23, 2021, for an adjusted cost of \$30,000. This Addendum #2 will raise the not to exceed of the entire contract by adding an additional \$10,000. The total compensation paid under this Service Agreement shall not exceed \$40,000.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

ANN-KRISS, LLC

By: _____

Dana Palazzo, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____

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

This Agreement, entered into on this 2nd day of March, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and ANN KRISS, LLC, ("Contractor").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel

ANN-KRISS LLC

Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason
Adam Wason, Director, Public Works Department

Dana Palazzo
Dana Palazzo, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Owner of AN-KAIS.
(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 Monroe)

Before me, a Notary Public in and for said County and State, personally appeared David Padgett and acknowledged the execution of the foregoing this 16th day of March, 2021.

Notary Public's Signature

My Commission Expires: 7/8/2022

Printed Name of Notary Public

County of Residence: Monroe

Commission Number: 655369

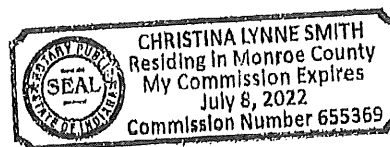


EXHIBIT B

STATE OF INDIANA)
COUNTY OF Monroe) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 16th day of March, 2021.

ANN KRISS, LLC

By: 1

DAVID PADGETT

STATE OF INDIANA)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared David Padgett and acknowledged the execution of the foregoing this 16th day of March, 2021.

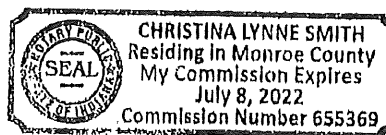
Christina Lynne Smith
Notary Public's Signature

My Commission Expires: 7/8/2022

CHRISTINA LYNNE SMITH
Printed Name of Notary Public

County of Residence: Monroe

Commission Number: 655369





Board of Public Works Staff Report

Project/Event: Addendum #2 to 2021 Evens Time, Inc.,
Service Agreement

Petitioner/Representative: Public Works , Ryan Daily

Staff Representative: Ryan Daily

Date: 11.09.2021

Report:

We are requesting an increase to the Evens Time, Inc.'s Service 2021 Maintenance Agreement in the amount of \$10,000. This is to cover budgeted repair of parking equipment beyond the scope of the Maintenance agreement. This includes: damaged gate arms, gate boxes, damage to paystations, hardware and software upgrades/repairs beyond the standard maintenance scope.

Original (Amended) contract amount --	\$19,528.76
Addendum #1 --	\$20,000.00
Addendum #2 --	\$10,000.00

New contract amount --	\$49,528.76
------------------------	-------------

Funding Source will be: 452.26.260000.53640 (Hardware and Software Maintenance)

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time, Inc.

Contract Amount: Add. #2 -- \$10,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒
☐

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

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

This is an addendum #2 to the Maintenance Service contract with Eventime to include repairs beyond the scope of 2021 General Maintenance Contract.

Original cost \$19,528.76

Add. #1 20,000.00

Add. #2 10,000.00

Adjusted cost \$49,528.76

Ryan Daily

Garage Manager

Parking Services - PW

Print/Type Name

Print/Type Title

Department

ADDENDUM #2 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON**

**And
EVENS TIME, INC.**

This Addendum increases the not to exceed amount which will allow Evens Time, Inc., add the Trades District Garage to the facilities for which Evens Time, Inc., provides inspection and maintenance services, as follows:

1. On May 11, 2021, the Board of Public Works approved the 2021 Services Agreement with Evens Time, Inc., with a not to exceed cost of \$19,528.76.
2. **Article 4. Compensation** contained in the original Service Agreement contained a not to exceed cost of \$19,528.76.
3. Addendum #1 was approved on August 17, 2021 and added an additional \$20,000 to the NTE cost of the agreement.
4. This Addendum #2 will add an additional \$10,000 to the NTE of this agreement, with a new not to exceed cost of \$49,528.76.
5. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

EVENS TIME, INC.

By: _____
Dana Henke, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

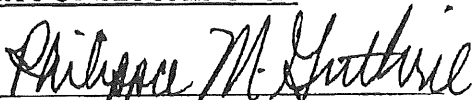
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

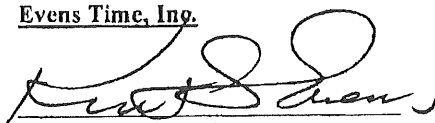
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Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that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

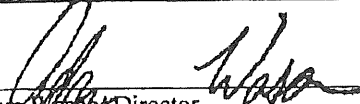
CITY OF BLOOMINGTON


Philippa M. Guthrie, Corporation Counsel

Evens Time, Inc.


Sherry Evens/ Ken Evens

CITY OF BLOOMINGTON PUBLIC WORKS


Adam Watson, Director

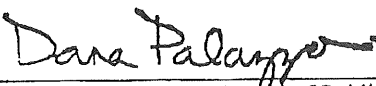

Dana Palazzo, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

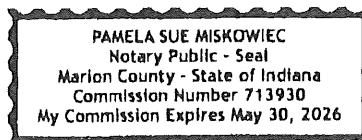
AFFIDAVIT

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

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

Kenneth S. Evers
Signature

Kenneth S. Evers
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evers and acknowledged the execution of the foregoing this 17 day of May, 2021.

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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 17th day of May, 2021.

Evans Time, Inc.

By: [Signature]

Signature

Kenneth S. Evans
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

PAMELA SUE MISKOWIEC
Notary Public - Seal
Marion County - State of Indiana
Commission Number 713930
My Commission Expires May 30, 2026

Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evans and acknowledged the execution of the foregoing this 17 day of May, 2019/2021

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

ADDENDUM #1 TO 2021 SERVICE AGREEMENT

Between the
CITY OF BLOOMINGTON

And
EVENS TIME, INC.

This Addendum increases the not to exceed amount which will allow Evens Time, Inc., add the Trades District Garage to the facilities for which Evens Time, Inc., provides inspection and maintenance services, as follows:

1. On May 11, 2021, the Board of Public Works approved the 2021 Services Agreement with Evens Time, Inc.
2. **Article 4. Compensation** contained a not to exceed cost of \$19,528.76. This Addendum will raise the not to exceed of the entire contract by adding an additional \$20,000.00. The total compensation paid under this Service Agreement shall not exceed \$39,528.76
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

By: Dana Henke

Dana Henke, President
Board of Public Works

Date: 8.17.2021

By: Adam Wason

Adam Wason, Director
Public Works Department

Date: 8.18.2021

By: Philippa M. Guthrie

Philippa M. Guthrie, Corporation Counsel

Date: 8-18-21

EVENS TIME, INC.

By: LoisAnn McDole

LoisAnn McDole, Administrative Manager

Name and Title

Date: 8/26/21



Board of Public Works Staff Report

Project/Event:	2021 Evens Time, Inc., Service Agreement Addendum #2
Petitioner/Representative:	Public Works , Ryan Daily
Staff Representative:	Ryan Daily
Date:	11.09.2021

Report:

We are requesting an increase to the Evens Time, Inc. Service agreement in the amount of \$7,157.33 for the 4th Street Garage. This is to cover the expense of Parker Services call center at the garage for 8/1 – 12/31. This is the final budgeted expense not placed in the Original Agreement and Addendum #1 as we paid for services based upon the opening of the garages and services through the end of the year.

Addendum #2 = \$7,157.33

New contract amount = \$56,104.00

Funding Source will be: 452.26.260000.53640 (Hardware and Software Maintenance)

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time, Inc.

Contract Amount: \$7,157.33 - Addendum #2

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

PURCHASE INFORMATION

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

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

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

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

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

This is addendum #2 to Maintenance contract with Evens Time for Parker Services to include the 4th Street Garage for coverage through 8/1 - 12/31

Original contract: \$40,000.00

Addendum #1: \$ 8,946.67

Addendum #2: \$ 7,157.33

Adjusted cost: \$56,104.00

 Ryan Daily

 Garage Manager

 Parking Services - PW

Print/Type Name

Print/Type Title

Department



2475 Directors Row, Suite C
Indianapolis, IN 46241

Invoice

Date	Invoice #
8/1/2021	10966

Bill To
City of Bloomington-Publ 245 W. 7th Street Bloomington, IN 47404 USA

Ship To
4th Street Garage 105 W. 4th Street Bloomington, IN 47404

Job #	P.O. No.	Terms	Rep	Ship Via
Job # 4th Str / Parker 8/1/21-12/31/2		Net 60	House	

Item	Description	Qty	Sale Price	Amount
Z-Sales	August 1/2021 - December 31/2021 Parker Technology 24/7/365 Enhanced Call Center Service 4th Street	4	1,789.3325	7,157.33

Thank you for your business.

Phone #	E-mail
317-358-1000	accounting@evenstime.com

To pay with a credit card please contact Pam at 317-358-1000 ext. 7002

Sales Tax (0.0%)	\$0.00
Total	\$7,157.33
Payments/Credits	\$0.00
Balance Due	\$7,157.33

ParkerAgreement



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

04/22/2021

Dear Ryan Daily,

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

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

Thanks!

Patrick Ostrum

Business Development Executive

Scope of Work

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

Exclusions

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

Maintenance Plan Agreement

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

Billing Selection:

☐ Billed Annually ☐ Billed Quarterly

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

Customer Signature:

Date Signed:

Evens Time Signature:

Date Signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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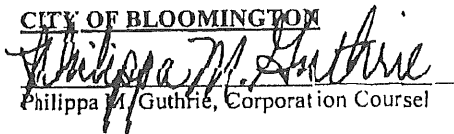
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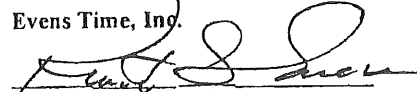
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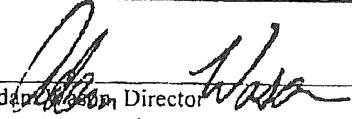
CITY OF BLOOMINGTON


Philippa M. Guthrie, Corporation Counsel

Evens Time, Inc.


Sherry Evens/Ken Evens
Kenneth S. Evens

CITY OF BLOOMINGTON PUBLIC WORKS


Adam W. Brown, Director



Dana Palazzo, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

AFFIDAVIT

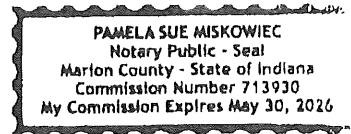
The undersigned, being duly sworn, hereby affirms and says that:

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

Kenneth S. Evens
Signature

Kenneth S. Evens
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evens and acknowledged the execution of the foregoing this 17 day of May, 2021.

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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 17 day of May, 2021.

Evans Time, Inc

By:

Kenneth S. Evans

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

PAMELA SUE MISKOWIEC
Notary Public - Seal
Marion County - State of Indiana
Commission Number 713930
My Commission Expires May 30, 2026

Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evans and acknowledged the execution of the foregoing this 17 day of May, 2021.

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time, Inc.

Contract Amount: \$40,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="border: 1px solid black; padding: 5px;"> Evens Time, Inc./, is the service provider for Parker Services call center. </div>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:
 Evenstime is the service provider for Parker Services call center.

 Ryan Daily

Print/Type Name

 Ryan Daily

Print/Type Title

 Public Works - Parking Services

Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time INC

Contract Amount: \$8,946.67

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes

No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

\$50,000.00 -- original agreement
8,946.67 -- cost of adding Trades Garage
\$58,946.67 -- Adjusted cost

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

This as an addendum to Maintenance contract with Evens Time for Parker Services to include the Trades District Garage - billing for August - December 2021.

Ryan Daily

Garage Manager

Parking Services - PW

Print/Type Name

Print/Type Title

Department



Board of Public Works Staff Report

Project/Event: 2022 Ann-Kriss, LLC Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 11.09.2021

Report:

We are requesting a service agreement with Ann-Kris, LLC, to perform services at Public Works facilities, including the following: electrical, carpentry, drywall, painting, wood and chain link fencing, and masonry, and other repairs. This contract is for general repair & maintenance that in house staff are not qualified to perform.

Total cost = \$40,000

Funding Source will be: 452.26.260000.53650 (Other Repairs)

City of Bloomington Contract and Purchase Justification Form

Vendor: ANN-KRISS, LLC

Contract Amount: \$40,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

Vendor was selected for Service Contract based upon previous low bid and rate schedule. Service contract is for general construction & repair that in house City staff are not qualified to complete.

Ryan Daily

Garage Manager

Pubic Works/Parking Services

Print/Type Name

Print/Type Title

Department

**2022 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ANN KRISS, LLC**

This Agreement, entered into on this 9th day of November 2021, with an effective date of January 1, 2022 (Effective Date), by and between the City of Bloomington Department of Public Works (the “Department”), and Ann-Kriss, LLC, (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry, and other repairs. These services will be performed at City facilities (“Services”) for a set price of Sixty Dollars (\$60) per hour Monday-Friday 7:00 am - 6:00 pm for one person, with an additional Forty Five Dollars (\$45) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Ninety Dollars (\$90.00) per hour for one person, with an additional Sixty Seven Dollars and fifty cents (\$67.50) per hour for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31st, 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 Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

ANN-KRISS, LLC

John Hamilton, Mayor

Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

ANN KRISS, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

_____ Notary Public's Signature	My Commission Expires: _____
_____ Printed Name of Notary Public	County of Residence: _____
	Commission Number: _____



Board of Public Works Staff Report

Project/Event: 2022 Parker Technology, LLC
Communications Contract Service Agreement

Petitioner/Representative: Public Works , Ryan Daily

Staff Representative: Ryan Daily

Date: 11.09.2021

Report:

Parker Technology is our provider for video & audio communications for customers at all four our parking garages' entry, exit, and Pay on Foot (PoF) station lanes. Parker Services provides video/audio assistance to customers with live interaction with a customer service representative 24/7, 365 and can allow multiple calls simultaneously across all four locations.

This service contract will cover all communications for all four parking garages for 2022.

Total cost of communication contract: \$71,247.75

Budget line = 452.26.260000.53640

City of Bloomington Contract and Purchase Justification Form

Vendor: Parker Technology, LLC

Contract Amount: \$71,247.75

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

PURCHASE INFORMATION

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

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

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

of Submittals:

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Parker Technologies was installed in 2020 at all four parking garages through Evenstime to provide real time audio and video customer assistance. We will be working directly with Parker Services for invoicing and customer support in 2022 instead of Evenstime. This will provide the City with reduced costs.

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

Parker Technologies was installed in 2020 at all four parking garages through Evenstime to provide real time audio and video customer assistance. We will be working directly with Parker Services for invoicing and customer support. Parker Technology is the only vendor providing integrated video & audio services through a variety of PARCS equipment. We wish to continue with this service through 2022 working directly with Parker Technology.

Ryan Daily

Parking Garage Manager

Public Works/Parking Services

Print/Type Name

Print/Type Title

Department



Parker Technology, LLC
1630 N Meridian St Ste 125
Indianapolis, IN 46202
+1 8009232704
parker@helpmeparker.com
www.helpmeparker.com

Proposal

ADDRESS

City of Bloomington
300 N. Morton Street
Bloomington, IN 47404 USA

SHIP TO

City of Bloomington
300 N. Morton Street
Bloomington, IN 47404 USA

PROPOSAL # 2740**DATE 11/01/2021****PO NUMBER**

2022 Bloomington Service

ACTIVITY	QTY	PRICE	AMOUNT
The service quotes below are for the full 2022 calendar year at the Trade and 4th Street locations. Charges for Morton and Walnut are for 9 months each, as Jan-Mar have previously been invoiced.			
05-880 W 4th Street Garage - 24/7 Call Center Service - UNLIMITED CALLS	12	2,029.50	24,354.00
05-880 Trade District Garage - 24/7 Call Center Service - UNLIMITED CALLS	12	1,486.25	17,835.00
05-880 Morton Street Garage - 24/7 Call Center Service - UNLIMITED CALLS	9	1,886.00	16,974.00
05-880 Walnut Street Garage - 24/7 Call Center Service - UNLIMITED CALLS	9	1,342.75	12,084.75

Proposals are valid for 30 days. Please sign and return to initiate the sales process.

TOTAL**\$71,247.75**

All Parker Call Center Services and Software Licenses are subject to Parker's Subscription Service Terms & Conditions, which are available at <https://www.helpmeparker.com/legal/>. Your signature below confirms your acceptance of these terms.

All Hardware purchases are subject to the Parker Master Dealer Agreement on file.

Accepted By

Accepted Date

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Parker Technology, LLC**

This Agreement, entered into on the 9th day of November, 2021, with an Effective Date of January 1, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Parker Technology, LLC (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall provide communication services with the City of Bloomington Parking Garages. These include: 4th Street Garage, Morton Street Garage, Walnut Street Garages & Trades District Garage and include the following services: 24/7 Call center service with unlimited calls, record all video/audio interactions with customers, provide City of Bloomington staff with reported equipment failure, and contact City of Bloomington staff when additional customer service on site issues are needed. These services will be performed at City facilities (“Services”) for a set price of Seventy-One Thousand, Two Hundred Forty-Seven Dollars and Seventy-Five Cents. (\$71,247.75). 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, 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 Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seventy-One Thousand, Two Hundred Forty-Seven Dollars and Seventy-Five Cents. (\$71,247.75). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Parker Technology, LLC, 1630 N Meridian Street, Suite 125, 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 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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

CITY OF BLOOMINGTON

PARKER TECHNOLOGY, LLC

John Hamilton, Mayor

Scott Gould, Sr. VP of Business Development

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
) SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Parker Technology, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 CE Solutions, Inc. Walnut Street Garage Repair Project
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 11.09.2021

Report:

We will be repairing the Walnut Street Garage exterior, expansion joint repair, Levels 3-6 Underside Repair, Slab on Grade drainage improvements. This a continuation of the recommended repairs as made by CE Solutions, Inc. in the 2017 CE Solutions, Inc.'s repair recommendations.

CE Solutions, Inc. shall provide all related engineering services, project management, and inspections of repairs.

Total cost of contract = \$16,800.00

Project Funding Source: 452.26.260000.53610 (Building Repair)

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Solutions, INC

Contract Amount: \$16,800

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☒

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 0

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

CE Solutions is our current engineering services vendor for garage repair. They were selected in 2017 based upon the lowest bidding for engineering services. As the current vendor, we want to maintain this relationship until all garage repair is completed at Morton and Walnut Street garages

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

CE Solutions is our current engineering services vendor for garage repair and is a sole source provider for garage engineering services. They were selected in 2017 based upon the lowest bidding for engineering services and produced our structural engineering report we have been using to repair our facilities. As the current vendor, we want to maintain this relationship until all garage repair is completed at Morton and Walnut Street Garages due to familiarity of the garages and projects

Ryan Daily

Garage Manager

Public Works/Parking Services

Print/Type Name

Print/Type Title

Department

**2022 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
CE Solutions, Inc.**

This Agreement, entered into on this 9th day of November, 2021, with an effective date of January 1, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and CE Solutions, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform the following engineering services: design and prepare detailed drawings, preparations of structural repair drawings, prepare probable estimations of cost, perform site visits, and project management. These services will be performed at Walnut St. Parking Garage (“Services”) for Sixteen Thousand Eight Hundred Dollars (\$16,800). 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, August 31st, 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 Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixteen Thousand Eight Hundred Dollars (\$16,800). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

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

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

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

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

Contractor: CE Solutions, Inc. 10 Shoshone Drive, Carmel, IN 46032. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

CE Solutions, Inc.

John Hamilton, Mayor

Steve Osborn/Carrie Walden

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

5

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

CE Solutions, Inc.

By: _____

[illegible]

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission Number: _____



Board of Public Works Staff Report

Project/Event: 2022 Evens Time, Inc., Maintenance Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 11.09.2021

Report:

Maintenance Service Contract

Service agreement with Evens Time, Inc. for support of all P.A.R.C.S equipment for 2022. This service agreement covers:

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

Blanket PO

Blanket PO shall cover work outside of the scope of the Maintenance contract. This includes repair broken or damage equipment and servicing outside of contracted hours.

Total cost of Maintenance Service Contract = \$56,333.43

Total cost of additional Services above scope (Blanket PO) \$20,000

Total Cost of Service Contract and Blanket PO = \$76,333.43

City of Bloomington Contract and Purchase Justification Form

Vendor: Evenstime, INC

Contract Amount: \$76,333.43

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Evenstime is current vendor for all PARCS equipment. This is a service agreement for maintenance of all PARCS equipment

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

Evenstime is current vendor for all PARCS equipment. This is a service agreement for maintenance of all PARCS equipment

Ryan Daily

Parking Garage Manager

Public Works - Parking Services

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Evens Time, Inc.**

This Agreement, entered into on 9th day of November, 2021, with an effective date of the 1st day of January, 2022, by and between the City of Bloomington Department of Public Works (the "Department"), and Evens Time, Inc. ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: repair and service PARCS equipment, quarterly inspections, provide server and network support. These services will be performed at the Morton, Walnut, Trades, and 4th Street Garages. These services will be performed at the 4th, Morton, Walnut, and Trades District Parking Garages ("Services") for a set price of Seventy-Six Thousand, Three Hundred Thirty-Three Dollars and Forty-Three Cents (\$76,333.43). 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, 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 Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

EVENS TIME, INC.

John Hamilton, Mayor

Sherry Evens/Ken Evens

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF)

STATE OF INDIANA)
)SS:
COUNTY OF)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

EVENS TIME, INC.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



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

Date: 11/2/2021

Dear; Ryan

Thank you for the opportunity to provide you with a proposal for Annual Service Agreement. We have prepared this proposal based on our email on November 2, 2021.

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

Warm regards,

LoisAnn McDole
Director of Administration

Contact Information	
Site Name	City of Bloomington
Site Address:	245 W. 7 th Street, Bloomington, IN
Manager:	Ryan Daily
Manager Phone:	812-349-3844
Manager Email:	dailyr@bloomington.in.gov

Equipment:

Parking Equipment

Equipment Type	QTY
Express Parc	8
Gate	15
POF 7800	6
Ticket Dispenser	8
Total	22

Parker Intercom

Location	IN	OUT	POF	Devices
Walnut	1	2	1	4
Morton	2	2	2	6
Trades	2	2	1	5
4 th Street	3	2	2	7
Total	8	8	6	22

Scope of Work:

Maintenance Inspections - service inspections conduct inspections on all PARCS lane equipment, this would include but not limited to gates, entry/ exit terminal, fee computers, POF-pay on foot, card readers, AVI, LPR, Intercom, and high-speed rolling doors.

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

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

Guaranteed Response Time - Priority response from Evens Time based on the agreement 4 to 24 hours. Support hours response time are defined as M-F, 8am-5pm excluding holidays.

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

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

Parts Discount – All replacement Part billed at cost. This does not cover acts of God, vandalism, and personal property damage.

Extended Warranty – Failures resulting from faulty hardware are covered in the extended warranty. This does not cover acts of God, vandalism and normal wear and tear.

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

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

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

Exclusions

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

Please Make Selection:

☐ Billed Annually ☐ Billed Quarterly ☐ Billed Monthly

Billed one month in advance*

<u>Blanket for additional needs not covered under service contract</u>	
Annual	\$20,000

<u>Parker Intercom Agreement</u>					
Location	Walnut	Morton	4th Street	Trades	Total
Annual	\$17,724.30	\$24,895.20	\$26,789.40	\$19,618.50	\$89,027.40

<u>Gold Maintenance</u>	
4 Service Inspections per year priority service (within 4 hours), includes travel and replacement parts	
Annual Fees	\$56,333.43

**** Priority Services is Monday – Friday 8 am – 5 pm***

Total Annual Agreement	\$165,360.83
-------------------------------	---------------------

Customer Signature:

Date Signed:

Evans Time Signature:

Date Signed:

Terms and Conditions:

Maintenance agreement dated January 8th, 2021, between **Evens Time, Inc.**, an Indiana corporation having its principal place of business at 2475 Directors Row, Suite C, Indianapolis, IN 46241) and Roche, having its principal place of business at 9115 Hague Road, Indianapolis, IN 46250. EVENS TIME and Customer hereby agree that EVENS TIME shall provide maintenance service on the following terms and conditions for Customer's equipment specified on a Maintenance Order Form (as defined herein).

1. Maintenance Orders

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

2. Regular Service Hours

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

3. Effective Date and Term

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

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

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

4. Charges, Invoice, and Payments

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

4.2 Annual Maintenance Charges will be invoiced in advance each year on the first day of the Month in which the renewal date occurs and will be payable to EVENS TIME, INC. on or before the last day of the month of invoicing. Payment for the first year of service will be due by the first day of the quarter (in advance). e.g., quarter one would include August, September, and October. The first quarter's payment is due by July 1.

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

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

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

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

5. Maintenance Service

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

5.1 Scope of Maintenance Service

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

5.2 Maintenance Service Includes:

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

The average response time to a customer's site will be four (4) business hours for systems under direct EVENS TIME, INC. maintenance and within a 50-mile radius of an EVENS TIME, INC. Hardware Service Center. The four (4) hour response time will begin at the time EVENS TIME, INC. is notified of a maintenance requirement. If such

notice is given at the end of a day, the response not used that day is carried over to the next business day. Only Regular Service hours count toward the average response time.

5.3 Exclusions from Maintenance Service:

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

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

6. Renewal Process

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

7. Responsibility of Customer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Default

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

10. Governing Law, Dispute Resolution

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

11. General

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

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

12. Employment/Solicitation

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

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

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Concrete Services Agreement with Groomer
Construction for Recover Forward Project

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Date: November 9, 2021

Report:

Groomer Construction to extend agreement for concrete construction and repair services to sidewalks for the Recover Forward Project.

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$ 50,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

Groomer Construction extending contract \$50,000 for concrete construction and repair services for the the Recover Forward Project.

Joe VanDeventer

Print/Type Name

Joe VanDeventer

Print/Type Title

Street Department

Department

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

Date: November 4, 2021

To; Street Dept
1981 S. Henderson
Bloomington, Indiana 47401

To who it may concern Groomer Construction Inc will extend their contract for city sidewalk for additional \$50,000.00.

Thank You
Richard Groomer /President
Groomer Construction Inc.

Thank You,
Richard Groomer, President
Groomer Construction, Inc.

ADDENDUM #1 TO 2021 AGREEMENT

Between the

CITY OF BLOOMINGTON

And

GROOMER CONSTRUCTION, INC.

This Addendum #1 increases the not to exceed amount which will allow Groomer Construction, Inc., to perform additional concrete construction and sidewalk repairs for the Recover Forward Program, as follows:

1. On January 19, 2021, the Board of Public Works approved the 2021 Agreement with Groomer Construction, Inc., for concrete construction and sidewalk repairs for the Recover Forward Program.
2. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$150,000.00.
3. Addendum #1 will add an additional \$50,000 to the NTE cost of the Agreement, with a new not to exceed cost of \$200,000.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

GROOMER CONSTRUCTION, INC.

By: _____

Dana Henke, President
Board of Public Works

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____

By: _____

Name and Title

Date: _____

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

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

Article 1. Scope of Services Contractor shall provide concrete construction, maintenance and repair services during the summer months of 2021. The Contractor shall furnish all necessary labor and material. These services will be performed at a set price of: Fifty-Six Dollars and Fifty Cents (\$56.50) per foot for 6" beveled curb; Sixty-Five Dollars and Fifty Cents (\$65.50) per foot for 5' 6" monolithic sidewalk; Sixty Dollars (\$60.00) per foot for standard 5' sidewalk; and Seventy-Five Dollars and Fifty Cents (\$75.50) per foot for ADA compliant curb ramps (ADA plates to be supplied by the City). Contractor shall inform the Department contact listed in Article 22 of this Agreement when invoiced contract service work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 4 of this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe VanDeventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Contractor shall submit invoice(s) to the Department upon completion of the Services described in Article 1. The invoice(s) shall be sent to: Joe VanDeventer, Director, Street Operations, 1981 S. Henderson St., Bloomington, Indiana 47401. Invoices may be sent via first class mail postage prepaid or via

email. Payment will be remitted to Contractor within forty-five (45) days of receipt of an invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

X Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel

Groomer Construction, Inc.

Richard Groomer
Richard Groomer, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason
Adam Wason, Director

Dana Palazzo
Dana Palazzo, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 25th day of January, 2021.

Groomer Construction, Inc.

By: Richard Groomer
Signature

Richard Groomer/ President
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Richard Groomer and acknowledged the execution of the foregoing this 25th day of January, 2021.

Teresa K Groomer
Notary Public's Signature

My Commission Expires: July 15, 2022

My Commission Number: NP0655637

Teresa K Groomer

Printed Name of Notary Public

County of Residence: Monroe

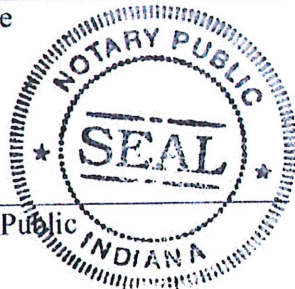


EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

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

Richard Groomer
Signature

Richard Groomer
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Richard Groomer and acknowledged the execution of the foregoing this 25th day of January, 2021.

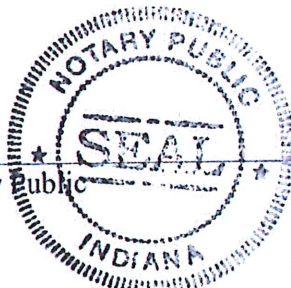
Teresa K Groomer
Notary Public's Signature

My Commission Expires: July 15, 2022

My Commission Number: NP0655637

Teresa K Groomer
Printed Name of Notary Public

County of Residence: Monroe





Board of Public Works Staff Report

Project/Event: Contract Service Agreement
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: November 9, 2021

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

Precision Concrete Cutting **\$ 50,000**

City of Bloomington Contract and Purchase Justification Form

Vendor: Precision Concrete, Inc.

Contract Amount: \$ 50,000

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

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

Joe VanDeventer

Print/Type Name

Joe VanDeventer

Print/Type Title

Street Department

Department



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.IndianaSafeSidewalks.com

November 4, 2021

City of Bloomington

Attn: Joe Van Deventer, Director of Street Operations
1001 S. Henderson
Bloomington, IN 47401

Phone: 317.343.3440 Cell: 317.327.3330 Email: vandeventer@bloomington.in.gov

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Proposal for City of Bloomington IN, 2021-2022**

Dear Sir,

We appreciate the opportunity to submit this proposal for the City of Bloomington. Total cost for this project will **not exceed \$50,000** based on an agreed scope and estimate upon review and acceptance of this proposal. **Please sign and return** or submit a valid purchase order referencing this proposal via fax to 317.343.3440 or email us at info@PCCMich.com

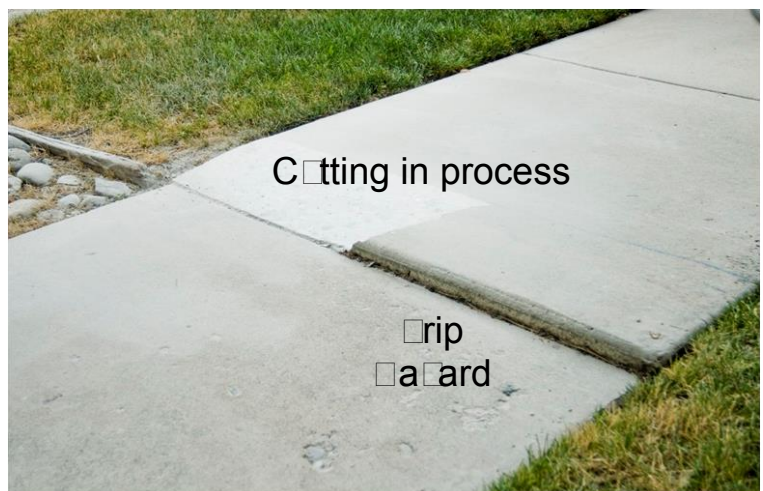
We will provide a copy for your files and have our proof of insurance (an COI) emailed directly to your attention or your insurance provider. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete surfaces across the nation for over 25 years. We are the industry leader in technology and price. PCC can reduce liability associated with uneven sidewalks and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC, it is the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan, Indiana, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk. While other methods of repair often leave a portion of the trip hazard, not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a ballpost or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while

performing the repairs and disposes of it as part of the service. Being a complete solution, no follow-on tasks are required of City of Bloomington staff. Sidewalks remain open with only minor disruption while PCC moves through an area performing the trip hazard removals.

As a member of the U.S. Green Building Council (USGBC), we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed**. For an average 5' x 5' panel weighs about 1,200 lbs. Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and innovative equipment to perform sidewalk repairs at a 70% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Bloomington over \$250,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a preconstruction planning meeting with the City of Bloomington designated contacts, assigning a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Deliverable Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and the cones are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff including project manager wears high visibility safety vests whenever they are outside their vehicle.



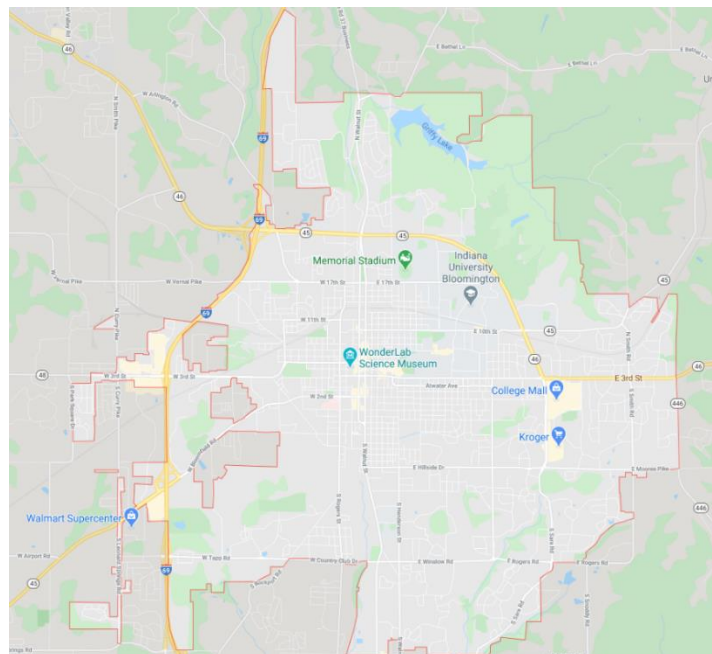
Scope and Cost

Precision Concrete Cutting (PCC) is proposing a Scope of Work (SOW) for the City of Bloomington to remove sidewalk trip hazards at select locations determined by the city. PCC would typically bill for this project at the rate of \$4.00 per linear foot of the trip hazard. PCC is estimating a cost of \$63,889. However, with the 2021 municipal discount pricing applied, **total cost for this project will not exceed \$50,000**.

The sidewalk trip hazards are defined as differentials in the sidewalk of 3/8" high up to (including) 1.5" high. Trip hazards will be eliminated leaving a maximum running slope/ramp of 1:4 as permitted to meet ADA requirements. **For this project, it is estimated that PCC will correct about 1,000 trip hazards requiring up to 1,300 linear feet of cutting.**

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	Estimated # of Trip Hazards to be Cut	Estimated Linear Feet	Inch Feet	Cost
1	Area determined by City	0	200	744	27.00	\$12,200.00
2	Area 2 determined by City as budget allows	0	200	740	27.50	\$12,750.00
3	Area 3 determined by City as budget allows	0	200	740	27.50	\$12,750.00
4	Area 4 determined by City as budget allows	0	200	740	27.50	\$12,750.00
5	Area 5 determined by City as budget allows	0	200	740	27.50	\$12,750.00
		Totals	0	1,004	1,388.89	\$63,888.89
					Additional Services:	\$0.00
					Travel and Expenses:	\$0.00
					Municipal Discount:	\$13,888.89
				Net Proposed Total:		\$50,000.00

2021 Municipal discount will apply if project accepted prior to December 31, 2021 and completed by April 30, 2022 weather permitting.



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, Utah. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described in the following patent numbers:

US Patent No. 27,074
US Patent No. 7,000,004
US Patent No. 7,000,005

US Patent No. 7,143,700
US Patent No. 7,201,444
US Patent No. 7,402,005

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Indiana using this technology.

Invoicing

Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Bloomington additional fees for mobilization, setup, cleanup or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required. The City of Bloomington's itemized list provides the City of Bloomington with a complete and accurate summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City of Bloomington to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long-term relationship in which we can help the City of Bloomington achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Rick Anderson, Business Development Manager, Indiana
and **Mark Bonkowski** (President)

Precision Concrete, Inc.

1000 Oldene Drive
Moline, IL 61401

(317) 618-0611 Cell

1-800-403-1140 Office
1-800-525-5100 Fax

Federal ID #: 00-013400

Customer

Authorized signature / date

printed name / title

ADDENDUM #1 TO 2021 AGREEMENT

Between the

CITY OF BLOOMINGTON

And

PRECISION CONCRETE, INC.

This Addendum #1 increases the not to exceed amount which will allow Precision Concrete, Inc., to perform additional trip hazard elimination at various sidewalk locations, as follows:

1. On August 17, 2021, the Board of Public Works approved the 2021 Agreement with Precision Concrete, Inc., for elimination of trip hazards on sidewalks at various locations.
2. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$50,000.00.
3. Addendum #1 will add an additional \$50,000 to the NTE cost of the Agreement, with a new not to exceed cost of \$100,000.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

PRECISION CONCRETE, INC.

By: _____

Dana Henke, President
Board of Public Works

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____

By: _____

Name and Title

Date: _____

SERVICE AGREEMENT BETWEEN PUBLIC WORKS DEPARTMENT AND PRECISION CONCRETE, INC.

This Agreement, entered into on this 17th day of August, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and Precision Concrete, Inc. ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: remove trip hazards from uneven sidewalks and other concrete walkways within the City. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 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 Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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 Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** The invoice shall be sent to: Joe Van Deventer, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

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

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

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

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

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

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

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

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

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

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

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

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

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Precision Concrete, Inc., Attn: Bonnie K Bonkowski, 189⁶~~7~~ Goldeneye Drive, Holland, MI 49424 ^{PBB}

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel

Adam Wason
Adam Wason, Director, Public Works Department

Dana Henke
Dana Henke, President, Board of Public Works

PRECISION CONCRETE, INC.

Bonnie K Bonkowski
Bonnie K Bonkowski, Chief Financial Officer

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF ~~INDIANA~~ Michigan)
)SS:
COUNTY OF Ottawa)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the CFO of Precision Concrete, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Bonnie Bonkowski
Signature

Bonnie Bonkowski
Printed Name

STATE OF ~~INDIANA~~ Michigan)
)SS:
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, personally appeared Bonnie Bonkowski and acknowledged the execution of the foregoing this 23rd day of August, 2021.

Lori L. Khodl
Notary Public Printed Name

Lori L. Khodl
Notary Public's Signature

My Commission Expires: _____
LORI L. KHODL
Notary Public, State of Michigan
County of Ottawa
My Commission #: _____
My Commission Expires May 12, 2024
Acting in the County of Ottawa

County of Residence: Ottawa

EXHIBIT B

STATE OF ~~INDIANA~~ ^{Michigan})
) SS:
COUNTY OF Ottawa)

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 23rd day of August, 20 21.

PRECISION CONCRETE, INC.

By: Bonnie Bonkowski
Bonnie Bonkowski, CEO

STATE OF ~~INDIANA~~ ^{Michigan})
) SS:
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, personally appeared Bonnie Bonkowski and acknowledged the execution of the foregoing this 23rd day of August, 2021.

Lori L. Khodl
Notary Public Printed Name

Lori L. Khodl
Notary Public's Signature

My Commission Expires: Notary Public, State of Michigan
County of Ottawa
My Commission Expires May 12, 2024
Acting in the County of Ottawa

County of Residence: Ottawa

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Renewal #2 to Asphalt Materials Contract
w/Milestone Contractors, LP

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Date: November 9, 2021

Report:

This is Renewal #2 to the 2020 asphalt materials contract with Milestone Contractors, L.P. Pricing covered under the original contract will remain the same for the 2022 paving season.

E&B Paving, LLC (Secondary Provider) declined to renew 2020 pricing.

☒ Milestone Contractors, LP

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 47.50
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 46.00
+/- 200 Tons	Base (#5)	\$ 45.00
+/- 200 Tons	Cold Mix	\$ 120.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 6.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 3.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$600,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☒

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: 2

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

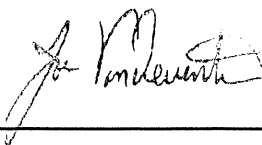
☐☒

Contract renewal from 2020 bid documents that were approved at Board of PW meeting on 2/18/2020.

3. State why this vendor was selected to receive the award and contract:

This is Renewal #2 to the 2020 asphalt materials contract with Milestone Contractors, L.P. Pricing covered under the original contract will remain the same for the 2022 paving season. E&B Paving, LLC (Secondary Provider) declined to renew 2020 pricing.

+/- 20,000 Tons Hot Mix (Surface #9 or #11) \$ 47.50
+/- 200 Tons Binder (Intermediate #8 or #9) \$ 46.00
+/- 200 Tons Base (#5) \$ 45.00
+/- 200 Tons Cold Mix \$ 120.00
+/- 8,000 Tons Recycled Asphalt Product (RAP) \$ 6.00 (Credit)
+/- 2,500 Gallons Tack Oil \$ 3.00



Print/Type Name

Joe VanDeventer

Print/Type Title

PW/Street

Department

Milestone



October 26, 2021

City of Bloomington Public Works
401 N Morton Street
Bloomington, In. 47402
Attn: Mr Dan Bitner

RE: 2022 BITUMINOUS F O B ASPHALT PRICING

Per your request Milestone Contractors, L.P. is willing to "ROLLOVER" the 2020 Bituminous F O B asphalt and milling bid at the same prices as last year. We have attached those prices for your review. This is in compliance with your specifications according to last year's contract documents.

On behalf of Milestone Contractors, L.P. we do appreciate the working relationship with City of Bloomington and their representatives and look forward to further projects and opportunities.

If you have any questions or concerns please feel free to call my office # at (812) 355-2683 or my cell phone # at (812)-699-2170

Sincerely,
MILESTONE CONTRACTORS, L.P.

Rob Rood, Area Asphalt Manager



•Equal Opportunity Employer•

Milestone Contractors, L.P.
4755 W. Arlington Rd. Bloomington, IN 47404 (812) 330-2037 fax (812) 330-2118

**CITY OF BLOOMINGTON
BID FORM**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$120.00	\$24,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$47.50	\$950,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$46.00	\$9,200.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$45.00	\$9,000.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$3.00	\$7,500.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements. Specifications can be found at: <https://www.in.gov/dot/div/contracts/standards/book/sep19/sep.htm>

**BITUMINOUS MATERIALS
RECYCLED ASPHALT PRODUCT (RAP)**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$6.00	\$48,000.00



Danna Workman <workmand@bloomington.in.gov>

Fwd: 2022

1 message

Joe VanDeventer <vandevej@bloomington.in.gov>
To: Danna Workman <workmand@bloomington.in.gov>

Thu, Nov 4, 2021 at 7:56 AM

----- Forwarded message -----

From: **Todd Hoops** <todd.hoops@ebpaving.com>
Date: Wed, Nov 3, 2021 at 4:58 PM
Subject: Re: 2022
To: Joe VanDeventer <vandevej@bloomington.in.gov>

Joe,

Unfortunately, E&B cannot renew the 2020 City of Bloomington FOB asphalt mix prices for the second time due to the extreme price increases of liquid asphalt that we are currently experiencing.

Please advise if Milestone is renewing or if you will be bidding the package for 2022.

If the package is not going to be re-bid, E&B will gladly supply the City any needed mix for the current gate price at the time of purchase in 2022.

Thanks,

Todd Hoops
Bloomington Area Manager
E&B Paving, LLC
2520 W Industrial Park Drive
Bloomington, Indiana 47404
Office: (812) 334-7940
Cell: (812) 305-0755
todd.hoops@ebpaving.com
www.ebpaving.com



The information in this email is confidential. Access to this email by anyone else is unauthorized. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you've received this email in error, and delete the copy you received. The recipient should check this email and any other attachments for the presence of viruses, as E&B Paving accepts no liability for any damage caused by any viruses transmitted by this email. Further, E&B paving accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing.

On Wed, Nov 3, 2021 at 2:35 PM Joe VanDeventer <vandevej@bloomington.in.gov> wrote:

Todd,
Would be interested in being are secondary provider for 2022 paving season?

Thank you
Joe VanDeventer



Board of Public Works Staff Report

Project/Event: Freezefest

Petitioner/Representative: Amanda D'Agostino

Staff Representative: April Rosenberger

Meeting Date: November 09, 2021

Event Date: January 17-22, 2022

This request is for street closures for an ice carving festival. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Maker Way in the Trades District. A game zone comprised of games (corn hole, ping pong, etc.) made entirely of ice is planned for Madison Street. There will be 2 outdoor fireplaces/pits on the lower Mill plaza. Friday night there will be a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chili cook off at The Mill, 5 carving demos, mainly along the B-line trail, and other supporting activities provided by community partners like Boys and Girls Club & Bloomington Parks and Recreation. The Festival spans 6 days and is being sponsored by Visit Bloomington, Dimension Mill, Inc., and Cook Medical.

Attached are maps detailing road closures, waste management plan, and traffic plan.

Freezefest will notify and is working with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and has notified residents and businesses in the surrounding area.



SPECIAL EVENT APPLICATION

City of Bloomington
 Department of Economic and Sustainable Development
 111 North Morton Street Suite 100
 Bloomington, Indiana 47404
 317-335-3111
 Department of Public Works
 111 North Morton Street Suite 100

1. Applicant Information

Contact Name:	Amanda D'Agostino		
Contact Phone:	262-745-4234	Mobile Phone:	262-745-4234
Title/Position:	Chair		
Organization:	Treefest		
Address:	4200 Madison St Bloomington, IN 47404		
City, State, Zip:	Bloomington, IN		
Contact E-Mail Address:	ahmabrey@gmail.com		
Organization E-Mail and URL:	treefest.com		
Org Phone No:	317/	Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Visit Bloomington		
Address:	255 Walnut St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	mike@visitbloomington.com Mike Coffey		
Phone Number:	317-334-0000	Mobile Phone:	
Organization Name:	Dimension Bill Inc / Pat East		
Address:	4200 Madison St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	PatEast@cofoundventures.com Pat East		
Phone Number:		Mobile Phone:	
Organization Name:	Cook Medical		
Address:	750 Daniels Ave		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	DerekRollins@cookmedical.com Derek Rollins		
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	January 17, 2022 tear down - Jan 22 and 23 (if needed)	
Time of Event:	Date: 1/17/2022 Start: 9am Date: 1/22/2022 End: 10 pm	
Setup/Teardown time Needed	Date: 1/17/2022 Start: 9am Date: 1/23/2022 End: 12 pm	
Calendar Day of Week:	Monday <input checked="" type="checkbox"/> Sunday	
Description of Event:	This is an Ice Carving Festival. This is the second annual Freezefest – a winter festival for Bloomington. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Baker St. in the Trades District. The game zone comprised of games like corn hole, ping pong, etc. made entirely of ice is planned for Madison Street. We will have 2 outdoor fireplaces/pits on the lower end. We will place a fire pit at night. We will host a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chili cook off at the Upland. 5 carving demos mainly along the Blaine trail and other supporting activities provided. Community partners like Boys and Girls Club and Bloomington Parks and Rec.	
List of Street Closures (If applicable)	Baker St. from Rogers St. to Madison St. Monday Sunday Madison Street from 10 th Street to 11 th Street Thursday Sunday	
Expected Number of Participants:	250-300 people at any given time observing sculptors In the Trades District area. 500-1000 at the Fri eve Stage Show at Upland.	Expected # of vehicles (Use of Parking Spaces to close): Attendees will use available public parking to attend event. We are not requesting to close any parking spaces for the event at this time

4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

5. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

Note: Leslie Brinson from Parks and Rec is serving on our event committee and she will be handling any Parks and Rec approvals that we may need for B-line trail, S□ park, and Peoples Park as part of this event. We have not solidified those plans yet.

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	<input type="checkbox"/> ree <input type="checkbox"/> efest		
Location of Event:	<input type="checkbox"/> pland Bre <input type="checkbox"/> ing		
Date of Event:	1/21/2022	Time of Event:	Start: 7p
Calendar Day of Week:	<input type="checkbox"/> rida <input type="checkbox"/>		End: <input type="checkbox"/> p
Description of Event:	Live Ice Carving Stage Sho <input type="checkbox"/>		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Amanda D'Agostino		
Organization:	Free <input type="checkbox"/> efest	Title:	Chair
Physical Address:	<input type="checkbox"/> 42 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> adison St <input type="checkbox"/> Bloomington <input type="checkbox"/> <input type="checkbox"/> 47404		
Email Address:	ahmabrey@gmail.com	Phone Number:	262-745-4234
Signature:	<i>Amanda D'Agostino</i>	Date:	Oct 20 <input type="checkbox"/> 2021

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

_____ Dana Henke, President	_____ Beth H. Hollingsworth, Vice-President
_____ Date	_____ Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template

Event name: Freeze Fest

Number of expected attendees: 100-150 at any given time in Trades District 100-150 at Stage Show

Number of food vendors: TBD

Number of other vendors: _____

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Derek Rollins is leading our Site Logistics committee and will be the designated waste and recycling manager

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas such as dumpsters and the path for access by waste haulers. **SEE ATTACHED**

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.
ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
Containers	Recycling/composting/etc
Recycled paper	Recycling in on-site designated bins staffed by volunteers
Food waste	Composting bins/waste bins/etc

*Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed by paid staff or volunteers waste management stations to ensure that materials are separated according to the waste and recycling management plan.

We will have specific volunteers assigned to waste management each day of the event. They will monitor the fullness of cans and empty as needed and will assist attendees with proper disposal. Tagged waste and recyclables will be collected in the waste containers provided by The Mill and will be serviced by the hauling company who provides the containers. We will have a separate roll off container for bulky wastes generated by the carvers (cardboard, shrink wrap, etc). We will separate out recyclable cardboard and place in recycling container at The Mill.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

□ e will provide volunteer training and will include waste management in that training □ e will work directly with the ice carvers to educate and assist them with what to do with their waste materials and will have sta □ on-site during event to monitor compliance □

□ aterials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

□ small dumpsters □ or bulky trash and recyclables

□ Trash cans and liners

□ Recycling □ ins and liners

Signage □ or all

Designation o □ duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

Derek Rollins – lead □ or site logistics □ including waste management □

Amanda D'Agostino and Hayley Eastwood – leads □ or volunteer coordination

□ ordan Davis – lead □ or □ ood vendors □ ood trucks

Dear _____,

We will be hosting **FreezeFest**, an ice sculpting event, January 17-22 2022 in the Trades District, specifically on Maker Way and N. Madison Street outside of The Mill.

The Board of Public Works will hear our request for a Special Event in Public Right Right of way on DATE. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m. The proposal for FreezeFest will be on file and may be examined in the Public Works office on the Friday prior to the meeting.

Please feel free to reach out to me with any questions you may have. My number is 262-745-4234 or email ahmabrey@gmail.com.

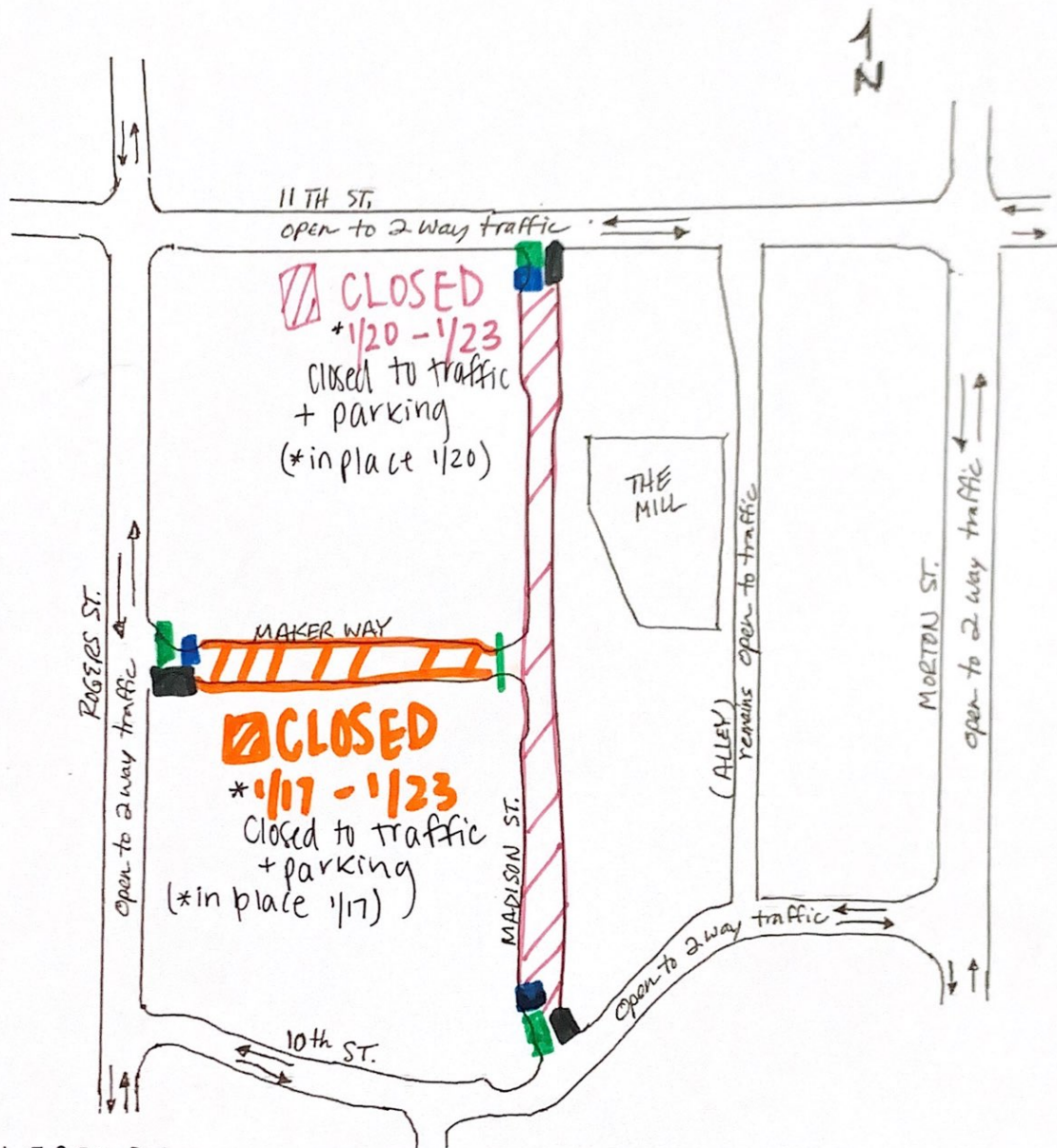
You may also contact the Department of Public Works at 812.349.3410 or email public.works@bloomington.in.gov.

Thank you!

Amanda D'Agostino, Special
Event Manager and Chair
FreezeFest Executive Committee

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Autumn Salamack Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546



LEGEND:

- Typelll barricades (2) Road closed signs on each
- Jersey barricades (water)
- Parked Vehicle - remain in place during closure

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-63**

FREEZEFEST

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, Amanda D’Agostina, Chair of Freezefest, would like to have the City close the following City streets: Maker Way from Rogers Street to Madison Street (Monday, January 17, 2022 at 8 a.m. through Sunday, January 23, 2022 at 12 p.m., and Madison Street from 10th Street to 11th Street (Thursday, January 20, 2022 to Sunday, January 23, 2022 at 12:00 p.m.) in order to conduct a Special Event: Freezefest; and,

WHEREAS, Freezefest has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

WHEREAS, the City desires to close said streets in order to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets: Maker Way from Rogers Street to Madison Street (Monday, January 17, 2022 at 8 a.m. through Sunday, January 23, 2022 at 12 p.m., and Madison Street from 10th Street to 11th Street (Thursday, January 20th to Sunday January 23, 2022 at 12:00 p.m.) shall be temporarily closed to motor vehicles to conduct Freezefest as indicated on the attached Freezefest Map.
2. Freezefest shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Freezefest shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Freezefest shall obtain, and place at Freezefest’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Freezefest shall not close the streets until 8:00 a.m. on Monday, January 17, 2022 and shall remove barricades and signage by 12:00 p.m. on Sunday, January 23, 2022.
4. Freezefest shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. Freezefest shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 12:00 p.m. on Sunday, January 23, 2022.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of Freezefest.
8. Freezefest shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Freezefest shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Freezefest, a copy of which Freezefest agrees to submit to the City at least thirty (30) days prior to the beginning of Freezefest.
10. In the event Freezefest allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

11. Freezefest, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

12. _____, a duly authorized representative of Freezefest, represents that he/she is fully empowered by proper action of Freezefest to bind Freezefest to the terms and conditions set forth in this Resolution and does so bind Freezefest by his/her signature set forth below.

ADOPTED THIS 09TH DAY OF NOVEMBER, 2021.

BOARD OF PUBLIC WORKS:

FREEZEFEST

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Kyla Cox Deckard, Secretary

Title

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/5/2021	Payroll				469,230.11
					<u>469,230.11</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 469,230.11

Dated this 9th day of November year of 2021.

_____	_____	_____
Dana Henke, President	Beth H. Hollingsworth, Vice President	Kyla Cox Deckard, Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Revised Amendment 2 to LPA-Consulting Contract with Lochmueller Group, Inc. for the 17th Street (Monroe to Grant) Multimodal Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 11/09/2021

Report: This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction (\$2,052,000 in federal funds). Construction of this project is expected in 2022.

Lochmueller Group, Inc. is currently under contract for preliminary engineering services. This addendum will add services for Phase II Environmental Site Assessments. This addendum also decreases the Subsurface Utility Engineering fee such that the total contract not-to-exceed amount of \$839,745 remains unchanged. Note that this amendment was previously approved by the Board on 10/12/2021 with an incorrect fee amount. The original amendment was not fully executed, and this revised amendment will take its place.

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract*	Approved	11/09/2021
ROW Services Contract*	Approved	5/25/2021
Public Need Resolution	Approved	5/11/2021
Construction Inspection Contract	Future	2021
Construction Contract	N/A**	2022

* Amendment 1 updates the original 8/6/2019 design services contract to include ROW services, 5/25/2021. Amendment 2 updates to include Phase II ESAs, originally approved 10/12/2021, revised amendment 11/9/2021.

**Construction contracts for federally funded projects are approved and managed by INDOT.

City of Bloomington Contract and Purchase Justification Form

Vendor: Lochmueller Group, Inc.

Contract Amount: \$839,745

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input checked="" type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 24

Yes	No
-----	----

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was scoring grid used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

The RFQu was issued seeking statements of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms are currently on the City's pre-approved engineering consultant list. Lochmueller Group was previously selected for this particular project based on their expertise.

3. State why this vendor was selected to receive the award and contract:

Lochmueller Group was selected to design this project from the City's pre-approved engineering consultant list due to their expertise as well as the efficiencies gained by the work they had already completed at the 17th-Kinser intersection.

 Neil Kopper

 Senior Project Engineer

 Engineering

Print/Type Name

Print/Type Title

Department

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2021 BY AND BETWEEN THE CITY OF BLOOMINGTON, HEREINAFTER REFERRED TO AS LPA AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS CONSULTANT.

WITNESSETH

WHEREAS, the LPA and CONSULTANT did on August 6, 2019 enter into an Agreement to provide services for the 17th Street Multimodal Improvements from Monroe Street to Grant Street, INDOT DES No: 190042, and

WHEREAS, it has been determined that a Phase II Environmental Limited Subsurface Investigation has become necessary where improvements are proposed at the intersection of N. Madison Street and W. 17th Street, and

WHEREAS, the LPA desires to have CONSULTANT perform the Phase II Environmental Limited Subsurface Investigation, and

WHEREAS, the CONSULTANT has expressed an interest in providing the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. Section IV Compensation on page one of the original Contract is modified as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$839,745.00**.

II. Item 15.0 Phase II Environmental Limited Subsurface Investigation is added to Appendix "A" as follows:

15.0 PHASE II ENVIRONMENTAL LIMITED SUBSURFACE INVESTIGATION (LSI)

CONSULTANT shall perform or cause to have performed, a Phase II Environmental Limited Subsurface Investigation at the location of the proposed improvements near the North Madison Street/West 17th Street intersection. The LSI shall include the following:

- 15.1 Obtaining utility clearance
- 15.2 Preparation and submittal of the proposed work plan to the City of Bloomington and INDOT.
- 15.3 Advancing up to four (4) soil borings, two (2) to a depth of 20 feet or probe refusal, and two (2) to a depth of 6 feet.
- 15.4 Collect soil samples from each boring, classify by soil type and field screen for contamination using photo-ionization detector (PID) each two-foot interval.
- 15.5 Collect groundwater samples from the two 20-foot deep borings.

- 15.6 Perform laboratory analysis of the collected soil and groundwater samples.
- 15.7 Prepare a letter report summarizing the LSI activities, describing the results of the laboratory analyses and providing recommendations for special soil or groundwater handling during future development.

III. Items 1.1, 1.2 and 1.3 of Appendix “D” are modified as follows:

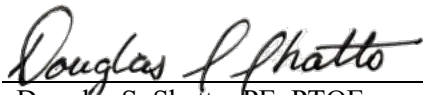
- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Contract in the amount of a total fee not-to-exceed Eight Hundred Thirty-Nine Thousand Four Hundred Seventy-Five Dollars (\$839,475.00), unless an amendment to this Contract is approved in writing by the LPA.
- 1.2 The CONSULTANT shall receive compensation for providing the services set forth in Items 1.0 through 8.0, inclusive, and 15.0 of Appendix “A” on a lump sum basis in accordance with the following schedule:
 - 1.2.1 Topographic Survey Data Collection\$47,100.00
 - 1.2.2 Environmental Document\$49,300.00
 - 1.2.3 Public Involvement
 - 1.2.3.1 Public and Property Owner Meetings\$12,000.00
 - 1.2.4 Water Resource/Stormwater Permitting\$7,100.00
 - 1.2.5 Road Design and Plans.....\$257,900.00
 - 1.2.6 Traffic Signal Design and Plans.....\$15,900.00
 - 1.2.7 Project Management/Project Website Update\$14,700.00
 - 1.2.8 Utility Coordination\$20,000.00
 - 1.2.9 Phase II Limited Subsurface Investigation\$7,362.00
- 1.3 The CONSULTANT shall receive payment for Subsurface Utility Engineering services performed under Item 9.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth below. The total payment for these services shall not exceed \$8,933.00, unless approved by the LPA.
 - 1.3.1 SUE Locating/Test Holes (unit)-A\$600.00/hole
 - 1.3.2 SUE Maintenance of Traffic 4 (unit).....\$1,400.00/day
 - 1.3.3 SUE Mobilization (Traffic Maintenance).....\$115.00/day
 - 1.3.4 SUE Mobilization (Vac).....\$200.00/day
 - 1.3.5 SUE Per Diem.....\$150.00/day

Except as herein modified, changed, and amended, all terms and conditions of the original Agreement dated August 6, 2019 and Amendment No. 1 dated May 25, 2021 shall continue in full force and effect.

This Amendment No. 2 neither increases or decreases the original not-to-exceed fee of \$839,745.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 2 effective the day and year first above written.

LOCHMUELLER GROUP, INC.



Douglas S. Shatto, PE, PTOE
President/Chief Operating Officer

Attest:



Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

Dana Henke
President

Beth H. Hollingsworth
Vice President

Kyla Cox Deckard
Secretary

John Hamilton
Mayor



Board of Public Works Staff Report

Project/Event:	Request from Property Sure Construction for Dumpster/POD Placement in Right of Way
Staff Representative:	Emily Herr
Petitioner/Representative:	Aliza Cazzell, Property Sure Construction
Date:	November 9, 2021

Property Sure Construction is requesting to use 2 metered parking spaces for dumpster storage between the date of board approval with a completion date of no later than 11/12/2021. The contractor is performing interior work at 106 W 6th Street. This extension requires BPW approval since it exceeds 14 days total. The contractor has already paid for the original permit and will pay for the requested extension through the Controller's Office if approved.



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

☐ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: 106 6th Street, Bloomington, IN 47404

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: <u>Aliza Cazzell on behalf of Property Sure</u>	<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD
E-MAIL: <u>acazzell@projectcorporate.com</u>	<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>Property Sure Construction</u>	<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER
ADDRESS: <u>2206 N. Street</u>	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet.
CITY, STATE, ZIP: <u>Bedford, IN 47421</u>	
24-HR EMERGENCY CONTACT NAME: <u>Derek Neff</u>	E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
24-HR CONTACT PHONE #: <u>812-797-3436</u>	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
INSURANCE #*: _____ COMPANY: _____	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?
BOND#*: _____ COMPANY: _____	PROJECT NAME: _____
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	PROJECT #: _____
SUBCONTRACTOR INFORMATION	PROJECT MGR.: _____
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT MGR. #: _____
COMPANY NAME: _____	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY
B. WORK DESCRIPTION:	G. EXCAVATIONS:
<input checked="" type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____	SQ FT OF PAVEMENT* EXCAVATIONS : _____
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
C. RIGHT OF WAY TO BE USED/CLOSED:	SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____
STREET NAME 1: _____	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
1ST INTERSECTING STREET NAME: _____	LINEAL FT OF BORE*: _____
2ND INTERSECTING STREET NAME: _____	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	# OF POLE INSTALLATIONS/REMOVAL: _____
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: _____
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: _____ END DATE: _____ # OF DAYS*: _____	SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____
STREET NAME 2: _____	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
1ST INTERSECTING STREET NAME: _____	#RESIDENTIAL DRIVEWAY INSTALLATION: _____
2ND INTERSECTING STREET NAME: _____	<p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.
START DATE: _____ END DATE: _____ # OF DAYS*: _____	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	PRINT NAME: <u>Aliza Cazzell</u>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	SIGNATURE: <u>Aliza Cazzell</u>
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>	DATE: <u>11/8/2021</u>
REQUESTED CLOSURE HOURS: _____ AM - _____ PM	
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

November 9, 2021

Board of Public Works

City of Bloomington

401 North Morton Street

Bloomington, IN 47404

Re: 106th 6th Street, Bloomington, IN 47404

Dear Board Members,

Property Sure Construction is currently rehabbing the property 106 6th Street. We currently have a parking permit to occupy 2 spaces for our dumpster and supply vehicle however it expired on 10/25/2021. Unfortunately, due to unforeseen circumstances our renovations will take longer than the original permitted time frame. We are requesting a 3 week extension with a completion date no later than 11/23.

Property Sure Construction will continue to abide by all parking regulations. Thank you for your consideration and help with this urgent matter.

Kind regards,

Aliza Cazzell

Property Sure Construction
acazzell@projectcorporate.com

3802 E. Third Street

Bloomington, IN 47404

From: CITY OF BLOOMINGTON <noreply@gge4mailer.com>
Sent: Tuesday, October 26, 2021 3:43 PM
To: Aliza Cazzell <acazzell@projectcorporate.com>
Subject: Transaction Receipt from CITY OF BLOOMINGTON

This is the receipt for your purchase at City of Bloomington Parking Payments.

Order Information

Quantity	Item	Unit		Price
1	Permit PDMDT20211008: Balance Due	490.00	USD	490.00
		Total	USD	490.00

This order is now complete. Transaction approved!

Here is your receipt:

===== TRANSACTION RECORD =====

CITY OF BLOOMINGTON

[401 N MORTON ST](#)

[BLOOMINGTON, IN 47404](#)

[United States](#)

[WWW.BLOOMINGTON.IN.GOV](#)

TYPE: Purchase

ACCT: American Express \$ 490.00 USD

CARDHOLDER NAME : Aliza Cazzell

CARD NUMBER : #####1000

DATE/TIME : 26 Oct 21 15:43:18

REFERENCE # : 001 0234705 M

AUTHOR. # : 132361

TRANS. REF. : 1479051

Approved - Thank You 100

Please retain this copy for your records.

Cardholder will pay above amount to
card issuer pursuant to cardholder
agreement.

=====



Board of Public Works Staff Report

Project/Event: Request to approve Resolution 2021-61 agreement for the encroachment of awnings, building canopy, and bicycle racks in the Right-of-Way at The Bentley

Staff Representative: Emily Herr

Petitioner/Representative: Bailey 8, LLC / Studio Three Design

Date: November 9, 2021

Report: Bailey 8, LLC is requesting approval to encroach into the right-of-way with fabric awnings, the building canopy, and bicycle racks associated with a new development at 650 N. College Ave (The Bentley). The fabric awnings encroach into the right of way along E 11th Street and N College Avenue. The building canopy and bicycle racks encroach in the right-of-way along N College Avenue.



November 2, 2021

Board of Public Works
401 N. Morton St.
Bloomington, IN 47403

RE: Encroachment Items
650 N. College Ave.

Board Members,

Below is a description of the items of encroachment that have been indicated on the attached site plan and building elevation as being located in the public right of way.

1. Building Canopy

A metal building canopy is located on the Southwest corner of the building on the lower level. This canopy is 12'-0" wide and extends over the property line approximately 1'-6" at a height of 9'-0" above finished grade.

2. Fabric Awnings

There are (2) fabric awnings on the Northwest corner of the building that extend into the right-of-way. Both awnings are 9'-0" wide. The awning on the West side of the building extends over the property line approximately 2'-8" at a height of 11'-8" above finished grade. The awning on the North side of the building extends over the property line approximately 2'-6" at a height of 10'-0" above grade.

3. Bike Racks

The development has (3) ground mounted bicycle "U" racks located between the public sidewalk and the street along College Ave. These bike racks are bolted to the ground and can be removed if needed in the future.

Attached please find a site plan showing the location of each item listed above as well as (2) photos of the building with the above referenced encroachments identified. Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,

STUDIO 3 DESIGN, INC.

A handwritten signature in black ink, appearing to read 'J. Zach Bode', written over a horizontal line.

J. Zach Bode


DULY ENTERED
FOR TAXATION

OCT 02 2019

Catherine Smith

Auditor Monroe County, Indiana
Mail Tax Statements to:

601 N College Ave Suite 1
Bloomington, IN 47404

2019014351 QC \$25.00
10/02/2019 10:52:42A 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented


QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH that SMALL TOWN PROPERTIES, LLC, an Indiana limited liability company, of Monroe County, in the State of Indiana, RELEASES and QUIT CLAIMS to, BAILEY 8, LLC, an Indiana limited liability company of Monroe County, in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Monroe County, in the State of Indiana, to-wit:

Lots numbered Thirty-One (31) and Thirty-Two (32) in Hunter's Addition to the City of Bloomington, Indiana, as shown on the plat there of recorded in Plat Cabinet B, Envelope 3, in the office of the Recorder of Monroe County, Indiana.

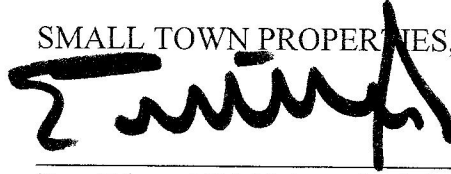
Parcel Number: 013-37950-00 (53-05-33-206-030.000-005)
Commonly known as 650 N. College Avenue, Bloomington, Indiana 47404

SUBJECT TO THE FOLLOWING:

1. All covenants, conditions, easements and restrictions of record.
2. Taxes for the year 2018 due and payable in November 2019 and all subsequent taxes and assessments.

Dated this 1st day of October, 2019

SMALL TOWN PROPERTIES, LLC



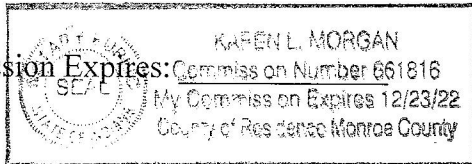
By: Edward W. Najam, Jr., Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

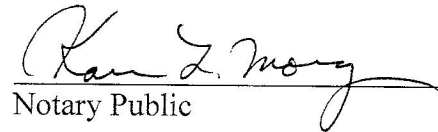
Before me, a Notary Public in and for said County and State, personally appeared, Edward W. Najam, Jr., Managing Member of SMALL TOWN PROPERTIES, LLC, who acknowledged execution of the above and foregoing ~~Quit Claim~~ Deed this 15th day of October, 2019.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: Commission Number 661816
My Commission Expires 12/23/22
County of Residence Monroe County



Residing in _____ County

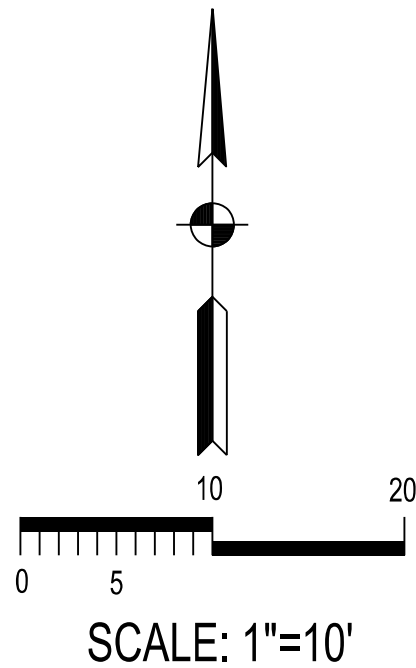
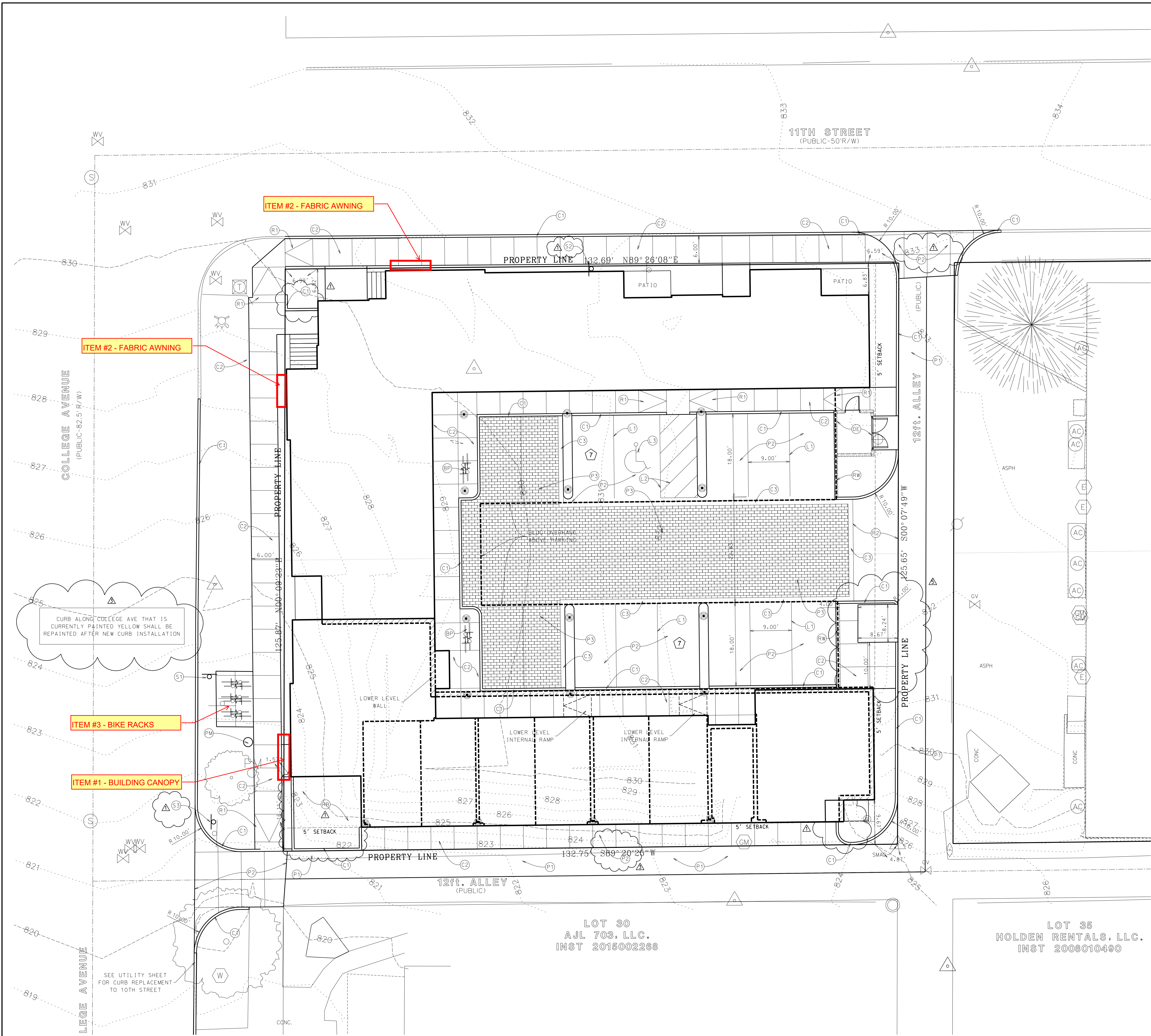

Notary Public

Printed Name

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael L. Carmin

This instrument prepared by Michael L. Carmin, Attorney at Law, CarminParker, PC, A Professional Corporation, 116 W. 6th Street, Suite 200, P.O. Box 2639, Bloomington, IN 47402-2639

416377/56273-01AT



SITE LEGEND

- DRAINAGE EASEMENT 10' DE
- UTILITY EASEMENT 10' DE
- DR. & UT. EASEMENT 10' DE
- 2" ROLL CURB
- 2" CURB AND GUTTER
- 6" STANDING CURB
- CONCRETE SIDEWALK
- HANDICAPPED RAMP
- HANDICAPPED RAILING
- RET. WALL (CONCRETE)
- RET. WALL (MASONRY)
- RET. WALL (STONE)
- RET. WALL (WOOD)
- FENCE (BARB WIRE)
- FENCE (CHAIN LINK)
- FENCE (SMOOTH WIRE)
- FENCE (POST & RAIL)
- FENCE (WOOD SLAT)
- GUARD RAIL
- PROPOSED STREET TREE
- BOLLARD
- DUMPSTER (WOOD)
- DUMPSTER (MASONRY)

MATERIALS LEGEND

- P1 1.5" HMA RESURFACE
- P2 6" THICK 4000 PSI CONCRETE ON 6" COMPACTED AGGREGATE BASE #53
- P3 HYDRABRICK PRECAST CONCRETE PAVER
- C1 6" STANDING CURB
- C2 CONCRETE SIDEWALK - WIDTH VARIES 4" THICK CONCRETE 4" COMPACTED AGGREGATE BASE #53, TYPE "0"
- C3 CONCRETE EDGE RESTRAINT
- DE MASONRY DUMPSTER ENCLOSURE (REFER TO ARCHITECTURAL PLANS FOR DETAIL)
- L1 LINE, PAINT, SOLID, WHITE, 4"
- L2 LINE, PAINT, SOLID, BLUE, 6"
- S3 SYMBOL, PAINT, BLUE, INTERNATIONAL SYMBOL OF ACCESSIBILITY
- R1 ACCESSIBLE RAMP, PARALLEL
- BP CLASS II BICYCLE PARKING "HOOP RACK"
- RB RAIN GARDEN BASIN
- RW RETAINING WALL
- PM RELOCATE EXISTING PARKING METER

- S1 RELOCATE CITY PARKING METER SIGN PER DETAIL E 802-SNGS-09 UNREINFORCED ANCHOR BASE, POST TYPE 1
- S2 RELOCATE CITY NO PARKING SIGN PER DETAIL E 802-SNGS-09 UNREINFORCED ANCHOR BASE, POST TYPE 1
- S3 RELOCATE CITY ONE WAY SIGN PER DETAIL E 802-SNGS-09 UNREINFORCED ANCHOR BASE, POST TYPE 1

SMITH DESIGN GROUP
CIVIL ENGINEERING - LAND SURVEYING
2705 E. Canal St. Suite 101 Bloomington, IN 47401
(812) 336-6536 - smith@sgn.com

REGISTERED PROFESSIONAL ENGINEER
NO. PE1690307
STATE OF INDIANA
Katherine Elizabeth Steiner
CERTIFICATION DATE 10/27/20

JOB TITLE
THE BENTLEY
650 N COLLEGE AVENUE
BLOOMINGTON, INDIANA

REVISIONS	BY	DATE
ADD #1 ADDED S2, S3 AND INSTALLATION NOTE	KES	09/30/20
ADD #2 REVISED MATERIAL TO CONCRETE FOR NORTH ALLEY APPROX	KES	09/30/20
ADD #3 ADJUST SE CORNER OF BLUE & CURB, ADJUST NE BLUE CORNER	KES	09/30/20
ADD #4 ADJUST RAIN GARDEN AREA	KES	09/30/20
ADD #5 ADJUST REPLACEMENT OF YELLOW PAINT ON CURB & P2	KES	12/18/20
ADD #6 REVISED TRANSFORMER PAD AREA	KES	3/5/21

DESIGNED BY KES	DATE
DRAWN BY WDW	
CHECKED BY	

JOB NUMBER
5952
SHEET
C201
DATE 10/27/20
SITE PLAN

SITE AREA = 16,689 SF
BUILDING AREA = 11,682 SF
WALKS AND SLABS = 902 SF
TOTAL IMPERVIOUS SURFACE COVERAGE = 13,058 SF
PERCENTAGE IMPERVIOUS SURFACE = 75%



BENTLEY

700 W College Ave

11th St

SPEED
LIMIT
20

B-TECH

ITEM #2 - FABRIC AWNING

ITEM #1 - BUILDING CANOPY

ITEM #3 - BIKE RACKS



ITEM #2 - FABRIC AWNING

ITEM #3 - BIKE RACKS

ITEM #1 - BUILDING CANOPY

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-61**

Encroachment with Bailey 8, LLC

WHEREAS, Bailey 8, LLC, (hereinafter "Owner") owns the real property at 650 N. College Avenue, which real estate is more particularly described in a deed recorded as Instrument No. 2019014351, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, the building on the Real Estate was constructed under a grading permit #C20-330; and

WHEREAS, Owner installed the following types of encroachments over and upon the public right of way adjacent to its Property: building canopy, fabric awnings, and bicycle racks; and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the locations of the structures were approved by the Engineering Department and will not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
2. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
3. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).

4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of

said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

10. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
11. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the recorded Resolution to the Engineering Department, which must include the Monroe County Recorder's file information.
12. Elliot Lewis, as Managing Member of Bailey 8, LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2021-61 this _____ day of _____, 2021.

CITY OF BLOOMINGTON

BAILEY 8, LLC

BOARD OF PUBLIC WORKS

By: _____
Dana Henke, President

By: _____
Elliot Lewis, Managing Member

By: _____
Beth H. Hollingsworth, Vice Pres.

Date: _____

By: _____
Kyla Cox Deckard, Secretary

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Dana Henke, Beth H. Hollingsworth, and Kyla Cox Deckard, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Elliot Lewis, as Managing Member of Bailey 8, LLC, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jacquelyn F. Moore

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



Board of Public Works Staff Report

Project/Event: Approve Supplement #1 for the Construction Inspection Agreement with CrossRoad Engineers, PC, on the 7th Street Protected Bike Lane Project.

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: November 9th, 2021

Report: On November 24th, 2020, the Board awarded the Construction Inspection contract for the 7th Street Protected Bike Lane Project to CrossRoad Engineers, PC, in the amount of \$233,600.00. Due to an unforeseen change in the project as a result of a failing storm structure, the timeline for the project has been extended for two weeks. This supplement #1 to the agreement will cover the cost of additional inspection services for two weeks. The supplement will add \$10,000.00 in additional services to the contract for a final maximum amount of \$243,600.00. Funding for the project is being provided by the 2018 Bicentennial Bond Series B.

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$233,600.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: 1

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☒☐

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

Contract Awarded November 24th, 2020 through the Board of Public Works.

3. State why this vendor was selected to receive the award and contract:

Contract BC-2020-94-CE was approved by the BPW on November 24th, 2020. This Supplemental to the agreement will amend the agreement for additional hours required due to unforeseen circumstances.

Original: \$233,600.00
 Supplemental #1 \$10,000.00
 Final: \$243,600.00

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

SUPPLEMENTAL AGREEMENT NO. 1 - 7th STREET PROTECTED BIKE LANE IMPROVEMENTS PROJECT

This supplemental agreement is made and entered into _____, _____
by and between the CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials
(hereinafter referred to as "OWNER") and CROSSROAD ENGINEERS, PC (hereinafter referred to as
the "CONSULTANT").

WITNESSETH

WHEREAS, OWNER and the CONSULTANT did, on November 24, 2020, enter into a contract
for the construction inspection for the 7th Street Protected Bike Lane Improvements Project
("Project").

WHEREAS, OWNER desires the CONSULTANT to provide additional professional services
necessary to complete the construction inspection for the Project.

WHEREAS, in order to provide for completion of the work, it is necessary to amend and
supplement the contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. SECTION IV COMPENSATION is amended to read as follows:

The OWNER shall pay the CONSULTANT for additional services up to \$10,000
which brings the maximum amount payable under this Contract to a not exceed
of \$ 243,600.

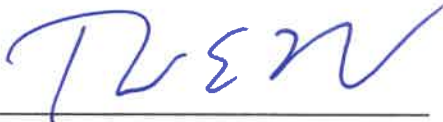
2. Except as herein modified, changed and supplemented, all terms of the original
contract dated November 24, 2020 shall continue in full force and effect.

Non Collusion - The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, the CONSULTANT and the OWNER have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CROSSROAD ENGINEERS, PC

(CONSULTANT)



Trent E. Newport, President

CITY OF BLOOMINGTON, INDIANA

Board of Public Works

(OWNER)

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyle Cox Deckard, Secretary

John Hamilton, Mayor

Attest:



Mark Beck, Vice President



Board of Public Works Staff Report

Project/Event: Approve Change Order #4 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: November 9th, 2021

Report: This project was awarded on May 11th, 2021 to Milestone Contractors, LP. The Notice to Proceed was issued this spring and work started in early April. This contract includes the installation of a protected bike lane along 7th Street from the B-line Trail to North Woodlawn Avenue. The original contract amount for this project was \$2,569,500.00. Change Orders #1 and #3 were approved by the Board at their October 12th, 2021 meeting. Change order #4 will add \$37,463.04 and will cover the cost of replacing a failing storm sewer culvert at the intersection of 7th and Morton. Additionally, this change order will adjust the contract completion date to November 5th, 2021 by adding an additional 15 days. Upon approval the final contract amount will be \$2,609,518.73. Funding for the project is being provided by the 2018 Bicentennial Bond Series B and a \$150,000.00 contribution from CBU for the installation of rain gardens.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$2,572,455.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 1

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Contract Awarded May 11th, 2021 through the Board of Public Works.

3. State why this vendor was selected to receive the award and contract:

Contract BC-2021-47-CN was approved by the BPW on May 11th, 2021. This Change Order is being presented in compliance with the contract documents for the 7th Street Protected Bike Lane Project.

Original:	\$2,572,455.00
Previous Change Orders	-\$399.31
Change Order #4	\$37,463.04
Final:	\$2,572,055.69

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



Milestone Contractors, L.P. Extra Work Pricing Summary

Project No: 215028 7th Street Pedestrian Improvements

Date Requested: 9/14/2021 **Date Submitted:** 10/4/2021

Description of Work: Install precast box culvert at intersection of Morton and 7th street

Reason for Extra Work: Requested by Owner

Has Work Already Been Completed? No **When:**

MCLP Project No. 215028

Cost Activity Code:

Item:	Precast Culvert	Quantity:	24	Units	LFT
Labor:	Cost = \$ 8,372.00	Markup % 20%	\$ 1,674.40	Total	\$ 10,046.40
Equipment:	Cost = \$ 5,330.00	Markup % 12%	\$ 639.60	Total	\$ 5,969.60
Material	Cost = \$ 10,981.00	Markup % 10%	\$ 1,098.10	Total	\$ 12,079.10
Supplies	Cost = \$ 3,360.00	Markup % 10%	\$ 336.00	Total	\$ 3,696.00
Subcontract:	Cost = \$ 4,000.00	Markup % 7%	\$ 210.00		\$ 4,210.00
Trucking:	Cost = \$ 1,086.00	Markup % 12%	\$ 130.32	Total	\$ 1,216.32
		\$ 33,129.00	\$ 4,088.42		\$ 37,217.42
Insurance & Bond	Cost = \$223.30	Markup % 10%	\$ 22.33	Total	\$ 245.63
Total					\$ 37,463.05
Unit Price					\$ 1,560.96

Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Contract	Trucking
BID ITEM = 3										
Description = Pre Cast Box Culvert Installation			Land Item Unit =	SCHEDULE: 1 100	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	
1 Removal of Existing Box										
			Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 1		
<u>BLANK</u>	(Mod) Blank Crew		8.00 CH	Prod:	1.2500 US	Lab Pcs:	5.10	Eqp Pcs:	2.00	
3D	Dump Fees	1.00	2.00 LD	30.000				60		
5103	Haul Exc (HR)	1.00	8.00 HR	108.310						866
8EX3	Excavator - Large Cat	1.00	8.00 HR	171.060		1,368				
8LO4	Skid Steer 52479	1.00	8.00 HR	43.750		350				
HSUP	Hourly Superintendent	1.10	8.80 MH	39.750	603					
LAB	laborers (all except 41/81)	2.00	16.00 MH	25.900	820					
OPR841	operator841	2.00	16.00 MH	34.250	1,107					
\$5,174.47	40.8000 MH/LS		40.80 MH	[1443.42]	2,530	1,718		60		866
2 Install Box Culvert										
			Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 1		
<u>BLANK</u>	(Mod) Blank Crew		8.00 CH	Prod:	1.2500 US	Lab Pcs:	5.10	Eqp Pcs:	2.00	
8EX3	Excavator - Large Cat	1.00	8.00 HR	171.060		1,368				
8LO4	Skid Steer 52479	1.00	8.00 HR	43.750		350				
HSUP	Hourly Superintendent	1.10	8.80 MH	39.750	603					
LAB	laborers (all except 41/81)	2.00	16.00 MH	25.900	820					
OPR841	operator841	2.00	16.00 MH	34.250	1,107					
\$4,247.99	40.8000 MH/LS		40.80 MH	[1443.42]	2,530	1,718				
3 Backfill Box Culvert										
			Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 1		
<u>BLANK</u>	(Mod) Blank Crew		4.00 CH	Prod:	2.5000 US	Lab Pcs:	3.10	Eqp Pcs:	1.00	
2AGG8	INDOT #8 Stone	1.00	40.00 TON	9.250		370				
5204	Haul Agg (Ton)	1.00	40.00 TON	5.500						220
8LO4	Skid Steer 52479	1.00	4.00 HR	43.750		175				
HSUP	Hourly Superintendent	1.10	4.40 MH	39.750	301					
LAB	laborers (all except 41/81)	1.00	4.00 MH	25.900	205					
OPR841	operator841	1.00	4.00 MH	34.250	277					
\$1,548.04	12.4000 MH/LS		12.40 MH	[457.05]	783	175	370			220
4 Collars for Box Tie Ins										
			Quan:	2.00 EAC	Hrs/Shift:	10.00	Cal: 510	WC: 1		
<u>BLANK</u>	(Mod) Blank Crew		8.00 CH	Prod:	2.5000 US	Lab Pcs:	5.10	Eqp Pcs:	2.00	
2PCCP	Concrete	1.00	5.00 CYS	115.000		575				
3M	MISC. SUPPLIES	1.00	1.00 LS	500.000				500		
8EX3	Excavator - Large Cat	1.00	8.00 HR	171.060		1,368				
8LO4	Skid Steer 52479	1.00	8.00 HR	43.750		350				
HSUP	Hourly Superintendent	1.10	8.80 MH	39.750	603					
LAB	laborers (all except 41/81)	2.00	16.00 MH	25.900	820					
OPR841	operator841	2.00	16.00 MH	34.250	1,107					
\$5,322.99	20.4000 MH/EACH		40.80 MH	[721.71]	2,530	1,718	575	500		
5 Box Culvert Materials										
			Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 1		
<u>BLANK</u>	Blank Crew		0.00 CH	Prod:	0.0000	Lab Pcs:	0.00	Eqp Pcs:	0.00	
2BM	Box Material	1.00	1.00 LS	10,035.880		10,036				
3	CONSTRUCTION MATE	1.00	1.00 LS	500.000				500		
\$10,535.88				[]		10,036		500		
6 Layout Costs										
			Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 1		

Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
BID ITEM	= 3									
Description =	Pre Cast Box Culvert Installation			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	
4A	Cons. Engineering Sub	1.00	1.00 LS	2,500.000					2,500	
7	Potholing			Quan:	1.00 LS	Hrs/Shift:	10.00	Cal:	510	WC: 1
4PH	Potholing	1.00	1.00 DAY	1,500.000					1,500	
8	Exploratory Digging from 9/14/21			Quan:	1.00 LS	Hrs/Shift:	10.00	Cal:	510	WC: 1
Reflects losses accrued from 9/14/21 work once conflict was found.										
3	CONSTRUCTION MATE	1.00	1.00 LS	2,300.000					2,300	
====> Item Totals: 3 - Pre Cast Box Culvert Installation										
\$33,129.37	134.8000 MH/LS		134.80 MH	[4787.31]	8,372	5,330	10,981	3,360	4,000	1,086
33,129.370	1 LS				8,371.57	5,330.44	10,980.88	3,360.00	4,000.00	1,086.48

\$33,129.37 * Report Totals *** 134.80 MH 8,372 5,330 10,981 3,360 4,000 1,086**

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

508 40 HR WEEK (5 X 8)
 509 45 HR WEEK (5 X 9)
 510 50 HR WEEK (5 X 10) (Default Calendar)
 511 55 HR WEEK (5 X 11)
 512 60 HR WEEK (5 X 12)
 513 65 HR WEEK (5 X 13)
 514 70 HR WEEK (5 X 14)
 608 48 HR WEEK (6 X 8)
 609 54 HR WEEK (6 X 9)
 610 60 HR WEEK (6 X 10)
 611 66 HR WEEK (6 X 11)
 612 72 HR WEEK (6 X 12)
 613 78 HR WEEK (6 X 13)
 614 84 HR WEEK (6 X 14)
 800 SATURDAY ONLY (TIME & 1/2)
 900 SUNDAY ONLY (DOUBLE TIME)

JJ'S Concrete Construction LLC

DBE & WBE Certified

9149 E 800 N

Montgomery, IN 47558

812-636-0173

Ready Mix Concrete and Precast

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO

PHONE

DATE 10/04/2021

ADDRESS

EMAIL

JOB NAME Morton St Box

CITY, STATE AND ZIP CODE

LOCATION Monroe Co

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

28' of 3.5' x 3.5' Precast Concrete Box Culvert

\$10,035.88

(Approx 14K lbs per 6' sections)

Delivered/ Includes Engineer Design, Anchor Bolts, Plates, SDS plus drill bit, **Mastic for seams only** and use of Rigging. **SDS Drill & Impact w/ 1 1/8 socket REQUIRED NOT PROVIDED**

Two hour courtesy will be allowed for unloading precast from stated delivery time. \$85 an hour will be charged after two hours in 15 min increments.

WE PROPOSE hereby to furnish the material to complete in accordance with **above specifications**, for the sum of:

_____ dollars (\$_____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Any fees, court cost, etc associated with nonpayment will be the responsibility of purchaser.

Authorized
Signature _____

Note: This proposal may be withdrawn
by us if not accepted
within _____ days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____



City of Bloomington, Indiana

Change Order Details

7th Street Protected Bike Lane Improvements

Description	Contract: BC-2021-47-CN Installation of a protected bike lane along 7th Street from the B-Line Trail to Woodlawn Avenue.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	4
Status	Pending
Date Created	09/22/2021
Type	Changed Conditions
Summary	42" x 42" Box Culvert
Change Order Description	The box culvert in the southwest corner of Morton and 7th Street that was shallow underneath the sidewalk was discovered to be in bad condition once Milestone began excavating for storm structure installation it was determined by the City of Bloomington that they would like to replace 24 linear feet of the culvert. This change order will include a request for additional days to extend the contract completion date to November 5th.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,572,055.69
Change Order Amount	\$37,463.04
Revised Project Amount	\$2,609,518.73

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0130	714-12193	LFT	24.000	\$1,560.960	\$37,463.04
STRUCTURE, RC, BOX SECTION 8 FT X 3.5FT					
Reason: The shallow culvert in SW corner of Morton Street had a badly damaged lid. The city requested Milestone to excavate the sides of the culvert to inspect further. The east side of the box was also badly damaged and it was determined that 24 LFT of the 42" box culvert needed to be replaced with a new structure.					
			Funding Details		
Protected Bike Lane			24.000	\$1,560.960	\$37,463.04
1 item					Total: \$37,463.04

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,362,478.36	\$37,463.04	\$2,399,941.40
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,572,055.69	\$37,463.04	\$2,609,518.73

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	150.0 Days	150.0 Days	15.0 Days	165.0 Days
Substantial Completion of all work.				
Reason: Box culvert work in the SW corner of Morton Street				
1 time limit				

Attachments

Document	Name	Description	Submission Date
7th_Street_Box_Culvert_Pricing_Revised_-_Approved.pdf	7th Street Box Culvert Pricing Revised - Approved.pdf	Contractor pricing for culvert	10/15/2021 10:28 AM EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Board of Public Works.

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Approve Change Order #5 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: November 9th, 2021

Report: This project was awarded on May 11th, 2021 to Milestone Contractors, LP. The Notice to Proceed was issued this spring and work started in early April. This contract includes the installation of a protected bike lane along 7th Street from the B-line Trail to North Woodlawn Avenue. The original contract amount for this project was \$2,569,500.00. Change Orders #1 and #3 were approved by the Board at their October 12th, 2021 meeting. Change order #5 will add \$1,625.68 and will cover the cost for additional safety signage and flags. Upon approval the final contract amount will be \$2,611,144.41. Funding for the project is being provided by the 2018 Bicentennial Bond Series B and a \$150,000.00 contribution from CBU for the installation of rain gardens.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$2,572,455.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: 1

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒
☐

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☒
☐

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

Contract Awarded May 11th, 2021 through the Board of Public Works.

3. State why this vendor was selected to receive the award and contract:

Contract BC-2021-47-CN was approved by the BPW on May 11th, 2021. This Change Order is being presented in compliance with the contract documents for the 7th Street Protected Bike Lane Project.

Original:	\$2,572,455.00
Previous Change Orders	\$37,063.73
Change Order #5	\$1,625.68
Final:	\$2,611,144.41

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



Milestone Contractors, L.P. Extra Work Pricing Summary

Project No: 215028

Date Requested: 9/13/2021

Date Submitted: 9/14/2021

Description of Work: Install Flags Per Field Request 5

Reason for Extra Work: Owner Request

Has Work Already Been Completed? No **When:** THROUGH

MCLP Project No.

Cost Activity Code:

Item: Bike Box markings		Quantity:	1	Units	Each
Labor:	Cost =	\$ -	Markup %	10% \$ -	Total \$ -
Equipment:	Cost =	\$ -	Markup %	10% \$ -	Total \$ -
Materials:	Cost =	\$ -	Markup %	10% \$ -	Total \$ -
Subcontract:	Cost =	\$ 1,477.89	Markup %	10% \$ 147.79	Total \$ 1,625.68
Trucking:	Cost =	\$ -	Markup %	12% \$ -	Total \$ -
		\$ 1,477.89		\$ 147.79	\$ 1,625.68

Total	\$ 1,625.68
Unit Price	\$ 1,625.68



2505 MJM Industrial Dr.
Evansville, IN 47715

DATE	ESTIMATE #
9/14/2021	1646

Please review and approve this estimate for a change order request to install dual warning flags and cross traffic signs in 10 locations as shown in the revised sign plans issued under field order 5 on 9/8/21.

Customer Name & Address
Milestone Contractors, L.P. 4755 W. Arlington Rd. Bloomington, IN 47404

Job Location	Terms		Contract Number	
Along 7th St. at Morton St., College Ave. Walnut St., Washington St., Lincoln St.,	INDOT SUB		7th Street Protected	
Description	Quantity	Cost	Line Item	Total
Dual Red Warning Flags 18x18 with a 24" Wood Staff	10	102.189	CO	1,021.89
W4-4P 24x12 .080 "Cross Traffic Does Not Stop" Sheet Sign	10	45.60	CO	456.00
TOTAL			\$1,477.89	

Sign and Print Here for Acceptance:

Phone #	Fax #	E-mail
8124741500	(812) 475-1501	CARAH@HUMMELELECTRIC.COM

Customers Signature, Printed Name and Title Required
--

7th St Imp Change Order 2 - Field Order 5 9/8/21			MATERIAL			LABOR			EQUIPMENT			Cost	Bond	Unit	Materials	Labor	Equip
LINE		DESCRIPTION	QTY	COST	TOTAL	QTY	RATE	TOTAL	QTY	RATE	TOTAL	Plus	0%	Price	12%	20%	12%
CO		Dual Red Warning Flags 18x18 w/ 24" Staff	10		0			0			0	1021.729	1021.729	102.173	359.65	352.2825	175.163
		Red Flags	1	201.11	201.11			0			0				402.808	422.739	196.182
		3-Way Flag Holder	1	101.65	101.65			0			0						
		Freight	1	49.75	49.75			0			0						
		Tek #8x1/2 Self Drilling	20	0.032	0.64			0			0						
		5/16X3 SS Scr w/flat wash, Nylok nut, Nylon w	10	0.65	6.5			0			0						
		Laborer			0	6.75	52.19	352.283			0						
		F550 Flatbed			0			0	6.8	25.95	175.16						
CO		W4-4P 24x12 .080 Sheet Sign Cross Traffic..EA	10	14.6	146			0			0	456.03	456.03	45.603	202.5	130.475	64.875
		Date Stickers	10	0.85	8.5			0			0				226.8	156.57	72.66
		Frieght	1	35	35			0			0						
		5/16X3 SS Scr w/flat wash, Nylok nut, Nylon w	20	0.65	13			0			0						
		Laborer			0	2.5	52.19	130.475			0						
		F550 Flatbed			0			0	2.5	25.95	64.875						
					0			0			0						
					0			0			0						



P.O. Box 89
840 West Hillside Ave.
Spencer, IN 47460

Estimate

Date	Estimate #
9/13/2021	119208

Name / Address

Hummel Electric Inc.
2505 MJM Industrial Dr
Evansville, IN 47715

All quoted prices are subject to change in the event of increase in raw material or energy costs. All clerical, mathematical or typographical errors are subject to correction.

Terms	Rep	FOB	Project
	TZ		

Item	Description	Qty	Cost	Total
	Bloomington			
W4-4p24HI	24 x 12 x .080 S/A HI Black/Yellow Cross Traffic Does Not Stop	10	14.60	146.00
DateStickers	Date Stickers (City of Bloomington, or INDOT?)	10	0.85	8.50
FREIGHT	FREIGHT CHARGE	1	35.00	35.00
			Total	\$189.50

ph. 800 878 2246 fax 812 829 2246
www.stelloproducts.com

Date of Issuance:	09/08/2021	Effective Date:	09/08/2021
Owner:	City of Bloomington	Owner's Contract No:	BC-2021-47-CN
Contractor:	Milestone	Contractor's Project No:	
Project Engineer:	Neil Kopper	Project Manager:	Roy Aten
Project:	7 th Street Protected Bike Lane Improvements		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	Revised Plan Sheets #47 Through #49
Specification(s)	Drawing(s) / Detail(s)

Description: As depicted on the attached revised plan sheets #47 through #49, in addition to relocating and/or removal of any "All Way" placards, the contractor shall install a W4-4P 24" X 12" "Cross Traffic Does Not Stop" placard and two mounted red flags. Contractor shall provide all labor, materials and any hardware required to mechanically attach the signs and flags to the pole.

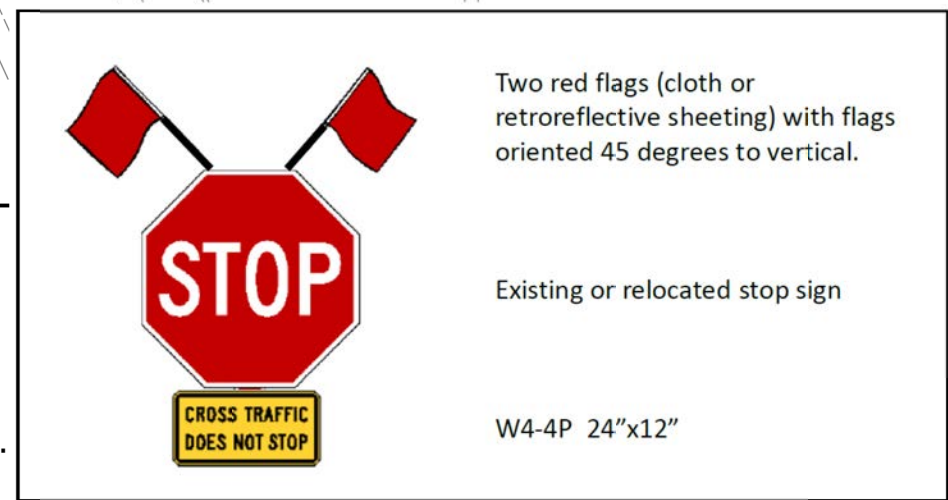
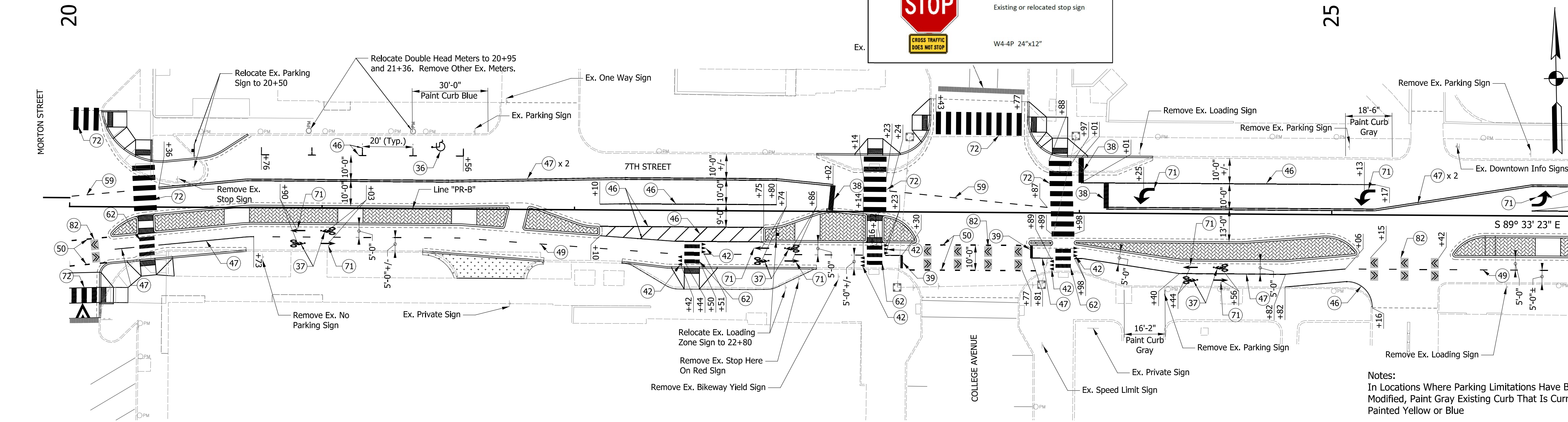
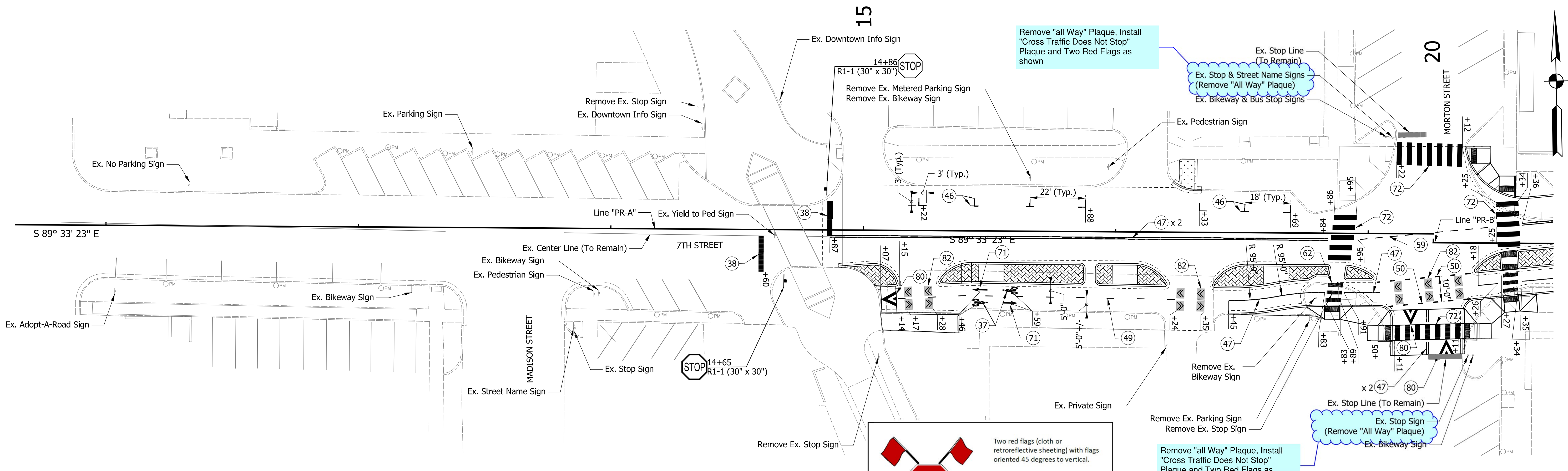
Attachments: Revised plan sheets #47through #49.

ISSUED:

RECEIVED:

By: <u>Neil Kopper</u>	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Project Engineer	Title: _____
Date: 9/8/2021	Date: _____

Copy to: Crossroad Engineers



Notes:
In Locations Where Parking Limitations Have Been Modified, Paint Gray Existing Curb That Is Currently Painted Yellow or Blue

- | | | | | |
|---|---|--|---|---|
| (42) "Sharks Teeth", Thermoplastic, Yield Line, White | (58) Line, Thermoplastic, Broken, White, 4 in. (3' Line, 3' Gap) | (39) Transverse Markings, Thermoplastic, Stop Line, White, 12 in. | (37) Pavement Message Markings, Thermoplastic, Bike Symbol | (82) Pavement Message Markings, Thermoplastic, Chevron, Green |
| (46) Line, Thermoplastic, Solid, White 4 in. | (59) Line, Thermoplastic, Broken, Yellow, 4 in. (3' Line, 3' Gap) | (72) Transverse Markings, Thermoplastic, Crosswalk Line, White, 24 in. | (71) Pavement Message Markings, Thermoplastic, Lane Indication Arrow | (83) Pavement Message Markings, Thermoplastic, Chevron, White |
| (47) Line, Thermoplastic, Solid, Yellow 4 in. | (50) Line, Thermoplastic, Broken, White, 6 in. (2' Line, 4' Gap) | (73) Transverse Markings, Thermoplastic, Crosshatch Line, White, 12 in. | (80) Pavement Message Markings, Thermoplastic, Raised Pedestrian Pavement Marking | |
| (49) Line, Thermoplastic, Broken, Yellow, 4 in. (3' Line, 9' Gap) | (38) Transverse Markings, Thermoplastic, Stop Line, White, 24 in. | (74) Transverse Markings, Thermoplastic, Crosshatch Line, Yellow, 12 in. | (81) Green Marking Area, MMA | |

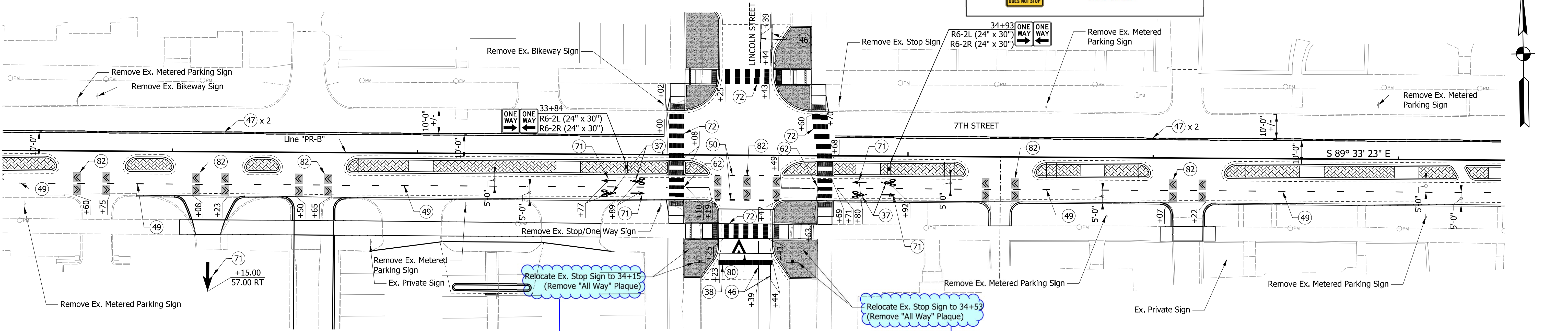
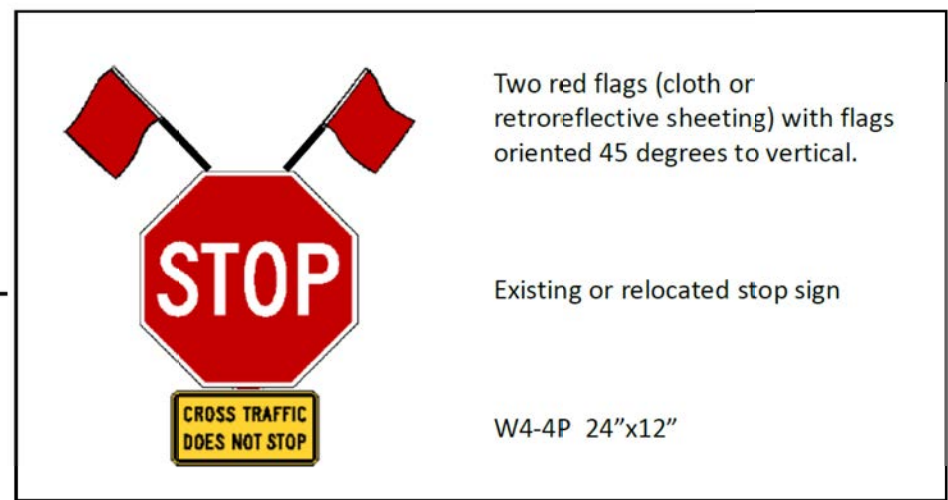
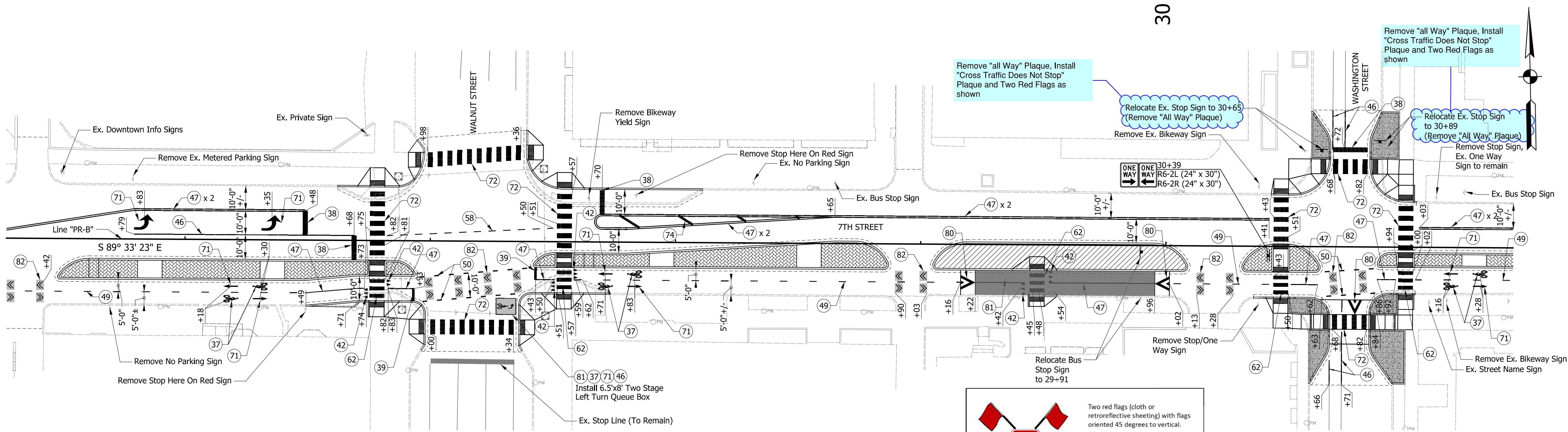


RECOMMENDED FOR APPROVAL	<i>Kenneth R. Olson</i>	DESIGN ENGINEER	3/8/2021	DATE
DESIGNED:	MTL	DRAWN:	MRO	
CHECKED:	NRM	CHECKED:	MTL	

CITY OF
BLOOMINGTON

PAVEMENT MARKINGS AND
SIGN DETAILS - 7TH STREET

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICAL SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	47 of 87
CONTRACT	PROJECT
N/A	2018.02336



Notes:
In Locations Where Parking Limitations Have Been Modified, Paint Gray Existing Curb That Is Currently Painted Yellow or Blue

Spacing Between White Crosswalk Lines Shall be 24 in. Except When Located Across Bike Lane in Which Case Spacing Shall be 18 in.

- | | | | |
|---|---|--|---|
| 42 "Sharks Teeth", Thermoplastic, Yield Line, White | 58 Line, Thermoplastic, Broken, White, 4 in. (3' Line, 3' Gap) | 39 Transverse Markings, Thermoplastic, Stop Line, White, 12 in. | 36 Pavement Message Markings, Thermoplastic, Handicap Symbol |
| 46 Line, Thermoplastic, Solid, White 4 in. | 59 Line, Thermoplastic, Broken, Yellow, 4 in. (3' Line, 3' Gap) | 72 Transverse Markings, Thermoplastic, Crosswalk Line, White, 24 in. | 37 Pavement Message Markings, Thermoplastic, Bike Symbol |
| 47 Line, Thermoplastic, Solid, Yellow 4 in. | 50 Line, Thermoplastic, Broken, White, 6 in. (2' Line, 4' Gap) | 73 Transverse Markings, Thermoplastic, Crosshatch Line, White, 12 in. | 71 Pavement Message Markings, Thermoplastic, Lane Indication Arrow |
| 49 Line, Thermoplastic, Broken, Yellow, 4 in. (3' Line, 9' Gap) | 38 Transverse Markings, Thermoplastic, Stop Line, White, 24 in. | 74 Transverse Markings, Thermoplastic, Crosshatch Line, Yellow, 12 in. | 80 Pavement Message Markings, Thermoplastic, Raised Pedestrian Pavement Marking |
| | | 81 Green Marking Area, MMA | 82 Pavement Message Markings, Thermoplastic, Chevron, Green |
| | | | 83 Pavement Message Markings, Thermoplastic, Chevron, White |

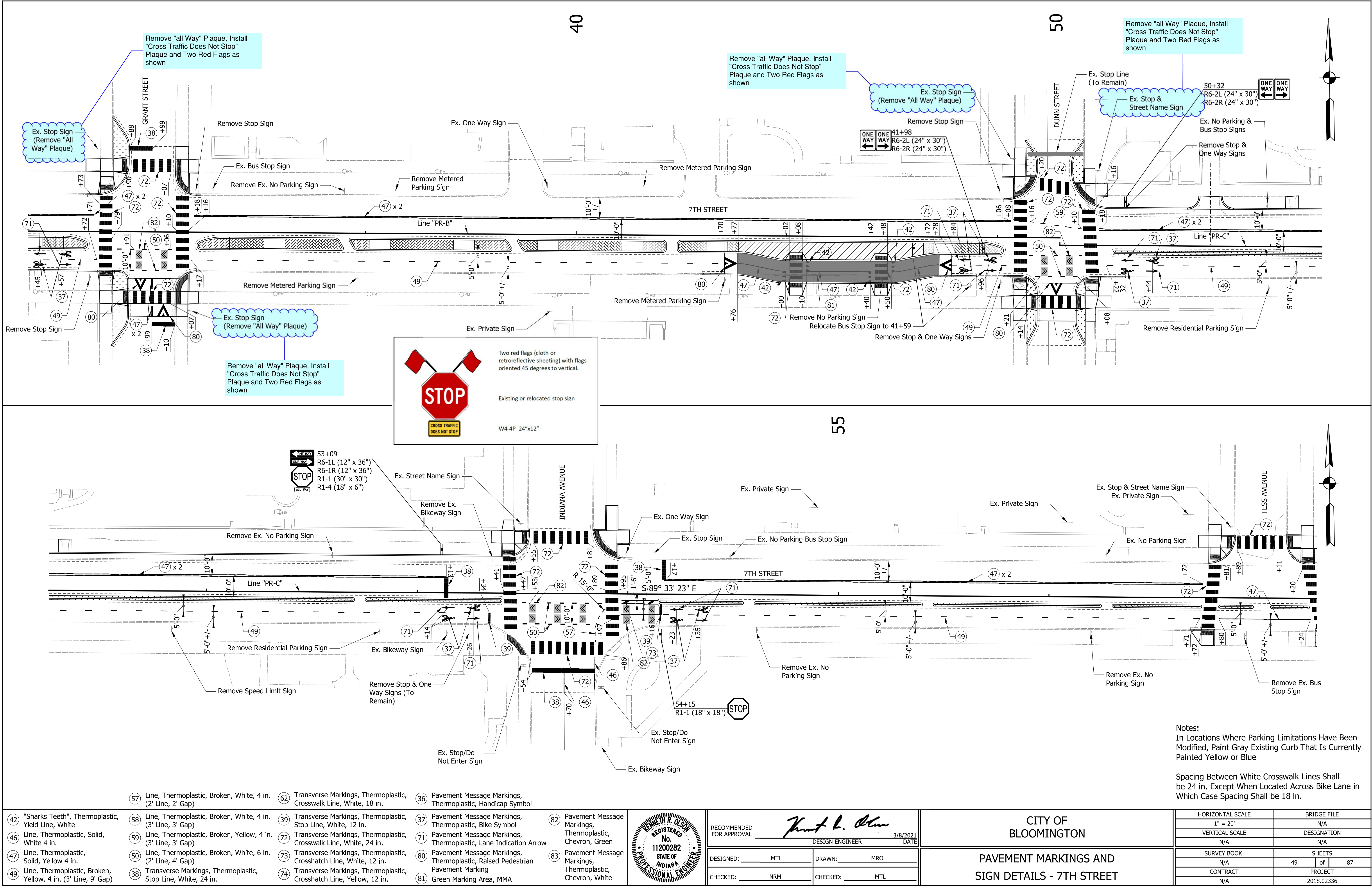


RECOMMENDED FOR APPROVAL	<i>Kenneth R. Olson</i>	DESIGN ENGINEER	3/8/2021	DATE
DESIGNED:	MTL	DRAWN:	MRO	
CHECKED:	NRM	CHECKED:	MTL	

CITY OF
BLOOMINGTON

PAVEMENT MARKINGS AND
SIGN DETAILS - 7TH STREET

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICAL SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	48 of 87
CONTRACT	PROJECT
N/A	2018.02336



Notes:
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- 57 Line, Thermoplastic, Broken, White, 4 in. (2' Line, 2' Gap) 62 Transverse Markings, Thermoplastic, Crosswalk Line, White, 18 in. 36 Pavement Message Markings, Thermoplastic, Handicap Symbol

- 42 "Sharks Teeth", Thermoplastic, Yield Line, White 58 Line, Thermoplastic, Broken, White, 4 in. (3' Line, 3' Gap) 39 Transverse Markings, Thermoplastic, Stop Line, White, 12 in. 37 Pavement Message Markings, Thermoplastic, Bike Symbol 46 Line, Thermoplastic, Solid, White 4 in. 59 Line, Thermoplastic, Broken, Yellow, 4 in. (3' Line, 3' Gap) 72 Transverse Markings, Thermoplastic, Crosswalk Line, White, 24 in. 71 Pavement Message Markings, Thermoplastic, Lane Indication Arrow 47 Line, Thermoplastic, Solid, Yellow 4 in. 50 Line, Thermoplastic, Broken, White, 6 in. (2' Line, 4' Gap) 73 Transverse Markings, Thermoplastic, Crosshatch Line, White, 12 in. 80 Pavement Message Markings, Thermoplastic, Raised Pedestrian Pavement Marking 49 Line, Thermoplastic, Broken, Yellow, 4 in. (3' Line, 9' Gap) 38 Transverse Markings, Thermoplastic, Stop Line, White, 24 in. 74 Transverse Markings, Thermoplastic, Crosshatch Line, Yellow, 12 in. 81 Green Marking Area, MMA

- 82 Pavement Message Markings, Thermoplastic, Chevron, Green 83 Pavement Message Markings, Thermoplastic, Chevron, White



RECOMMENDED FOR APPROVAL *Kenneth R. Olson* 3/8/2021 DATE
DESIGN ENGINEER
DESIGNED: MTL DRAWN: MRO
CHECKED: NRM CHECKED: MTL

CITY OF BLOOMINGTON
PAVEMENT MARKINGS AND SIGN DETAILS - 7TH STREET

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICAL SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	49 of 87
CONTRACT	PROJECT
N/A	2018.02336



City of Bloomington, Indiana

Change Order Details

7th Street Protected Bike Lane Improvements

Description	Contract: BC-2021-47-CN Installation of a protected bike lane along 7th Street from the B-Line Trail to Woodlawn Avenue.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	5
Status	Pending
Date Created	10/05/2021
Type	Scope Changes
Summary	Additional Signage
Change Order Description	Additional "Cross Traffic Does Not Stop" signs are being added to all side streets for when the stop signs are removed on 7th Street. There are also red flags being attached to the side street stop signs as an additional warning to drivers.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,572,055.69
Change Order Amount	\$1,625.68
Revised Project Amount	\$2,573,681.37

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0140	109-08443	DOL	1,625.680	\$1.000	\$1,625.68
QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES					
Reason: Bloomington requested additional "Cross Traffic Does Not Stop" signs to be placed underneath the stop signs of all the side streets as a warning to drivers when the 7th Street traffic pattern changes. The city also requested temporary red warning flags to be mounted on top of all the stop signs on the side streets as an additional warning to drivers when the 7th Street traffic pattern changes and stop signs are removed.					
			Funding Details		
Protected Bike Lane			1,625.680	\$1.000	\$1,625.68
1 item					Total: \$1,625.68

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,362,478.36	\$1,625.68	\$2,364,104.04
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,572,055.69	\$1,625.68	\$2,573,681.37

Attachments

Document	Name	Description	Submission Date
215028_7th_Street_Field_Order_5_Signage_CO.pdf	215028 7th Street Field Order 5 Signage CO.pdf	Contractor pricing for signage and flags	10/12/2021 10:24 AM EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Board of Public Works.

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Request for lane closure on N Headley Rd for Parks and Recreation Department Project

Staff Representative: Paul Kehrberg

Petitioner/Representative: Tim Street, Parks also Jeff Ooley, E&B Paving

Date: November 8th, 2021

Report: The City of Bloomington Parks and Recreation Department has awarded a contract to E&B Paving for a project along the N Headley Rd causeway. This project will stabilize the shoreline, construct a sidewalk along the west side of the road, install a raised pedestrian crossing, and construct an accessible fishing pier. The project will connect the north and south sides of the lake with an accessible sidewalk.

During construction N Headley Rd will be one way northbound. The one way traffic will start south of the lake at the IU Research and Teaching Preserve trailhead parking lot. Then, it will end north of the lake at the top of the hill. The lane closure will be in place from November 15, 2021 to July 6, 2022. A signed detour route will be in place and area residents have been notified of the closure and project.



Mailing Address
Administrative Offices
401 N. Morton St. Suite 250
PO Box 848
Bloomington, IN 47402
Phone: (812) 349-3700
Fax: (812) 349-3705
parks@bloomington.in.gov
www.bloomington.in.gov/parks

**Allison-Jukebox
Community Center**
351 South Washington Street
Bloomington, IN 47401
(812) 349-3731

Banneker Community Center
930 West 7th Street
Bloomington, IN 47402
(812) 349-3735

Cascades Golf Course
3550 North Kinser Pike
Bloomington, IN 47402
(812) 349-3764

Frank Southern Ice Arena
1965 South Henderson Street
Bloomington, IN 47401
(812) 349-3740

Twin Lakes Recreation Center
1700 West Bloomfield Road
Bloomington, IN 47403
(812) 349-3720

Inclusive Recreation
(812) 349-3747

**Maintenance, Landscaping
& Cemetery Operations**
(812) 349-3498

Urban Forestry
(812) 349-3716

Switchyard Park
(812) 349-3961
1601 S. Rogers St.
Bloomington, IN 47401

October 28, 2021

Via Electronic Delivery

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: □eadley Rd. Lane Closure for Griffy Lake project

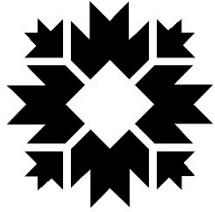
Dear Board Members:

The City of Bloomington Parks and Recreation Department is planning a project at the Griffy Lake Nature Preserve along □eadley Rd. In order to facilitate this project, the Parks Department is requesting the temporary closure of the southbound lane of □eadley Rd. from a point □ust north and uphill of the northern end of the lake to a point near the entrance to the IU Research and Teaching Preserve trailhead parking lot south of the lake. See the attached Management of Traffic Plan for detail. The Parks Department is requesting these closures from November 15, 2021 through as late as □uly 6, 2022.

The Parks Department will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, the Parks Department respectfully requests that that Board of Public Works approves the lane closure referenced above from November 15 through as late as □uly 6, 2022.

Respectfully,

Tim Street
Operations and Development Division Director
City of Bloomington Parks and Recreation



CITY OF BLOOMINGTON
Parks and Recreation

Mailing Address

Administrative Offices
401 N. Morton St. Suite 250
PO Box 848
Bloomington, IN 47402
Phone: (812) 349-3700
Fax: (812) 349-3705
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(812) 349-3720

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(812) 349-3747

**Maintenance, Landscaping
& Cemetery Operations**
(812) 349-3498

Urban Forestry
(812) 349-3716

November 10, 2021

Dear Griffy Lake Nature Preserve Neighbor,

The City of Bloomington Parks and Recreation Department is pleased to announce the start of the Griffy Lake Loop Trail Phase I and Accessible Fishing Pier projects at Griffy Lake Nature Preserve.

After November 8, 2021, a portion of Headley Road will be temporarily converted to one-way northbound traffic for the duration of the construction project, through summer 2022.

On the south side of the lake, one-way traffic begins just north of the IU Research and Teaching Preserve trailhead parking lot. North of the lake, the one-way traffic begins just north of the sharp curve past the lake. Local only, southbound traffic will be permitted from Bethel Lane, with no access to Griffy Lake; the causeway will be closed to all southbound traffic.

The Board of Park Commissioners approved a contract with E&B Paving for \$1,839,235 to construct a sidewalk on the west side of the Headley Road causeway across Griffy Lake, and an accessible fishing pier on the west side of Headley Road across from the Griffy Lake boathouse.

This project will stabilize the bank and create accessible fishing areas along the lakeshore on the west side of Headley Road. An accessible path along Headley Road will link the trails on the north and south sides of Griffy Lake. The project includes a pedestrian crossing that allows safer access to the trails and lakeshore from the boathouse parking lot, while the path prevents pedestrians from having to walk in vehicle traffic to get to the hiking trails on the north and south sides of the lake.

An accessible fishing pier was first proposed as part of the first Griffy Lake Master Plan in 1984. The accessible fishing pier will be located on the west side of Headley Road, across from the boathouse. An accessible, raised crosswalk will connect the Griffy Lake boathouse parking lot with the accessible fishing pier.

Griffy Lake was drawn down in August 2021 to allow potential project bidders the opportunity to view the lake shore and lake bed where the fishing pier will be created. The lake was allowed to re-fill, but lake levels are again being lowered by four or more feet to permit construction of the fishing pier.

For more information about the accessible fishing pier and loop trail construction, or the temporary conversion of Headley Road to one-way traffic, contact Tim Street, Operations and Development Division Director, at 812-349-3706 or tim.street@bloomington.in.gov.



City of Bloomington
Planning and Transportation Department
Floodplain Development Permit

Application #:	C21-560	Property Address:	3400 N. Headley Rd.
Date Received:	8/2/2021	Date Issued:	10/26/2021
Zoning District:	PO	Proposed Use:	Construction of trail and fishing pier

The attached plans have been reviewed for compliance with applicable provisions of Title 20, Bloomington Unified Development Ordinance, and conformance with the terms of any approvals which have been granted under authority of the Ordinance. The Planning and Transportation Department finds the plans to be in compliance. The following terms and conditions apply:

- This permit authorizes the proposed construction of a trail loop, fishing pier, and related items shown on the Floodplain Development Permit only; no other construction is permitted.
- If the site is in an identified floodway pursuant to Section 20.04.040(c)(1), the Floodplain Administrator shall require the petitioner to forward the petition, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources and apply for a permit for construction in a floodway.
- No development shall be allowed, which acting alone or in combination with existing or future development, that will adversely affect the efficiency of, or unduly restrict the capacity of the floodway. This adverse effect is defined as an increase in the elevation of the regulatory flood of at least 0.15 of a foot as determined by comparing the regulatory flood elevation under the project condition to that under the natural or pre-floodway condition as proven with hydraulic analyses.
- Floodplain development permits shall be valid for a period of 180 days, as measured from the date on the certificate of zoning compliance or run concurrently with the building permit or other construction authorizations, whichever is longer.
- At the written request of the petitioner, the City may extend the period one or more times for up to a maximum of an additional 180 days. The City may require additional erosion control measures as a condition of the extension if they are necessary to meet the requirements of this UDO.
- The petitioner may submit revisions or amendments to an approved floodplain development permit for consideration by the local, state, and federal authorities having jurisdiction. A revision or amendment to an approved floodplain development permit shall only be authorized upon review and approval by all the local, state, and federal authorities having jurisdiction. Changes to the floodplain development permit shall be approved in writing by the relevant authorities.
- The Floodplain Administrator shall perform a minimum of three inspections to ensure that all applicable floodplain development requirements have been satisfied:
 - [a] The first upon the establishment of the Flood Protection Grade reference mark at the development site;
 - [b] The second upon the establishment of the structure's footprint/establishment of the lowest floor; and
 - [c] The final inspection upon completion and submission of the required finished construction elevation certificate.Authorized City officials shall have the right to enter and inspect properties located in the SFHA.
- No work in the right-of-way may commence until a ROW permit is approved.
- This permit is subject to all conditions contained within grading permit C21-091.
- Per the City of Bloomington Parks and Recreation Department, the Indiana Department of Natural Resources (IDNR) has determined that the work taking place under this permit does not require IDNR approval or permitting. Planning and Transportation has not received written confirmation of this from IDNR. Should IDNR determine, at any time, that permitting or any other approval is required from them, this project shall immediately stop work until permitting or approval is issued by IDNR.



City of Bloomington
Planning and Transportation Department
Floodplain Development Permit

This Floodway Development Permit pertains only to the plans dated July 23, 2021 and last revised on 10/11/2021 sealed by Jeffrey R. Mader, and the specific use proposed, exactly as submitted and reviewed. This Certificate does not constitute the issuance of any additional required permits nor exempt the property from compliance with any requirements of other governmental entities.

Elizabeth Carter
Senior Zoning Compliance Planner
City of Bloomington
Planning and Transportation Department



City of Bloomington
Planning and Transportation Department

Certificate of Zoning Compliance

Application #: C21-397

Date: October 26, 2021

Property Address: 3400 N. Headley Rd

Zoning: PO Parks and Open Space

Proposed Use: Grading – Trail and Fishing Pier Construction

PROPOSED WORK
IN FLOODPLAIN

☒ Yes ☐ No

FEMA MAP PANEL
18105C0134D

Effective Date December 17, 2010

The submitted plans have been reviewed for compliance with applicable provisions of Bloomington Municipal Code and conformance with the terms of any approvals which have been granted under authority of the Municipal Code. The Planning and Transportation Department finds the plans to be in compliance:

☐ - As submitted

☒ - With modifications or conditions as follows:

1. Project will comply with all current ADA (Americans with Disabilities Act) requirements and anything in the public right-of-way must comply with the proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-way (PROWAG).
2. Public improvements shall be in accordance with the current edition of the Indiana Department of Transportation Standards and Specifications.
3. All utility work shall be in accordance with the current City of Bloomington Utility Specifications.
4. An Erosion Control Plan complying with Bloomington Municipal Code 20.04.030 (d) is required to be in place during the period of any earth disturbing activities, and until the site is stabilized. The City of Bloomington may require erosion control measures in addition to or different from those approved on the Erosion Control Plan.
5. This Approval is only for the City of Bloomington Planning and Transportation Department and does not constitute approval from any other required Public Agency/Entities.
6. All bonding must remain current until a written release of such bonding is given by a representative of the City of Bloomington Planning and Transportation Department.
7. An onsite pre-construction meeting shall be held prior to any earth disturbing activities to inspect the installation of all erosion control measures as per approved plan. Please contact Liz Carter at (812) 349-3592 to schedule an onsite inspection. Please make the request 48 hours in advance.
8. Any infrastructure in the public right-of-way that is damaged must be restored to previous or improved conditions and be in compliance with all applicable standards and regulations.
9. It is the responsibility of the permit holder to call at least 24 hours in advance for any and all inspections required by the City of Bloomington, failure to do so may result in the City of Bloomington not accepting future intended public improvements or the requirements of a warranty on any uninspected improvements. Inspections required include backfill utilities in the right-of-way, subgrade treatment, base and sub-base (proof roll), ramp and sidewalk forms, and final punch/acceptance. Please contact the Public Improvements Manager at 812-349-3423 to schedule the public improvement inspections for this site.
10. Unless otherwise approved, final occupancy must be scheduled within 30 business days of temporary occupancy.
11. No work in the public right-of-way may commence until a ROW excavation permit is approved.
12. Per the City of Bloomington Parks and Recreation Department, the Indiana Department of Natural Resources (IDNR) has determined that the work taking place under this permit does not require IDNR approval or permitting. Planning and Transportation has not received written confirmation of this from IDNR. Should IDNR determine, at any time, that permitting or any other approval is required from them, this project shall immediately stop work until permitting or approval is issued by IDNR.



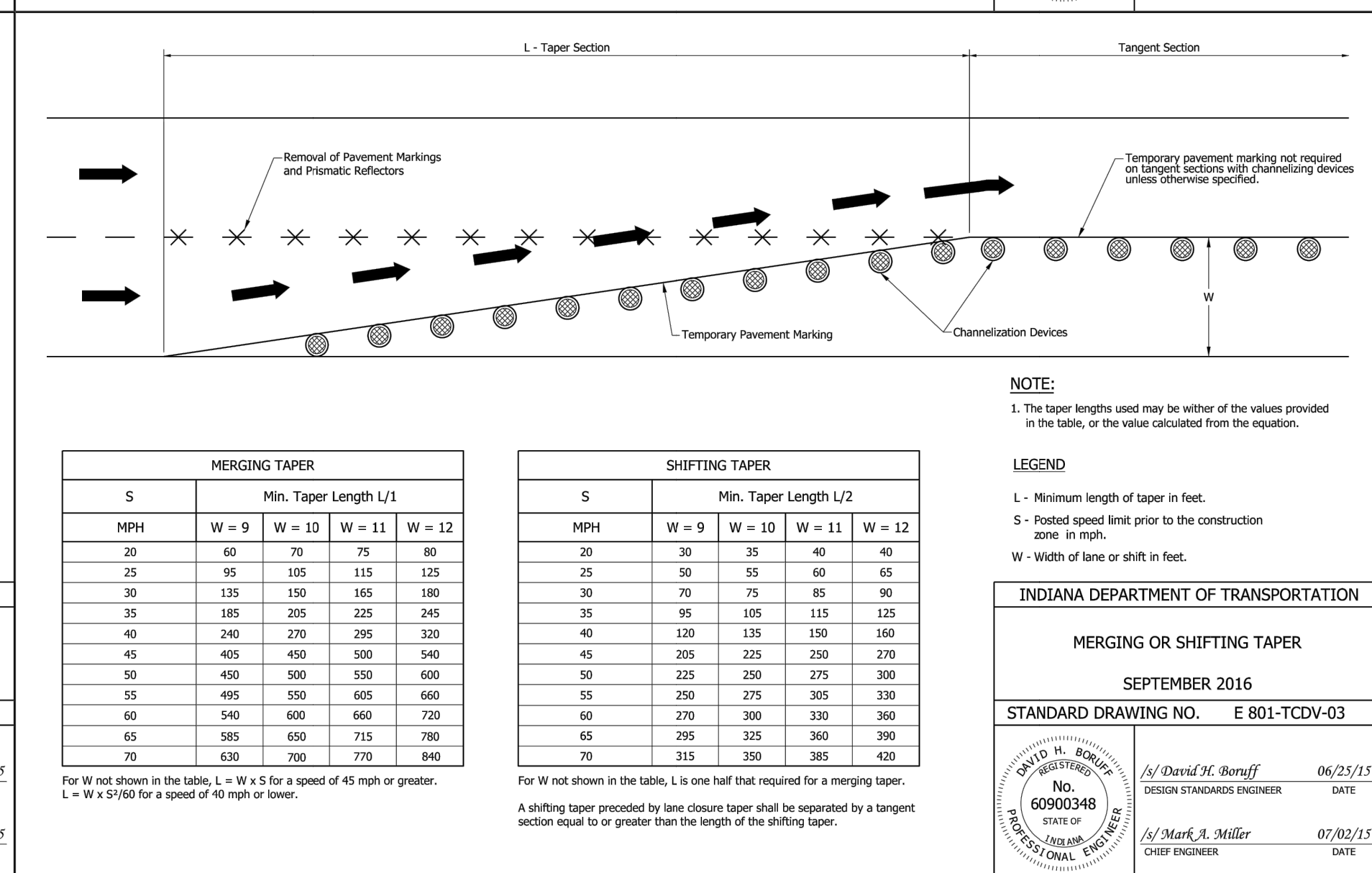
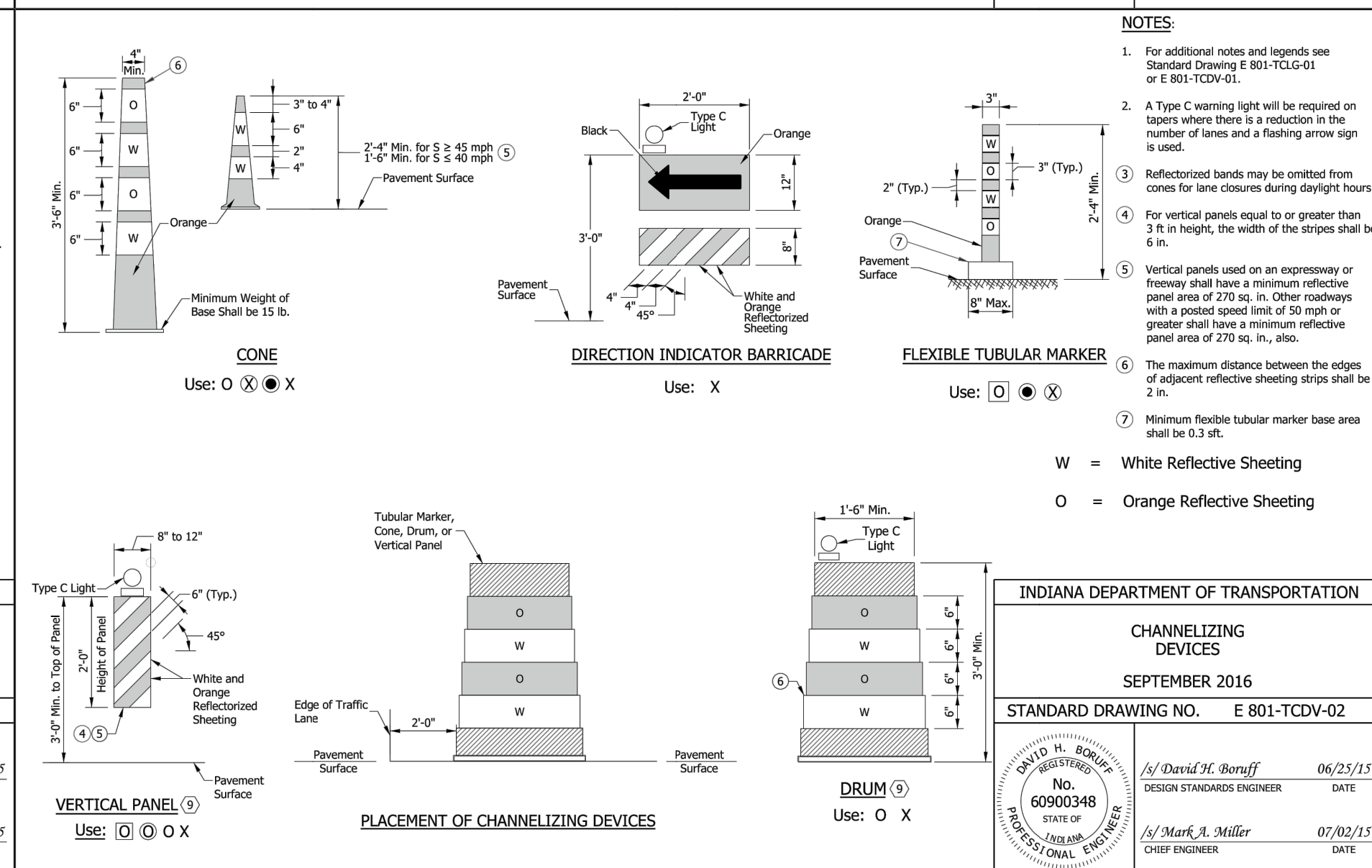
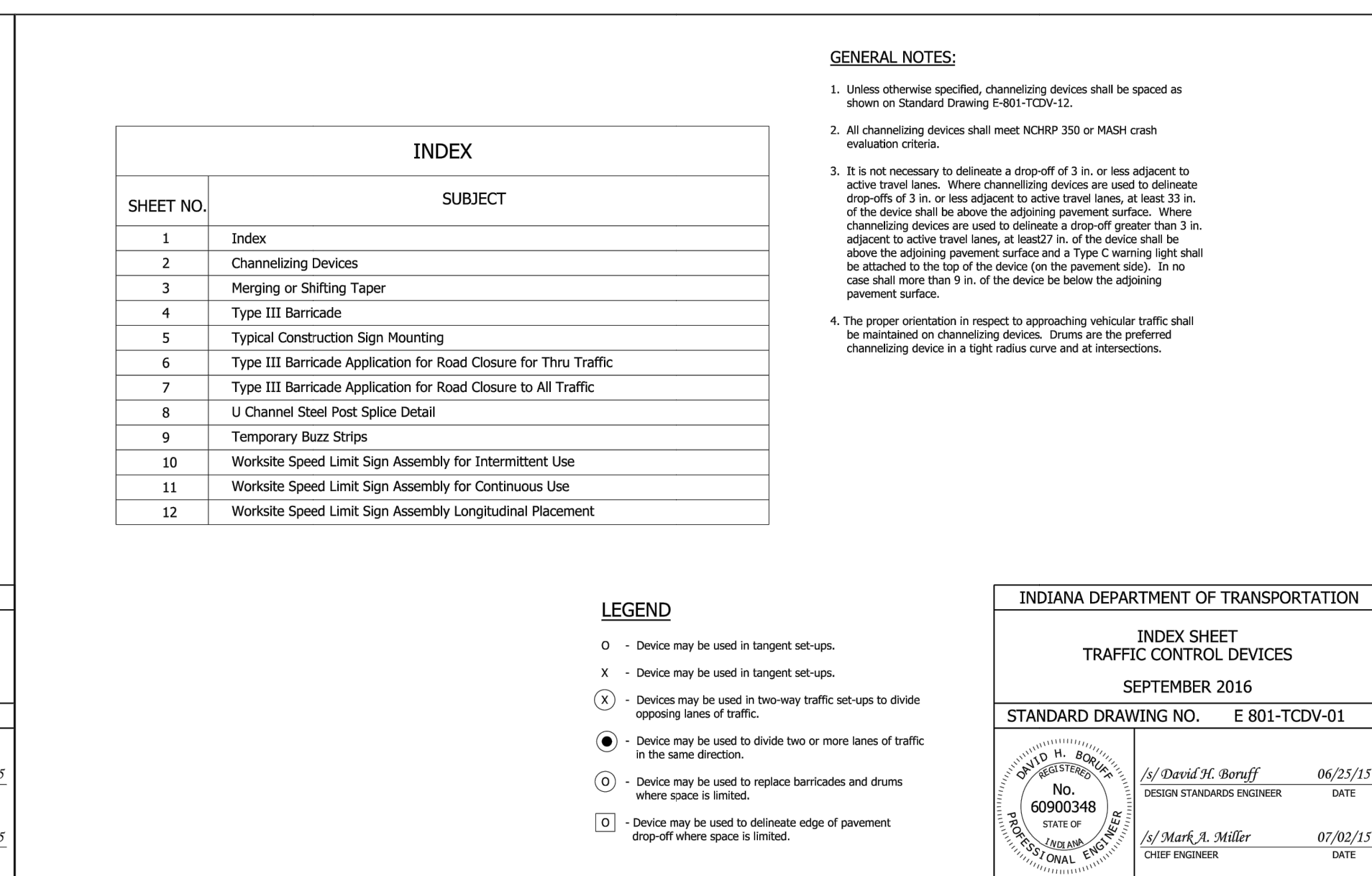
City of Bloomington
Planning and Transportation Department

13. All work shall comply with Floodplain Development Permit C21-560.
14. An onsite inspection shall be held prior to any earth disturbing activities to inspect that the 25-foot buffer around all wetlands has been maintained. Please contact Linda Thompson at 812-349-3533 to schedule an onsite inspection. Please make the request 48 hours in advance.

This Certificate of Zoning Compliance pertains only to the plans dated July 23, 2021 and last revised on 10/11/2021 sealed by Jeffrey R. Mader, and the specific use proposed, exactly as submitted and reviewed. This Certificate does not constitute the issuance of any additional required permits nor exempt the property from compliance with any requirements of other governmental entities.

Elizabeth Carter
Senior Zoning Compliance Planner
City of Bloomington
Planning and Transportation Department

Neil Kopper, PE
Senior Project Engineer
City of Bloomington
Engineering Department

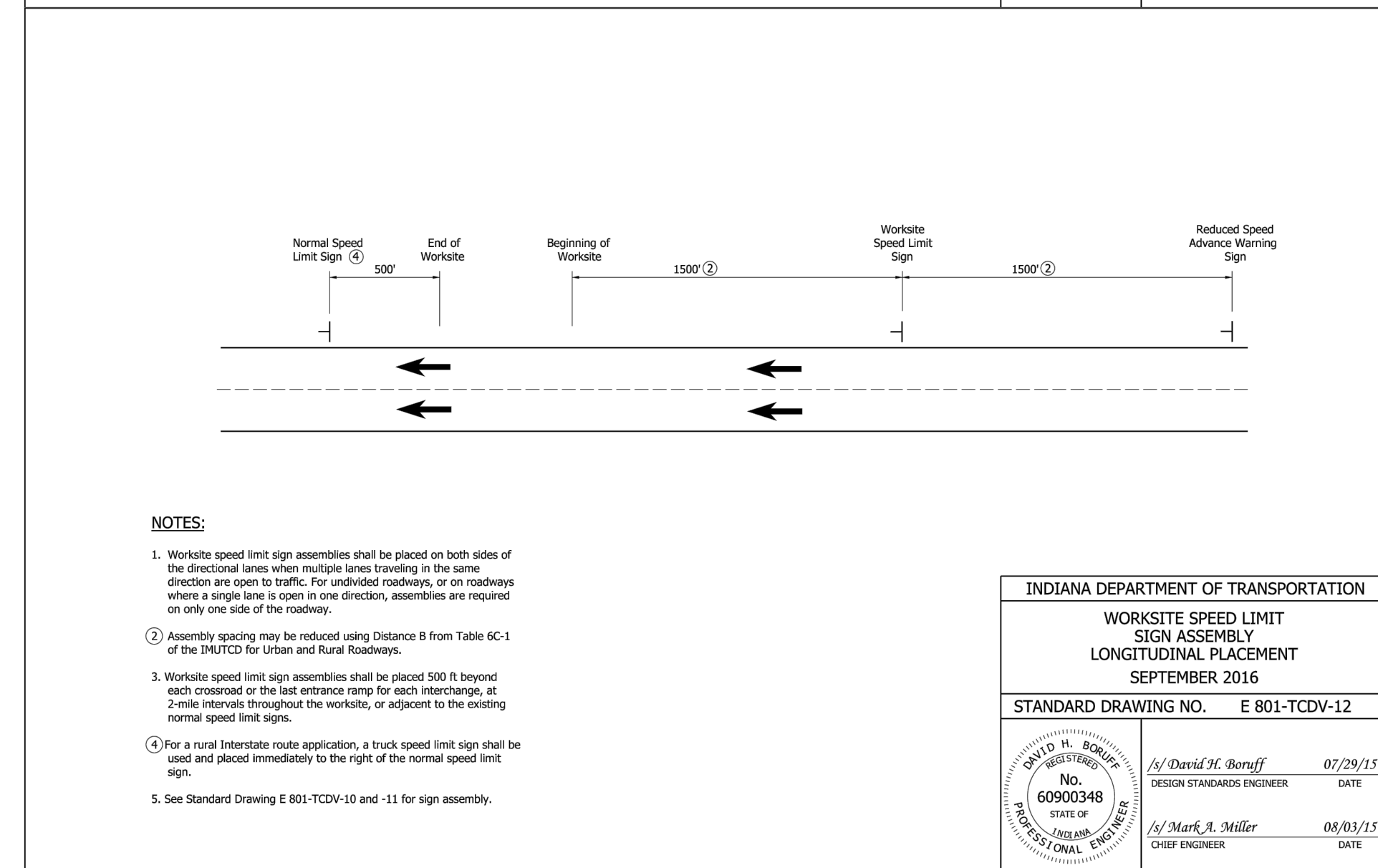
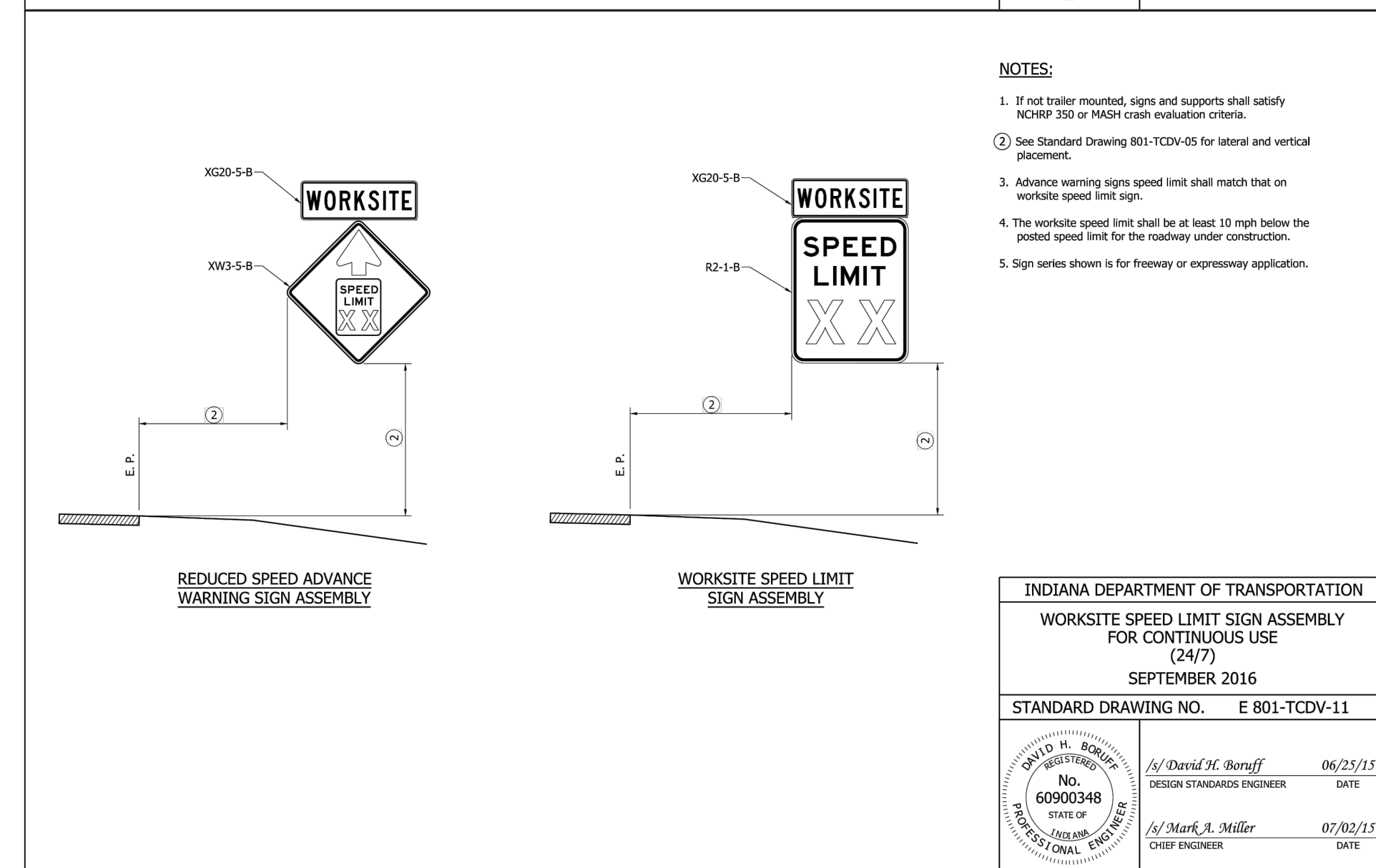
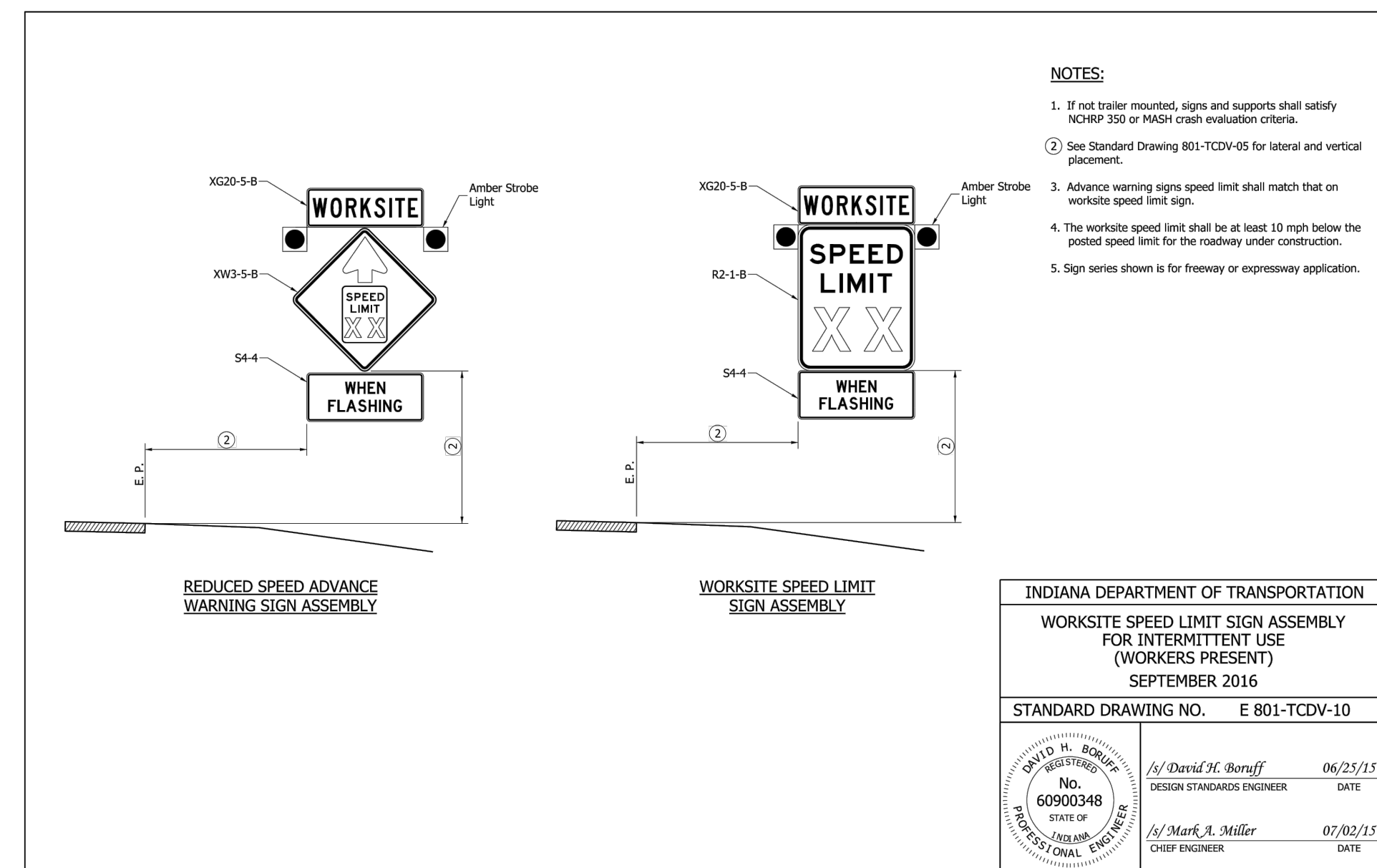


Legend

- Direction of travel
- Orange square: Channelizing device
- Hatched rectangle: Work space
- Triangle: Sign



Diagram Labels:

- Advance Warning Area:** tells traffic what to expect ahead
- Transition Area:** moves traffic out of its normal path
- Activity Area:** is where work takes place
- Termination Area:** lets traffic resume normal operations
- Downstream Taper:**
- Buffer Space (longitudinal):**
- Work Space:** is set aside for workers, equipment, and material storage
- Buffer Space (lateral):** provides protection for traffic and workers
- Traffic Space:** allows traffic to pass through the activity area
- Shoulder Taper:**



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design**
integrating people and nature®

302 Main Street, Beech Grove, Indiana 46107
p. 317-889-1175
www.maderdesignllc.com



BLOOMINGTON PARKS
Griffy Lake Fishing Pier & Loop Trail
3400 N. Headley Road
Bloomington, Indiana 47408
100% Construction Document

Headley Rd. North
Maintenance of Traffic Details

certified by:

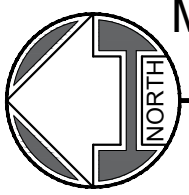
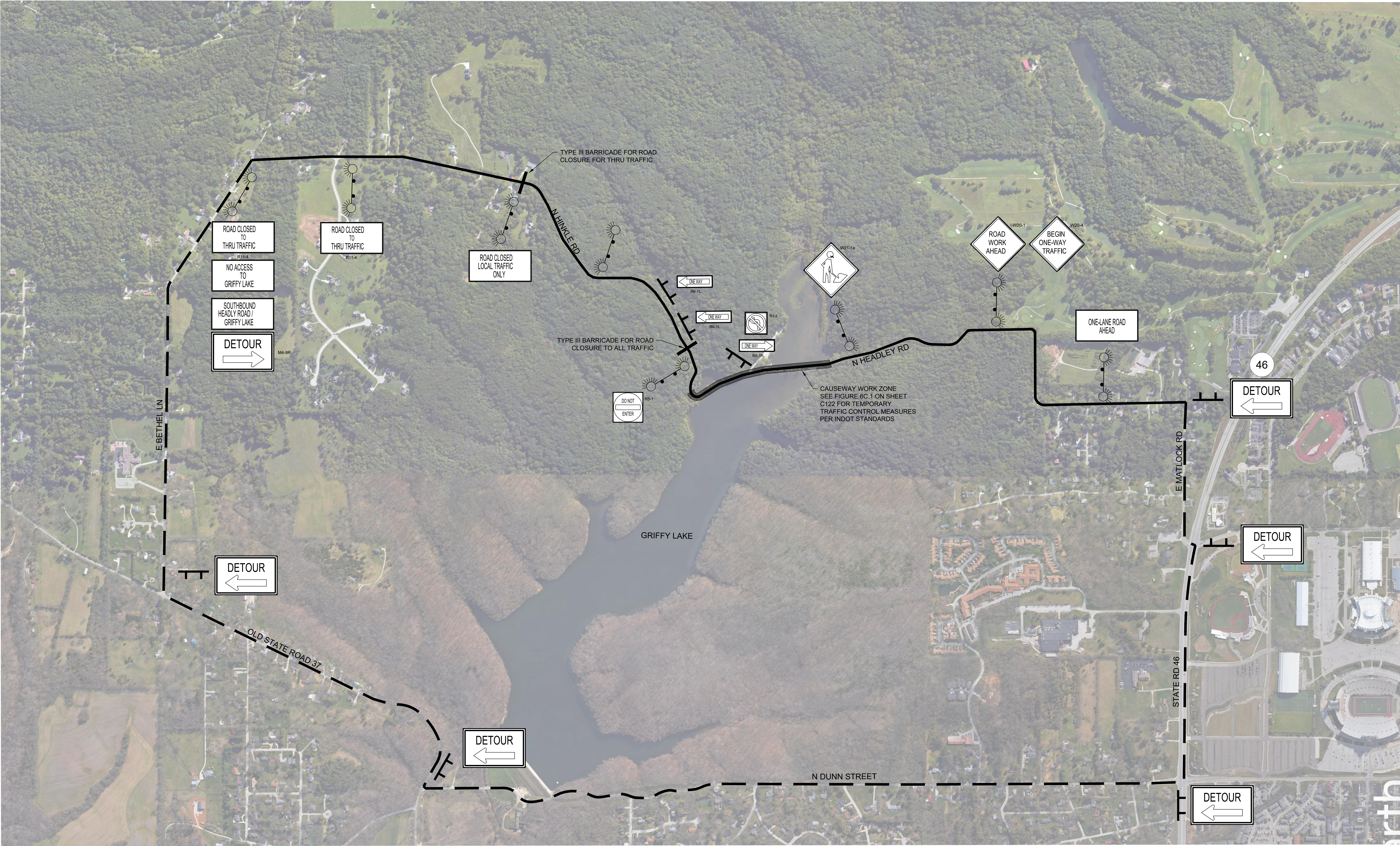
[Signature]

BENJAMIN S. HOYLE
REGISTERED
No.
PE10708282
STATE OF
INDIANA
PROFESSIONAL ENGINEER

7/28/2021

Landscape Architect is the author and owner of the drawings and specifications. They shall be used solely for the purposes of this project and shall not be used for any other Project or Work without expressed permission of the Landscape Architect.

C122



MAINTENANCE OF TRAFFIC PLAN
CONTROL SIGNALS

SCALE: 1" = 200'

PROPOSED SITE LEGEND:

DESCRIPTION:	
	CONSTRUCTION AREA
	SIGN WITH LOW-INTENSITY FLASHING YELLOW LIGHT
	TEMPORARY SIGN
	TYPE III BARRICADE

MAINTENANCE OF TRAFFIC NOTES:

- ALL TRAFFIC CONSTRUCTION SIGNAGE METHODS, MATERIALS, AND CONSTRUCTION DETAILS SHALL CONFORM WITH INDOT STANDARD DETOUR SHEETS AND SPECIFICATIONS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- SEE SHEETS C121 & C122 FOR INDOT DETAILS
- BARRICADES OR DRUMS SHALL BE PLACED ALONG THE OUTSIDE 2 FT. OF THE EXISTING PAVEMENT DURING CONSTRUCTION AT 20' O.C.
- REPAIR AND REPLACE ANY EXISTING PAVEMENT MARKINGS THAT ARE DAMAGED OR DESTROYED DURING CONSTRUCTION.
- ANY LANE RESTRICTIONS ARE REQUIRED TO BE COORDINATED WITH THE CITY OF BLOOMINGTON A MINIMUM OF 5 BUSINESS DAYS PRIOR TO LANE RESTRICTIONS.



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

**ADDRESS OR NEAREST ADDRESS
OF RIGHT OF WAY ACTIVITY:** Griffy Lake Boathouse

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Jeff Ooley
E-MAIL: jeff.ooley@ebpaving.com
COMPANY: E&B Paving
ADDRESS: 2520 W. Industrial Park Drive
CITY, STATE, ZIP: Bloomington, IN 47404
24-HR EMERGENCY CONTACT NAME: Jeff Ooley
24-HR CONTACT PHONE #: 812-512-0681
ADDITIONAL INFO: Secondary Contact:
Chris Williams
812-592-9014

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

SUBCONTRACTOR INFORMATION

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR
PERMIT) COMPANY NAME: NA

IS THIS A ☐ CBU* ☐ COUNTY* ☐ IU* ☐ NP* PROJECT?

PROJECT NAME: Griffy Lake Fishing Pier

PROJECT #: Parks and Recreation

PROJECT MGR.: Tim Street

PROJECT MGR. #: 812-349-3706

*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY

*IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

☐ POD/DUMPSTER ☐ CRANE ☐ SCAFFOLDING ☒ CONSTRUCTION USE* ☐ GAS ☐ ELECTRIC ☐ SANITARY SEWER ☐ WATER
☐ TELECOM ☒ OTHER (EXPLAIN): southbound lane will be closed for duration of project
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): Headley Road

☐ SIDEWALK* ☐ ROAD CLOSURE ☒ LANE CLOSURE: ☒ 1 ☐ 2 ☐ 3

☐ BIKE LANE ☐ BUS STOP ☐ ON-STREET PARKING* ☐ ALLEY

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL
INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE
COORDINATED WITH PARKING SERVICES

START DATE: 11/15/21 END DATE: 7/13/22 # OF DAYS*: 240

REQUESTED CLOSURE HOURS: _____ AM - _____ PM

*non-standard hours may not be allowed near schools, on arterials, or other
circumstances and are subject to approval during the permitting process BMC 14.09.040
allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for
pneumatic hammers) Per MOT plan barrels will

ADDITIONAL NOTES: be used to channel traffic
during work hours.

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: 22x22x1.33

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*:

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL: _____

LxWxD OF SIDEWALK RECONSTRUCTION*:

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*: 100x5x.33

*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to
reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of
the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: JEFF OOLEY

SIGNATURE: Jeff Ooley

DATE: 10-26-2021



TO SUBMIT A LOCATE REQUEST 24 HRS A
DAY, 7 DAYS A WEEK CALL 811 OR
800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG.
ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ Staff ☐ BPW ☐ City Engineer ☐ PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: Headley Road Matlock Rd. Hinkle Rd.
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☐ Complete Street Closure ☒ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley

☐ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure: ☐ Work on Sidewalk/Multiuse Path/Trail ☐ Work in Street

☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☐ Work on Private Property

☒ Other: Causeway Fishing Piers and Path

Date(s) of Closure: From Nov. 1, 2021 To June 22, 2022

> 2 weeks? ☒ Yes ☐ No

Start Time: 5 : 00 a.m. / p.m.

End Time: 5 : 00 a.m. / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: E&B Paving, LLC

Contact Person (Printed Name): Jeff Ooley

Contact Email: jeff.ooley@ebpaving.com Contact Phone No.: 812-512-0681

Signature: Date: 10/14/2021

For Administration Use Only

Approved By: _____ ☐ BPW ☐ Staff ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Approve Addendum 1 to LPA-Consulting Contract with VS Engineering, Inc. for the 1st St Reconstruction Project from Fairview St to College Ave

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 11/09/2021

Report: This project will reconstruct W. 1st Street between Fairview Street and College Avenue. Work may extend west as far as Patterson Drive or as far east as Walnut Street depending on detailed design. The Project will include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is eligible for federal funding. The project is programmed for up to 80% federal funding for construction (up to \$2,919,646 in federal funds). Construction is anticipated to begin in 2023.

The original design contract included right-of-way engineering services but excluded right-of-way acquisition services because it was initially assumed only right-of-way from IU Health would be required. After preliminary design the roadway grading is more significant than initially expected resulting in the need for temporary right-of-way from six parcels. The addendum includes the property appraisals, review appraisals and appraisal problem analysis. Additional right-of-way acquisition services will be required and an addendum for those services will be presented after the project environmental approval.

The current contract amount is set at a not to exceed amount of \$720,959.03 and this addendum will increase the contract by \$8,070.00 making the new not to exceed amount \$729,029.03. The contract is funded through the RDC.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2020
Design Services Contract	Approved	10/30/2020
ROW Services Contract	Current Item	11/09/2021
Public Need Resolution	Future	2021
Construction Inspection Contract	Future	2022
Construction Contract	N/A*	2022

*Construction contracts for federally funded projects are approved and managed by INDOT.

City of Bloomington Contract and Purchase Justification Form

Vendor: VS Engineering, Inc.

Contract Amount: \$729,029.03

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input checked="" type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	
# of Submittals: 9			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.</p>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

VS Engineering was determined to be the most qualified from 9 engineering firms that responded to an RFI to perform preliminary engineering services for the project.

 Patrick Dierkes

Print/Type Name

 Project Engineer

Print/Type Title

 Engineering

Department

CONTRACT A □ END □ ENT □

This Amendment is made and entered into _____, 2021 (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and □S Engineering, Inc. (“the CONSULTANT” □ a corporation/limited liability company organized under the laws of the State of Indiana.

□ ITNESSET □

W□EREAS, the LPA and CONSULTANT did, November 9, 2020 enter into a Contract to provide roadway design and construction plans for the 1st Street Reconstruction Project from Maple Street to College Avenue, in the City of Bloomington, Des No. 1900399 □ and

W□EREAS, to keep the project schedule moving, it was agreed to complete a portion of the Land Acquisition services under the Preliminary Engineering Phase of the project. Only Appraisals, Appraisal Reviews, and Appraisal Problem Analyses will be completed. No owner contact will occur until environmental approval, and subsequent PO approval from INDOT □ and

NOW, T□HEREFORE, it is agreed by and between the parties that the following Sections are amended as follows:

1. **Section I □ CO □ PENSATION** is amended as follows:

Change the maximum amount payable to \$729,029.03

2. **APPENDI □ “A” Services to be □urnished by CONSULTANT** is amended as follows:

Add the following:

Land Acquisition Services

1. Appraising Services

The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" □ pdf file format is available on the INDOT website □

The CONSULTANT agrees to furnish LPA all comparables used in the report, attached to each report and an electronic file □ Compact Disc media □ of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished.

The Appraiser agrees to furnish appraisals in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original

plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The appraisal will conform to statutory and judicial determinations regarding noncompensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The CONSULTANT agrees to updating reports at the request of LPA and/or testify on behalf of LPA, on any parcels should he/she be required to do so by LPA.

2. Review Appraisal Services

The CONSULTANT is required to have the review appraisal done independently from the appraisal and by a firm other than the one providing the initial appraisals.

The CONSULTANT agrees to furnish LPA all comparables used in the report, attached to each report and an electronic file [Compact Disc media] of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished LPA.

The CONSULTANT agrees to furnish reviews in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The CONSULTANT agrees to make the Review Appraisal Report / Appraisal Problem Analysis Report of each and every parcel.

The Review Appraisal Report / Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" [pdf file format is available on the INDOT website] and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The CONSULTANT agrees to updating reports at the request of INDOT and/or testify in court on behalf of LPA, on any parcels should he/she be required to do so by LPA.

3. **APPENDIX "D" COMPENSATION** is amended as follows:

For Section A.1, change the total amount payable to \$729,029.03

For Section B.3, change the amount payable to \$69,720.00

For Section B.3, add the following lines into the table:

Task	Rate	Quantity	Fee
15 - Appraisal - Waiver Evaluations	\$ 680.00	6	\$ 4,080.00
16 - Review Appraisals	\$ 410.00	6	\$ 2,460.00
17 - Appraisal Problem Analysis	\$ 255.00	6	\$ 1,530.00

Remainder of Page Intentionally Left Blank

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore** ☐ **the undersigned has knowledge that a state officer** ☐ **employee** ☐ **or special state appointee** ☐ **as those terms are defined in IC 36-2-1** ☐ **has a financial interest in the Contract** ☐ **the Party attests to compliance with the disclosure requirements in IC 36-2-1** ☐

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Sanjay B. Patel, PE,
CEO / President, S Engineering

☐ Print or type name and title ☐

Signature

Dana Henke
President, Board of Public Works

Signature

Beth J. Hollingsworth
Vice President, Board of Public Works

Attest:

Signature

☐ Print or type name and title ☐

Signature

Kyla Cox Deckard
Secretary, Board of Public Works

Signature

John Hamilton,
Mayor

000 00S00C00IO 000IBI
 0S00 000D 000 P00 P00C0L
RIGHT-OF-WAY SERVICES

O0 000: Bloomington 0S 0ng
 P0O00C: 0 est 1st Street
 D0SC0IP0IO: 6 Parcels

Task	Number of Parcels	Per Parcel Amount	Total
0ppraisals			
0 aiver 0al0ations	0	0000:00	0400:00
0al0e 0indings	0	0100:00	00:00
Short 0orms	0	0300:00	00:00
Short 0orms 0otal 0akes	0	0450:00	00:00
Commercial Long 0orms	0	011340:00	00:00
0esidential Long 0orms	0	04530:00	00:00
0evie0 0ppraisals	0		0240:00
0ppraisal Pro0lem 0nal0sis	0	0255:00	01530:00
Total fees (Appraising - Added to PE Contract)			\$8,070.00

parcels	review fee	total
0	0410:00	0240:00
0	0070:00	00:00
0	0130:00	00:00
0	05220:00	00:00
0	0210:00	00:00
		0240:00



Board of Public Works Staff Report

Project/Event:	2021 Evens Time, Inc., MiParc Online & OPUS Pro+ Purchase & Install Contract
Petitioner/Representative:	Public Works , Ryan Daily
Staff Representative:	Ryan Daily
Date:	11.09.21

Report:

Parking Services is proposing the purchase of MiParc Online Cardholder Account Management system to the parking suite. This feature will allow for online sign up of parking passes and account management by parking card holders. Customers will be able to sign up for garage parking permits directly online.

MiParc will also directly interface with our current card access system & revenue suite to allow auto-charge capability and/or direct monthly payments of parking fees by parking card holders.

Total cost = \$12,113.07

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time, Inc.

Contract Amount: \$12,113.07

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals:

Yes No

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

Was the lowest cost selected? (If no, please state below why it was not.)

☐
☒

This is an add on component to the Amano McGann software package.

3. State why this vendor was selected to receive the award and contract:

MiParc is an Addon service to the Amano McGann software package. Software will provide online sale of parking permits and automatic recharge of parking services to garage parkers and auto posting of fees and revenue collection to our accounting software package.

Ryan Daily

Parking Garages Manager

PW/Parking Services

Print/Type Name

Print/Type Title

Department



WBE Certified

2475 Directors Row Suite C

Indianapolis, IN 46241

(317) 358-1000

FAX: (317) 308-6608

Date: 6-3-2021

Salesperson: Patrick Ostrum

Quoted To: Ryan Daily

Quotation valid for 60 days.

Base Bid:

- \$12,113.07
- Itemized pricing included with Bid.
- Above pricing does not include conduit, electrical, networking, concrete work unless expressly itemized herein.

THEORY:

- Evens Time to Install Reeder kit and set up access to Debit Recharge program via Opus Pro+.

Scope by ET:

- Transport and mount all equipment
- Sawcut and seal all loops (if applicable)
- Configure system
- Configure readers
- Terminate all lane equipment and loops
- Terminate 120VAC 20 AMP circuits to gates/ PARCS Equipment
- Provide drawings for civil work (if applicable)
- No PE stamped drawings
- No PLA or prevailing wage quoted
- No OCIP or CCIP quoted
- All Technicians OSHA Certified

Scope by Others:

- Provide all concrete work
- Provide all low voltage or fiber runs
- Provide all electrical circuits
- Provide hookup at the panel (electric)
- Provide all conduit

TERMS and CONDITIONS:

50% Deposit, 40% at substantial completion, 10% at final acceptance.

Net 30 upon completion of installation. If customer delays installation,

Net 30 begins upon customer notification of equipment arrival.

This quotation's prices and terms are not subject to verbal changes or other agreements unless acknowledged in writing. All quotes and arrangements are firm except in the event of strikes, accidents, fires, availability of materials, and all other causes beyond our control.

Typographical and stenographic errors are subject to correction.

During the term of this Agreement and for six (6) months after that, it is understood that neither party will solicit, entice, hire, employ, or seek to employ any employee or partner of the other party without the express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement.

LIMITATION OF LIABILITY: Any warranties associated with this proposal are defined in the manufacturer's warranties accompanying this product's purchase and are made by the manufacturer. Evens Time Inc honors those warranties (one year) regarding this product(s). Evens Time Inc makes no warranties of merchantability and fitness for a particular purpose. In no event will Evens Time Inc be liable for any direct, special, or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Established trade customs shall govern conditions not explicitly stated herein. Terms inconsistent with those stated herein that may appear on the Purchaser's formal order will not bind to the Seller.

[] Yes, we would like to purchase the quoted items.

Purchase Order Number: _____ Date: _____

Purchaser's Authorized Signature _____

Evans Time Inc
2475 Directors Row
Suite C
Indianapolis, IN 46241



Quote

Date	Quote #
6/3/2021	2105

Name / Address
City of Bloomington-Publ 245 W. 7th Street Bloomington, IN 47404 USA

Ship To
City of Bloomington 245 W 7Th St Bloomington, IN 47404-4943

Rep	Terms	Lead Time
PO	Net 60	6 Weeks

Part Number	Description	U/M	Qty	Total Cost
O-0170/000-0G00-000	Proximity Reader Kit HID RP40 for OPUS-7000 Series Includes RP40 Multiclass Proximity Reader. Kit ships separately from the OPUS Pay Station and is dealer installed	ea	1	420.00T
APS7450	Pro+ MiParc Online Cardholder Account Management Program	ea	1	7,700.00T
Supplies	Misc. Supplies: Tools, Hardware, Wire, Fixtures	ea	1	100.00T
	Subtotal			8,220.00
	Labor- Parking Installation	Hr.	18	2,520.00
	Install Trip Charge		3	540.00
	Subtotal			3,060.00
	Vendor Shipping		1	257.67
	Indiana Sales Tax			575.40
Total				\$12,113.07

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Evens Time, Inc.**

This Agreement, entered into on this 9th day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Evens Time, Inc. (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall install and configure OPUS Pro+ MiParc software. These services will be performed at City facilities (“Services”) for a set price of Twelve Thousand, One Hundred Thirteen Dollars and Seven Cents. (\$12,113.07) 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, 5th, 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 Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand, One Hundred Thirteen Dollars and Seven Cents. (\$12,113.07). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Evens Time, Inc., 2475 Directors Row, Suite C, Indianapolis, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

EVENS TIME, INC.

John Hamilton, Mayor

Sherry Evens/Ken Evens,

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

EVENS TIME, INC.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Asset Management GIS Mapping Functionality
Petitioner/Representative: Public Works Department
Staff Representative: Nate Nickel, Public Works Business & Data Manager
Date: November 9, 2021

Report: The City of Bloomington Public Works Department has been utilizing the Lucity asset management software system since approximately 2011. Data in that system covers a wide range of the Public Works Department's physical assets, inventories, maintenance histories, cost and billing overviews, work order summaries, work order scheduling and a host of other features.

This project would enable Public Works Department staff members to synchronize the functionality of the Lucity asset management software system with the City's Geographic Information System (GIS) mapping component. This added capability would enable real-time asset updates and edits to be made simultaneously from Lucity into the GIS mapping system. This proposal includes GIS licensing fees, GIS system audit and set-up, first-year service maintenance fees, system synchronization and staff training.

City of Bloomington Contract and Purchase Justification Form

Vendor: CentralSquare
(Lucity)

Contract Amount: \$17,418.64

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

The City of Bloomington Public Works Department has been utilizing the Lucity asset management software system since approximately 2011. Data in that system covers a wide range of the Public Works Department's physical assets, inventories, maintenance histories, cost and billing overviews, work order summaries, work order scheduling and a host of other features. Adding a GIS mapping functionality to the existing asset management software will significantly increase the utility of the system to all end-users.

Nate Nickel

Business & Data
Manager

Department of Public Works

Print/Type Name

Print/Type Title

Department

Quote #: 02030

Primary Quoted Solution: Enterprise Asset Mgmt

Quote expires on: December 17, 2021

Quote prepared for:

Kate Mickel

City of Bloomington

401 Morton St

Bloomington, IL 47404

(317) 340-3400

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 1,000 communities where almost all our products can be found at www.centralsquare.com

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Asset Management & IS Desktop License Fee	1	21,311	21,311
Asset Management & IS Web License Fee	1	10,153	10,153
Software Total			13,004 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
IS Admin and User Onboarding	720.00
IS Audit/Sech Setup & Deployment Setup	2,000.00
IS Project Management	720.00
Services Total	4,320.00 USD

QUOTE SUMMARY

Software Subtotal	13,004 USD
Services Subtotal	4,320.00 USD

Quote Total 17,418.64 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
Software License Fee	10,000.00
Software Support Fee	0.00

The amount totals for maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Annual invoices will include this total plus an applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.375 will be shown as a Unit Price of \$21.38. The total for this quote has been calculated using the actual prices for the product and/or service rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the Ship location provided by Customer on the quote form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100 Days upon Contract execution

Contract Startup

- ☐ 100 Days Upon Contract Execution

Hardware & Third-Party Software

- ☐ 100 Days Upon Contract Execution

Services

- ☐ Fixed Fee: 100 Days Upon Completion
- ☐ Time & Material: Due as Incurred
- ☐ Services Bundle: Fixed Fee 100 Days Upon Execution

Third-Party Services

- ☐ Fixed Fee: 50 Days Upon Contract Execution 50 Days Upon Completion

Travel & Living Expenses

- ☐ Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this quote form? (Customer to complete)

Yes No

Customer's purchase order terms will be governed by the parties' existing master executed agreement or in the absence of such are void and will have no legal effect

PO Number:

Initials:

City of Bloomington

Signature:

Name:

Date:

Title:



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -
11/12/21

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Brian Christian	01-refund adoption fee-canine-10/21/21		11/12/2021	40.00
Courtney Dienelt	01-refund adoption fee-rabbit-10/16/21		11/12/2021	45.00
Linda Dike	01-refund adoption fee feline-11/3/21		11/12/2021	75.00
Jasmine Fan	01-refund adoption fee-feline-10/26/21		11/12/2021	75.00
Karissa Jacobs	01-refund adoption fee-canine-10/23/21		11/12/2021	40.00
Account 43430 - Animal Adoption Fees Totals			Invoice 5 Transactions	\$275.00
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-trash liners-10/19/21		11/12/2021	56.28
313 - Fastenal Company	01-trash liners, bleach-10/19/21		11/12/2021	344.82
313 - Fastenal Company	01-sheet roll towels, laundry soap-10/19/21		11/12/2021	136.61
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-10/22/21		11/12/2021	120.47
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-10/22/21		11/12/2021	498.68
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-10/21/21		11/12/2021	249.50
4549 - Kroger Limited Partnership I	01-rabbit food-bok choy, collard greens, parsley- 10/14/21		11/12/2021	6.65
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley, celery-10/19/21		11/12/2021	13.92
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley, celery-10/28/21		11/12/2021	14.52
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-10/4/21		11/12/2021	85.40



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -
11/12/21

4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, pain meds, antifungal, sharps containers	11/12/2021	101.52
4633 - Midwest Veterinary Supply, INC	01-needles-10/15/21	11/12/2021	25.70
4633 - Midwest Veterinary Supply, INC	01-poop bags-10/15/21	11/12/2021	53.84
4633 - Midwest Veterinary Supply, INC	01-antibacteria, anti fungal-10/18/21	11/12/2021	135.19
4633 - Midwest Veterinary Supply, INC	01-syringes, rabbit food (Timothy Hay)-10/18/21	11/12/2021	119.50
4633 - Midwest Veterinary Supply, INC	01-ziplock bags-10/18/21	11/12/2021	6.54
4137 - Patterson Veterinary Supply, INC	01-milk replacer, antiviral-10/18/21	11/12/2021	152.71
4666 - Zoetis, INC	01-cat vaccines	11/12/2021	768.00
Account 52210 - Institutional Supplies Totals		Invoice 18 Transactions	<hr/> \$2,889.85
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21- #287289748780X10192021	10/27/2021	218.94
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$218.94
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/8- 10/7/21	BC 2010-23 10/27/2021	1,646.46
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<hr/> \$1,646.46
Account 53610 - Building Repairs			
32 - Cassidy Electrical Contractors, INC	19-SA Checked Voltage on AC Unit @ Animal Care and Control	BC 2020-70 11/12/2021	85.00
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$85.00
Account 53630 - Machinery and Equipment Repairs			
298 - Commercial Service Of Bloomington, INC	01-testing of incinerator for disposal	11/12/2021	2,155.59
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions	<hr/> \$2,155.59



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -
11/12/21

Account **53990 - Other Services and Charges**

9523 - Freedom Business Solutions, LLC	01-printer cleaning and repair	11/12/2021	75.00
231 - IU Health OCC Health Services	01-K Ennis-vaccine rabies Imovax IM-9/22/21	11/12/2021	346.00
231 - IU Health OCC Health Services	01-K Ennis-vaccine rabies Imovax IM-9/15/21	11/12/2021	346.00
231 - IU Health OCC Health Services	01-K Ennis-vaccine rabies Imovax IM-10/06/21	11/12/2021	346.00
Account 53990 - Other Services and Charges Totals		Invoice 4	\$1,113.00
		Transactions	
Program 010000 - Main Totals		Invoice 31	\$8,383.84
		Transactions	

Program **010001 - Donations Over \$5K**

Account **53130 - Medical**

6529 - BloomingPaws, LLC	01-diagnostics, emergency services-10/18-10/23/21	11/12/2021	1,719.86
175 - Monroe County Humane Association, INC	01-office visit & medication-10/20/21	11/12/2021	75.00
175 - Monroe County Humane Association, INC	01-diagnostics-10/21/21	11/12/2021	160.50
Account 53130 - Medical Totals		Invoice 3	\$1,955.36
		Transactions	
Program 010001 - Donations Over \$5K Totals		Invoice 3	\$1,955.36
		Transactions	
Department 01 - Animal Shelter Totals		Invoice 34	\$10,339.20
		Transactions	

Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

5819 - Synchrony Bank	02 Innovation Leafing Pilot Supplies Leaf Bags	11/12/2021	208.80
5819 - Synchrony Bank	02 Digital level for PW inspector	11/12/2021	19.99
Account 52420 - Other Supplies Totals		Invoice 2	\$228.79
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -
11/12/21

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21- #287289748780X10192021	10/27/2021	81.18
1079 - AT&T	02-Radio circuits-phone charges 9/29-10/28/21	11/01/2021	181.19
Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$262.37

Account **54510 - Other Capital Outlays**

18844 - First Financial Bank, N.A.	20-Recover Forward-Bus Stop Proj-App #2-10/13/21-BT BC 2020-107	11/12/2021	2,942.38
7627 - River Town Construction, LLC	20-Recover Forward-Bus Stop Proj-App #2-10/13/21-BT BC 2020-107	11/12/2021	55,904.77
Account 54510 - Other Capital Outlays Totals		Invoice 2 Transactions	<hr/> \$58,847.15
Program 020000 - Main Totals		Invoice 6 Transactions	<hr/> \$59,338.31

Program **02RCVR - Recover Forward**

Account **54310 - Improvements Other Than Building**

18844 - First Financial Bank, N.A.	20-Recover Forward-Bus Stop Proj-App #2-10/13/21-BT BC 2020-107	11/12/2021	11,415.49
7627 - River Town Construction, LLC	20-Recover Forward-Bus Stop Proj-App #2-10/13/21-BT BC 2020-107	11/12/2021	216,894.51
Account 54310 - Improvements Other Than Building Totals		Invoice 2 Transactions	<hr/> \$228,310.00
Program 02RCVR - Recover Forward Totals		Invoice 2 Transactions	<hr/> \$228,310.00
Department 02 - Public Works Totals		Invoice 8 Transactions	<hr/> \$287,648.31

Department **03 - City Clerk**

Program **030000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21-Inv. 287297421132X10192021	10/27/2021	122.85
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$122.85



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -

11/12/21

Program **030000 - Main** Totals

Invoice 1

\$122.85

Transactions

Department **03 - City Clerk** Totals

Invoice 1

\$122.85

Transactions

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv.

10/27/2021

40.95

287297421132X10192021

Account **53210 - Telephone** Totals

Invoice 1

\$40.95

Transactions

Program **040000 - Main** Totals

Invoice 1

\$40.95

Transactions

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

1481 - Ivy Tech Community College

04: NCCER Trades Grant (RF 2021)

11/12/2021

100,000.00

421 - Centerstone Of Indiana, INC

04-Agreement with Centerstone for Employment

BC 2021-79

11/12/2021

9,568.02

Program 2021

Account **53960 - Grants** Totals

Invoice 2

\$109,568.02

Transactions

Program **04RCVR - Recover Foward** Totals

Invoice 2

\$109,568.02

Transactions

Department **04 - Economic & Sustainable Dev** Totals

Invoice 3

\$109,608.97

Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

06-Wrist and arm rest pads for C Gilliland

11/12/2021

24.05

Account **52110 - Office Supplies** Totals

Invoice 1

\$24.05

Transactions

Account **53990 - Other Services and Charges**



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -

11/12/21

5648 - Reedy Financial Group, PC

06-Financial Consulting

11/12/2021

3,519.75

5648 - Reedy Financial Group, PC

06-Annexation Consulting

11/12/2021

905.10

5648 - Reedy Financial Group, PC

06-TIF Financial Consulting

11/12/2021

9,412.90

Account **53990 - Other Services and Charges** Totals

Invoice 3

\$13,837.75

Transactions

Program **060000 - Main** Totals

Invoice 4

\$13,861.80

Transactions

Department **06 - Controller's Office** Totals

Invoice 4

\$13,861.80

Transactions

Department **07 - Engineering**

Program **070000 - Main**

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

07-IMSA virtual training-Work Zone Temp. Traffic
Control (Hamid)

11/12/2021

565.00

Account **53160 - Instruction** Totals

Invoice 1

\$565.00

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv.
287297421132X10192021

10/27/2021

347.07

Account **53210 - Telephone** Totals

Invoice 1

\$347.07

Transactions

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

07-Professional Engineer License Renewal (Andrew
Cibor)

11/12/2021

315.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1

\$315.00

Transactions

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

07-DoxPop-Monthly Fee & Environmental Covenant-B-
Line Ph II

11/12/2021

60.90

Account **53990 - Other Services and Charges** Totals

Invoice 1

\$60.90

Transactions

Account **54110 - Land Purchase**



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -
11/12/21

606 Building Company, LLC	13-ROW 17th Street MU Des 4900402-13	11/12/2021	4,330.00
JOHN W HART	13-ROW 17th Street MU-Des1900402-21	11/12/2021	1,930.00
DAVID THOMPSON	13-ROW 17th Street MU-219 SF FOR TEMP EASE	11/12/2021	1,000.00
WWHB, LLC	13-ROW 17th Street MU Des 1900402-10	11/12/2021	3,180.00
Account 54110 - Land Purchase Totals		Invoice 4 Transactions	<hr/> \$10,440.00

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps PH 3-Inv. date 10/1/21	BC 2021-25	11/12/2021	24,821.43
Account 54310 - Improvements Other Than Building Totals		Invoice 1 Transactions		<hr/> \$24,821.43
Program 070000 - Main Totals		Invoice 9 Transactions		<hr/> \$36,549.40
Department 07 - Engineering Totals		Invoice 9 Transactions		<hr/> \$36,549.40

Department **09 - CFRD**

Program **090000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21-Inv. 287297421132X10192021	10/27/2021	40.95
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$40.95
Program 090000 - Main Totals		Invoice 1 Transactions	<hr/> \$40.95
Department 09 - CFRD Totals		Invoice 1 Transactions	<hr/> \$40.95

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP	10-general municipal advice-9/28/21	11/12/2021	347.50
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Board of Public Works Claim Register

Invoice Date Range 10/27/21 -
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10 - Bledsoe Riggert Cooper & James INC	10-survey for annexation area 1A & 2	11/12/2021	1,705.00
19660 - Bose McKinney & Evans, LLP	10-Legal/Consulting Serv-Federally Funded Proj-Sept 2021	11/12/2021	3,000.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-waiver recording-10/19/21	11/12/2021	25.00
205 - City Of Bloomington	10-PC reimb-MoCoRec-recording waivers-10/26/21	11/12/2021	50.00
608 - Krieg Devault, LLP	10-retainer agreement September 2021	11/12/2021	2,500.00
Account 53120 - Special Legal Services Totals		Invoice 6	\$7,627.50
Program 100000 - Main Totals		Transactions	
		Invoice 6	\$7,627.50
		Transactions	
Program 101000 - Human Rights			
Account 53320 - Advertising			
205 - City Of Bloomington	10-BHRC donation to MLK celebration	11/12/2021	250.00
Account 53320 - Advertising Totals		Invoice 1	\$250.00
		Transactions	
Program 101000 - Human Rights Totals		Invoice 1	\$250.00
		Transactions	
Department 10 - Legal Totals		Invoice 7	\$7,877.50
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	11 -Mac case for Devta	11/12/2021	16.99
5819 - Synchrony Bank	11 -keurig for mayor meetings	11/12/2021	68.96
Account 52420 - Other Supplies Totals		Invoice 2	\$85.95
		Transactions	
Account 53160 - Instruction			
7915 - Professional Development Academy LLC	11 -ICMA tuition	11/12/2021	1,995.00



Board of Public Works Claim Register

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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv.
287287430216X10192021

Account **53160 - Instruction** Totals

Invoice 1
Transactions
\$1,995.00

10/27/2021 114.41

Account **53210 - Telephone** Totals

Invoice 1
Transactions
\$114.41

Account **53320 - Advertising**

50706 - Bloomington Magazine, INC (Bloom Magazine)

11 -Ad for Oct/Nov Issue

11/12/2021 1,134.00

Account **53320 - Advertising** Totals

Invoice 1
Transactions
\$1,134.00

Account **53910 - Dues and Subscriptions**

7450 - International City/County Management Association

11 -Membership Dues for MCC

11/12/2021 292.00

53442 - Paragon Micro, INC

11 - Adobe OOTM

11/12/2021 935.99

Account **53910 - Dues and Subscriptions** Totals

Invoice 2
Transactions
\$1,227.99

Program **110000 - Main** Totals

Invoice 7
Transactions
\$4,557.35

Department **11 - Mayor's Office** Totals

Invoice 7
Transactions
\$4,557.35

Department **12 - Human Resources**

Program **120000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv.
287297421132X10192021

Account **53210 - Telephone** Totals

Invoice 1
Transactions
\$23.90

10/27/2021 23.90

Account **53990 - Other Services and Charges**

6891 - Gatehouse Media Indiana Holdings

12-Job Ads \$341.05-HR portion/split w/CBU

11/12/2021 341.05

6891 - Gatehouse Media Indiana Holdings

12-HT Renewal \$249.60

11/12/2021 249.60



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11/12/21
236.50

6099 - Safe Hiring Solutions

12-out of state background checks \$236.50

11/12/2021

Account **53990 - Other Services and Charges** Totals

Invoice 3 \$827.15

Transactions

Program **120000 - Main** Totals

Invoice 4 \$851.05

Transactions

Department **12 - Human Resources** Totals

Invoice 4 \$851.05

Transactions

Department **13 - Planning**

Program **130000 - Main**

Account **52420 - Other Supplies**

5247 - Robert Hudson (Graphic Visions)

13-#100 "Notice of Demolition" signs + "H" sign frames

11/12/2021

1,100.00

5819 - Synchro Bank

13-(2) Digital Thermometers (COVID related purchase)

11/12/2021

28.48

Account **52420 - Other Supplies** Totals

Invoice 2 \$1,128.48

Transactions

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

13-Planning Conf. Registration APA Oregon
Chapter_Amir CC#3542

11/12/2021

150.00

Account **53160 - Instruction** Totals

Invoice 1 \$150.00

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv.
287297421132X10192021

10/27/2021

409.50

Account **53210 - Telephone** Totals

Invoice 1 \$409.50

Transactions

Account **53320 - Advertising**

3560 - First Financial Bank / Credit Cards

13-Facebook post_Eco Heroes" For more information
about Eco "

11/12/2021

13.15

Account **53320 - Advertising** Totals

Invoice 1 \$13.15

Transactions

Account **53990 - Other Services and Charges**

7053 - BlueBeam, INC

13 - BlueBeam Studio Prime Annual Subscription

11/12/2021

2,340.00



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Account **53990 - Other Services and Charges** Totals

Invoice 1	\$2,340.00
Transactions	
Invoice 6	\$4,041.13
Transactions	

Program **130000 - Main** Totals

Program **132000 - MPO**

Account **53910 - Dues and Subscriptions**

17974 - National Assoc. Of Regional Councils

13-2021 BMC/MPO Membership Dues - for Pat Martin

11/12/2021

545.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1	\$545.00
Transactions	
Invoice 1	\$545.00
Transactions	
Invoice 7	\$4,586.13
Transactions	

Program **132000 - MPO** Totals

Department **13 - Planning** Totals

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

4574 - John Deere Financial (Rural King)

19-chain loop, auto cut 25-2 head-10/22/21

11/12/2021

53.22

394 - Kleindorfer Hardware & Variety

19- 2 Tape for City Hall, Inv# 717536

11/12/2021

18.98

394 - Kleindorfer Hardware & Variety

19 - 2 bags of wire ties, INV# 719516

11/12/2021

19.98

394 - Kleindorfer Hardware & Variety

19 - (2) 15 ft cord, 1 pack of cable ties, Inv# 720657

11/12/2021

40.97

394 - Kleindorfer Hardware & Variety

19- 3 Pick a stick for City Hall

11/12/2021

56.97

394 - Kleindorfer Hardware & Variety

19-11 Mirror Hangers, 24 screws, wire, box Joist Hanger
nail

11/12/2021

87.27

5819 - Synchrony Bank

19 - Butyl seal tape

11/12/2021

10.72

Account **52310 - Building Materials and Supplies** Totals

Invoice 7	\$288.11
Transactions	

Account **52420 - Other Supplies**

796 - Interstate Battery System of Bloomington, INC

19- Batteries for Pressure Washer

11/12/2021

79.45



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11/12/21
20.99

293 - J&S Locksmith Shop, INC

19-Chainsaw Chain for Facilities

11/12/2021

Account **52420 - Other Supplies** Totals

Invoice 2
Transactions

\$100.44

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC

19- Uniform Pants for Facility Employees, INV#
1825047553

BC 2009-52

11/12/2021

35.43

Account **52430 - Uniforms and Tools** Totals

Invoice 1
Transactions

\$35.43

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

19- Monthly Pest Control @ City Hall

BC 2020-84

11/12/2021

75.00

Account **53140 - Exterminator Services** Totals

Invoice 1
Transactions

\$75.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-
#287289748780X10192021

10/27/2021

166.96

Account **53210 - Telephone** Totals

Invoice 1
Transactions

\$166.96

Account **53510 - Electrical Services**

223 - Duke Energy

19-CH/off site facilities-electric summary bill-9/8-
10/7/21

BC 2010-23

10/27/2021

11,688.05

Account **53510 - Electrical Services** Totals

Invoice 1
Transactions

\$11,688.05

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

19-SA Condensation Leak in Russell's Office, INV#
W70387

BC 2020-75

11/12/2021

112.88

321 - Harrell Fish, INC (HFI)

19-SA Repair of Deputy Mayor Thermostat

BC 2020-75

11/12/2021

906.27

321 - Harrell Fish, INC (HFI)

19-SA Heat Pump Repair in OOTC

BC 2020-75

11/12/2021

1,749.67

6688 - SSW Enterprises, LLC (Office Pride)

19- Cleaning Services for Animal for October 2021

BC 2020-102

11/12/2021

1,498.28

6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning service for City Hall for October 2021

BC 2020-102

11/12/2021

13,113.66

6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning services for Fleet for October 2021

BC 2020-102

11/12/2021

1,041.60



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6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for Sanitation for October 2021 BC 2020-102 11/12/2021 805.29

6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for Street & Traffic for October 2021 BC 2020-102 11/12/2021 1,598.31

Account **53610 - Building Repairs** Totals Invoice 8 \$20,825.96

Transactions Invoice 21 \$33,179.95

Program **190000 - Main** Totals Transactions

Department **19 - Facilities Maintenance** Totals Invoice 21 \$33,179.95

Transactions

Department **28 - ITS**

Program **280000 - Main**

Account **52420 - Other Supplies**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21- 10/27/2021 1,346.97

#287289748780X10192021

Account **52420 - Other Supplies** Totals Invoice 1 \$1,346.97

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv. 10/27/2021 404.42

287297421132X10192021

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21- 10/27/2021 621.60

#287289748780X10192021

Account **53210 - Telephone** Totals Invoice 2 \$1,026.02

Transactions

Account **53230 - Travel**

7929 - Desiree King

28-per diem/hotel/tolls/fuel-9/18-9/23/21 11/12/2021 1,804.81

Account **53230 - Travel** Totals Invoice 1 \$1,804.81

Transactions

Account **53910 - Dues and Subscriptions**

7344 - Periodic INC

28 - October 2021 Resources and Bookables 11/12/2021 117.00

Account **53910 - Dues and Subscriptions** Totals Invoice 1 \$117.00

Transactions

Account **54420 - Purchase of Equipment**



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1,429.78

53442 - Paragon Micro, INC

28 - Remaining 22 replacement UPS units for
BFD/BPD_flood

11/12/2021

Account **54420 - Purchase of Equipment** Totals

Invoice 1 \$1,429.78

Transactions

Program **280000 - Main** Totals

Invoice 6 \$5,724.58

Transactions

Department **28 - ITS** Totals

Invoice 6 \$5,724.58

Transactions

Fund **101 - General Fund (S0101)** Totals

Invoice 112 \$514,948.04

Transactions

Fund **176 - ARPA Local Fiscal Recvry (S9512)**

Department **04 - Economic & Sustainable Dev**

Program **G21005 - ARP COVID Local Fiscal Recovery**

Account **53960 - Grants**

6714 - Dimension Mill, INC

04: Bloomington Remote Grant (ARPA 2021)

11/12/2021

30,000.00

6714 - Dimension Mill, INC

04: Reboot Grant (ARPA 2021)

11/12/2021

20,000.00

Account **53960 - Grants** Totals

Invoice 2 \$50,000.00

Transactions

Account **53990 - Other Services and Charges**

7941 - Vintage Window Restoration LP

04: Waldron Window Repairs

BC 2021-86

11/12/2021

13,809.64

Account **53990 - Other Services and Charges** Totals

Invoice 1 \$13,809.64

Transactions

Program **G21005 - ARP COVID Local Fiscal Recovery** Totals

Invoice 3 \$63,809.64

Transactions

Department **04 - Economic & Sustainable Dev** Totals

Invoice 3 \$63,809.64

Transactions

Fund **176 - ARPA Local Fiscal Recvry (S9512)** Totals

Invoice 3 \$63,809.64

Transactions

Fund **270 - CC Jack Hopkins NR17-42 (S0011)**

Department **05 - Common Council**

Program **050000 - Main**



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Account **53960 - Grants**

7528 - HealthNet INC

15-JH 2021 Grant-expenses-2 billboards (2 months),
transit buses

11/12/2021 9,120.00

Account **53960 - Grants** Totals

Invoice 1 \$9,120.00

Transactions

Program **050000 - Main** Totals

Invoice 1 \$9,120.00

Transactions

Program **05RCVR - Recover Forward**

Account **53960 - Grants**

7014 - Society of St. Vincent De Paul, Archdiocesan

15-JH21 Grant-utilities assistance to 12 recipients-Inv
#7

11/12/2021 3,259.50

7932 - Tandem Community Birth Center and PostPartum House

15-JH 2021 Grant-fetal model-prenatal education classes

11/12/2021 341.79

Account **53960 - Grants** Totals

Invoice 2 \$3,601.29

Transactions

Program **05RCVR - Recover Forward** Totals

Invoice 2 \$3,601.29

Transactions

Department **05 - Common Council** Totals

Invoice 3 \$12,721.29

Transactions

Fund **270 - CC Jack Hopkins NR17-42 (S0011)** Totals

Invoice 3 \$12,721.29

Transactions

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090018 - CBVN**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

4440 - Points of Light Foundation

09-Membership Annual Dues-10/1/21-9/30/22

11/12/2021 125.00

Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals

Invoice 1 \$125.00

Transactions

Program **090018 - CBVN** Totals

Invoice 1 \$125.00

Transactions

Department **09 - CFRD** Totals

Invoice 1 \$125.00

Transactions

Fund **312 - Community Services** Totals

Invoice 1 \$125.00

Transactions



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Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53750 - Rentals - Other**

12283 - Smithville Communications

28-401 N Morton-Internet serv/telecom hotel-Nov 2021-inc temp FD	10/27/2021	1,614.27
Account 53750 - Rentals - Other Totals	Invoice 1	<u>\$1,614.27</u>
	Transactions	
Program 254000 - Infrastructure Totals	Invoice 1	<u>\$1,614.27</u>
	Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

12283 - Smithville Communications

203 - INDIANA UNIVERSITY

28-3550 N Kinser Pike-business services 10/27-11/26/21	10/27/2021	108.35
28-401 N Morton-Internet serv/telecom hotel-Nov 2021-inc temp FD	10/27/2021	1,375.00
28-dark fiber-special circuits-10/1-10/31/21	11/12/2021	65.00
Account 53150 - Communications Contract Totals	Invoice 3	<u>\$1,548.35</u>
	Transactions	
Program 256000 - Services Totals	Invoice 3	<u>\$1,548.35</u>
	Transactions	
Department 25 - Telecommunications Totals	Invoice 4	<u>\$3,162.62</u>
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 4	<u>\$3,162.62</u>
	Transactions	

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy

02-Illinois St/Illinois Ct-equip/elec chgs 9/21-10/20/21	BC 2021-12	11/01/2021	6.62
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223 - Duke Energy	02-W 11th (Fairview & Fountain)-elec chgs 9/21-10/20/21	BC 2021-10	11/01/2021	43.07
223 - Duke Energy	02-E. Rogers Rd Sidepath-equip/elec chgs 9/16-10/15/21	BC 2019-99	11/01/2021	44.87
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 9/27-10/26/21	BC 2021-60	11/01/2021	19.93
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 9/23-10/22/21		11/01/2021	48.97
Account 53520 - Street Lights / Traffic Signals Totals		Invoice 5		\$163.46
		Transactions		
Program 200000 - Main Totals		Invoice 5		\$163.46
		Transactions		
Department 20 - Street Totals		Invoice 5		\$163.46
		Transactions		
Fund 450 - Local Road and Street(S0706) Totals		Invoice 5		\$163.46
		Transactions		
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Milling Machine-drilling hammer-10/20/21		11/12/2021	34.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	20-Supplies for vehicle #4141 (tie down, ad sleeve & tire wire)		11/12/2021	68.30
Account 52420 - Other Supplies Totals		Invoice 2		\$103.29
		Transactions		
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21-Inv. 287297421132X10192021		10/27/2021	42.50
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21-#287289748780X10192021		10/27/2021	167.95
Account 53210 - Telephone Totals		Invoice 2		\$210.45
		Transactions		
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/8-10/7/21	BC 2010-23	10/27/2021	318.47



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Account **53540 - Natural Gas**

222 - Vectren

20-Traffic Bldg-gas bill 9/7-10/6/21	10/27/2021	18.53
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Account 53510 - Electrical Services Totals	Invoice 1	\$318.47
	Transactions	

Account 53540 - Natural Gas Totals	Invoice 1	\$18.53
	Transactions	

Account **53610 - Building Repairs**

1537 - Indiana Door & Hardware Specialties, INC

19-SA New Entry Lockset @ Street Dept	BC 2021-22	11/12/2021	183.00
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Account 53610 - Building Repairs Totals	Invoice 1	\$183.00
	Transactions	

Program 200000 - Main Totals	Invoice 7	\$833.74
	Transactions	

Department 20 - Street Totals	Invoice 7	\$833.74
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 7	\$833.74
	Transactions	

Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

53442 - Paragon Micro, INC

26-Computer for 4th Street Garage	11/12/2021	1,820.96
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Account 52110 - Office Supplies Totals	Invoice 1	\$1,820.96
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv.	10/27/2021	122.85
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13969 - AT&T Mobility II, LLC

287297421132X10192021		
06-cell phone chgs 9/12-10/11/21-	10/27/2021	41.74

#287289748780X10192021		
Account 53210 - Telephone Totals	Invoice 2	\$164.59
	Transactions	

Account **53510 - Electrical Services**



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223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/8-10/7/21	BC 2010-23	10/27/2021	2,412.44
223 - Duke Energy	26-4th St Garage-105 W 4th-elec. chgs 9/27-10/26/21		11/01/2021	1,051.76
223 - Duke Energy	26-Trades Garage-489 W. 10th-elec chgs 9/21-10/20/21		11/01/2021	1,014.66
Account 53510 - Electrical Services Totals			Invoice 3 Transactions	\$4,478.86
Account 53640 - Hardware and Software Maintenance				
3397 - Evens Time, INC	26-SA Ticket Jam in Spitter, cleared out, reloaded tickets		11/12/2021	395.99
3397 - Evens Time, INC	26-WG receipt paper jam, Tech Steve cleared it & returned to serv		11/12/2021	430.99
3397 - Evens Time, INC	26-SA Addendum to PARCS Inspection & Maintenan	BC 2021-45	11/12/2021	353.99
Account 53640 - Hardware and Software Maintenance Totals			Invoice 3 Transactions	\$1,180.97
Account 53650 - Other Repairs				
3397 - Evens Time, INC	26-Walnut Street Gate Repair		11/12/2021	5,595.00
Account 53650 - Other Repairs Totals			Invoice 1 Transactions	\$5,595.00
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage- December 2021 garage rent		11/12/2021	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-December 2021 garage rent		11/12/2021	38,035.85
Account 53840 - Lease Payments Totals			Invoice 2 Transactions	\$55,860.64
Program 260000 - Main Totals			Invoice 12 Transactions	\$69,101.02
Department 26 - Parking Totals			Invoice 12 Transactions	\$69,101.02
Fund 452 - Parking Facilities(S9502) Totals			Invoice 12 Transactions	\$69,101.02
Fund 454 - Alternative Transport(S6301)				
Department 05 - Common Council				



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Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	13 - Walnut (Winslow to Ridgeview) Sidewalk-9/30/21	BC 2020-50	11/12/2021	4,013.80
Account 54310 - Improvements Other Than Building Totals		Invoice 1		\$4,013.80
		Transactions		
Program 050000 - Main Totals		Invoice 1		\$4,013.80
		Transactions		
Department 05 - Common Council Totals		Invoice 1		\$4,013.80
		Transactions		

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 10/1/21	BC 2020-106	11/12/2021	15,985.66
Account 54310 - Improvements Other Than Building Totals		Invoice 1		\$15,985.66
		Transactions		
Program 130000 - Main Totals		Invoice 1		\$15,985.66
		Transactions		
Department 13 - Planning Totals		Invoice 1		\$15,985.66
		Transactions		

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21-Inv. 287297421132X10192021		10/27/2021	40.95
1838 - Verizon Wireless	26-cell phone charges 9/24-10/23/21		11/01/2021	80.94
Account 53210 - Telephone Totals		Invoice 2		\$121.89
		Transactions		
Program 260000 - Main Totals		Invoice 2		\$121.89
		Transactions		
Department 26 - Parking Totals		Invoice 2		\$121.89
		Transactions		



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Invoice 4 \$20,121.35

Fund **454 - Alternative Transport(S6301)** Totals

Invoice 4
Transactions

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/21-Inv.
287297421132X10192021
26-cell phone charges 9/24-10/23/21

10/27/2021 40.95
11/01/2021 684.75

1838 - Verizon Wireless

Account **53210 - Telephone** Totals

Invoice 2 \$725.70
Transactions

Program **260000 - Main** Totals

Invoice 2 \$725.70
Transactions

Department **26 - Parking** Totals

Invoice 2 \$725.70
Transactions

Fund **455 - Parking Meter Fund(S2141)** Totals

Invoice 2 \$725.70
Transactions

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

20-Sprinkler head replacements for sidewalks

11/12/2021 21.92

5819 - Synchrony Bank

20-Credit Refund-canceled order #Toro 53270 Pipe

11/12/2021 (9.95)

5819 - Synchrony Bank

20-Toro 1/2" pipes for sprinkle head repair in sidewalks

11/12/2021 9.95

Account **52420 - Other Supplies** Totals

Invoice 3 \$21.92
Transactions

Program **200000 - Main** Totals

Invoice 3 \$21.92
Transactions

Department **20 - Street** Totals

Invoice 3 \$21.92
Transactions



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Invoice 3 \$21.92
Transactions

Fund **456 - MVH Restricted** Totals

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

793 - Indiana Safety Company, INC	16-gloves for employees	11/12/2021	158.41
793 - Indiana Safety Company, INC	16-gloves for employees	11/12/2021	228.25
793 - Indiana Safety Company, INC	16-4 hard hats	11/12/2021	23.44
54940 - Victor Stanley, INC	16-(40) 36 gallon High Density Plastic Liners-incl freight chgs	11/12/2021	2,320.00
Account 52420 - Other Supplies Totals			<u>\$2,730.10</u>

Invoice 4
Transactions

Account **52430 - Uniforms and Tools**

293 - J&S Locksmith Shop, INC	16-pressure washer-10/20/21	11/12/2021	527.20
Account 52430 - Uniforms and Tools Totals			<u>\$527.20</u>

Invoice 1
Transactions

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control for Sanitation	BC 2020-84 11/12/2021	125.00
Account 53140 - Exterminator Services Totals			<u>\$125.00</u>

Invoice 1
Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21-Inv. 287297421132X10192021	10/27/2021	419.36
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21- #287289748780X10192021	10/27/2021	41.74
Account 53210 - Telephone Totals			<u>\$461.10</u>

Invoice 2
Transactions

Account **53240 - Freight / Other**



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793 - Indiana Safety Company, INC	16-gloves for employees		11/12/2021	20.04
793 - Indiana Safety Company, INC	16-gloves for employees		11/12/2021	42.48
793 - Indiana Safety Company, INC	16-4 hard hats		11/12/2021	13.41
54940 - Victor Stanley, INC	16-(40) 36 gallon High Density Plastic Liners-incl freight chgs		11/12/2021	391.00
Account 53240 - Freight / Other Totals			Invoice 4 Transactions	<hr/> \$466.93

Account **53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/8-10/7/21	BC 2020-23	10/27/2021	150.02
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<hr/> \$150.02

Account **53610 - Building Repairs**

32 - Cassady Electrical Contractors, INC	16-SA New LED Lighting @ Sanitation	BC 2020-70	11/12/2021	4,297.55
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	<hr/> \$4,297.55

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/13/21	BC 2009-52	11/12/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/13/21	BC 2009-52	11/12/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/20/21	BC 2009-52	11/12/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/20/21	BC 2009-52	11/12/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/27/21	BC 2009-52	11/12/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/27/21	BC 2009-52	11/12/2021	23.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 6 Transactions	<hr/> \$93.30

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees -10/4-10/14/21		11/12/2021	4,390.82
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14,991.02

52226 - Hoosier Transfer Station-3140

16-trash disposal fee-10/1-10/15/21

11/12/2021

Account 53950 - Landfill Totals	Invoice 2	\$19,381.84
Program 160000 - Main Totals	Transactions	
Department 16 - Sanitation Totals	Invoice 22	\$28,233.04
Fund 730 - Solid Waste (S6401) Totals	Transactions	
	Invoice 22	\$28,233.04
	Transactions	
	Invoice 22	\$28,233.04
	Transactions	

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Blake (9.5D)-5/26/21	11/12/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Bradley (7.5M)-10/15/21	11/12/2021	73.50
1448 - Shoe Carnival, INC	10-safety shoes-Serriere (11)-7/19/21	11/12/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-French (10)-9/23/21	11/12/2021	99.98
	Account 52430 - Uniforms and Tools Totals	Invoice 4	\$373.46
		Transactions	

Account **53130 - Medical**

3861 - Brian D Robertson	10- reimb for physical for CDL-9/30/21	11/12/2021	90.00
	Account 53130 - Medical Totals	Invoice 1	\$90.00
		Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21-Inv. 287287430216X10192021	10/27/2021	41.74
	Account 53210 - Telephone Totals	Invoice 1	\$41.74
		Transactions	

Account **53420 - Worker's Comp & Risk**



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7792 - ONB Benefit Administration LLC (JWF Specialty)	10-JWorkmans Comp Payments-6/13-9/27/21	11/01/2021	3,255.40
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workmans Compensation payment-10/13/21	11/01/2021	7,810.91
942 - American Arbitration Association, INC	10-Admin Fee-Ingalls Case #01-21-0016-9759-2-SS	11/12/2021	200.00
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Claims Admin Fee-5/27/21	11/12/2021	19,000.00

Account 53420 - Worker's Comp & Risk Totals	Invoice 4	\$30,266.31
	Transactions	
Program 100000 - Main Totals	Invoice 10	\$30,771.51
	Transactions	
Department 10 - Legal Totals	Invoice 10	\$30,771.51
	Transactions	
Fund 800 - Risk Management(S0203) Totals	Invoice 10	\$30,771.51
	Transactions	

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1201 - Other Services and Charges Health Insurance**

17785 - The Howard E. Nyhart Company, INC	12-HSA Plan Funding Collection Notification-10/29/21	10/29/2021	850.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/05/2021	467.87

Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 2	\$1,317.87
	Transactions	
Program 120000 - Main Totals	Invoice 2	\$1,317.87
	Transactions	
Department 12 - Human Resources Totals	Invoice 2	\$1,317.87
	Transactions	
Fund 801 - Health Insurance Trust Totals	Invoice 2	\$1,317.87
	Transactions	

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**



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Account **52110 - Office Supplies**

6530 - Office Depot, INC	17 - office supplies post it notes, markers and file folders	11/12/2021	58.27
Account 52110 - Office Supplies Totals		Invoice 1 Transactions	<hr/> \$58.27

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17-disposal fee for scrap tires picked up on 10-25	11/12/2021	650.00
50605 - Bauer Built, INC	17-2 225/70R195 G Ameristeel LMT350 & 8 LMT450	11/12/2021	2,869.52
50605 - Bauer Built, INC	17- 11R225 PXYD1 Retread (16)	11/12/2021	7,203.31
13929 - Eckert's Tech Supply, INC	17-misc tire supply for city vehicles, inv#71926	11/12/2021	441.77
4693 - Monroe County Tire & Supply, INC	17 - Goodyear Wrangler LT245/75R17	11/12/2021	178.28
4693 - Monroe County Tire & Supply, INC	17-tires - Carlisle All Trail II 4PLY	11/12/2021	240.50
4693 - Monroe County Tire & Supply, INC	17-tires - Carlisle All Trail II 4PLY	11/12/2021	521.00
4693 - Monroe County Tire & Supply, INC	17 - Goodyear Wrangler LT245/75R17	11/12/2021	558.84
Account 52230 - Garage and Motor Supplies Totals		Invoice 8 Transactions	<hr/> \$12,663.22

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Unleaded and diesel fuel, INV# 1877106	11/12/2021	20,310.17
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Unleaded and diesel fuel, INV# 1877125	11/12/2021	21,149.18
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Unleaded and diesel fuel, INV# 1877439	11/12/2021	23,718.23
Account 52240 - Fuel and Oil Totals		Invoice 3 Transactions	<hr/> \$65,177.58

Account **52320 - Motor Vehicle Repair**

1107 - Best Equipment Company, INC	17- # 600 strap and valve	11/12/2021	695.15
244 - Bloomington Ford, INC	17 - Ford Front Axle & Shaft	11/12/2021	298.67



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244 - Bloomington Ford, INC	17 - cleared SCR Fault message, perf manual regen of exhaust	11/12/2021	599.75
4335 - Circle Distributing, INC	17 - ford Air Filter	11/12/2021	17.31
4335 - Circle Distributing, INC	17-Water Pump	11/12/2021	160.17
5792 - Clark Truck Equipment Co., INC	17 - 4 - Wheel Kit Caster 8",2 pin Wldt,Caster,4 Hex Slottednut	11/12/2021	1,923.56
5792 - Clark Truck Equipment Co., INC	17 - 6 -8" Caster wheel kit, 6-Pin,Wldt,Caster, 6-Slotted Hexnut	11/12/2021	3,247.94
594 - Curry Auto Center, INC	17 - Sensor	11/12/2021	47.60
796 - Interstate Battery System of Bloomington, INC	17 - 2 31-MHD, 2 MTP-65HD, MTP-67R, SP-30 Batteries.	11/12/2021	525.07
11672 - Jack Doheny Companies, INC	17 - # 467 sensors	11/12/2021	100.42
4439 - JX Enterprises, INC	17 - Clamp, V Band for Peterbilt	11/12/2021	34.78
4439 - JX Enterprises, INC	17 - Seal ring, Washer-Sealing, V band clamp	11/12/2021	41.65
4439 - JX Enterprises, INC	17-egr cooler kit, exhaust gasket, plain hose peterbilt parts	11/12/2021	1,165.23
4439 - JX Enterprises, INC	17 - #453 OSL repairs diagnostics and replace alternator	11/12/2021	302.56
6262 - Koenig Equipment, INC	17- #791 fuel pump	11/12/2021	154.92
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Misc Mack part - Exhaust Pipe	11/12/2021	254.01
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Misc Mack part -Radiator	11/12/2021	1,546.79
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Misc Mack part - (2) injectors&core deposit, Sleeve,Gasket	11/12/2021	6,269.65
786 - Richard's Small Engine, INC	17- # 769 tie rod ends	11/12/2021	145.11
786 - Richard's Small Engine, INC	17- #769 tie rod and linkage	11/12/2021	290.22
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17- #755,757 oil	11/12/2021	249.54
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for various vehicles for the month of Sept	11/12/2021	9,294.47
337 - Stansifer Radio Co, INC	17-misc electrical/lighting, Inv# 36878	11/12/2021	18.77



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(64.00)

54351 - Sternberg, INC	17- credit for core return	11/12/2021	(64.00)
54351 - Sternberg, INC	17-misc international parts	11/12/2021	202.76
54351 - Sternberg, INC	17-misc international parts - Sensor and core deposit	11/12/2021	230.21
6216 - Terminal Supply, INC	17-misc parts - 2-1/2" Circular fla, (10) Copper lug	11/12/2021	90.58
6216 - Terminal Supply, INC	17- (20) Thin Low Profile 4-LedMaxxima M20384WYCL White/Amber	11/12/2021	1,060.20
582 - Town & Country Chrysler Dodge Jeep, INC	17 - spark plug	11/12/2021	244.80
582 - Town & Country Chrysler Dodge Jeep, INC	17-misc parts - Gear, Rack and Pinion + deposit	11/12/2021	779.65
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Power steering pump + deposit, windshield Nozzle and Hose	11/12/2021	1,772.05
950 - Tri-State Bearing Co, INC	17 - Taper Roller Bearing & oil seal	11/12/2021	18.62
4398 - TruckPro Holding Corporation	17- (2) Break kits - 4715QP & 4707QP	11/12/2021	244.00
4398 - TruckPro Holding Corporation	17-(8) Brake drums, (7) Brake Kits for 4715QP & 4707QP	11/12/2021	1,628.84
7555 - VoMac Truck Sales & Service INC	17- # 957 head plug	11/12/2021	18.78

Account **52320 - Motor Vehicle Repair** Totals

Invoice 35
Transactions \$33,609.83

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	17 - 4 pack of Raid Insect Fogger for Fleet	11/12/2021	7.97
177 - Indiana Oxygen Company, INC	17-Acetylene, Argon, Fuel gases, mix gases, Oxygen	11/12/2021	196.20
394 - Kleindorfer Hardware & Variety	17 - 1 - 8" cisc bulb	11/12/2021	4.19
394 - Kleindorfer Hardware & Variety	17-misc tire supply for city vehicles, inv#719848	11/12/2021	10.32
7668 - Michael J Wiles (Mikes Equipment Service)	17 - shop supplies demount head and hi grip jaw, Inv#IND040-7138	11/12/2021	127.00

Account **52420 - Other Supplies** Totals

Invoice 5
Transactions \$345.68

Account **53130 - Medical**



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47.00

231 - IU Health OCC Health Services	17- DS Breath Alcohol Test for employee	11/12/2021	
Account 53130 - Medical Totals		Invoice 1 Transactions	\$47.00
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	19- Monthly Pest Control @ City Hall, Inv 44151	BC 2020-84 11/12/2021	95.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	\$95.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/21- #287289748780X10192021	10/27/2021	41.74
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$41.74
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/8-10/7/21	BC 2009-52 10/27/2021	71.43
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$71.43
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	17 -replaced adapters and pipe on hot water side in wash bay	11/12/2021	426.35
321 - Harrell Fish, INC (HFI)	17 - backflow testing	11/12/2021	125.00
Account 53610 - Building Repairs Totals		Invoice 2 Transactions	\$551.35
Account 53620 - Motor Repairs			
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #961 Windshield replacement for 2018 Mack Terrapro	11/12/2021	220.00
244 - Bloomington Ford, INC	17 -2020 Ford Police fix both rear tires, oil and filter change	11/12/2021	129.39
4044 - Industrial Hydraulics, INC	17 - repair of steering cylinder, inv# 0427516-IN	11/12/2021	313.25
4439 - JX Enterprises, INC	17 - #453 OSL repairs diagnostics and replace alternator	11/12/2021	699.56
4474 - Ken's Westside Service & Towing, LLC	17-towing service for unit #417 2002 GMC Sierra	11/12/2021	50.00



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4474 - Ken's Westside Service & Towing, LLC	17-towing service for White Mack LR613	11/12/2021	485.00
4474 - Ken's Westside Service & Towing, LLC	17 - Towing Service for White Peterbilt	11/12/2021	490.00
4474 - Ken's Westside Service & Towing, LLC	17 - Towing Services for Black Dodge Charger	11/12/2021	75.00
5952 - Reading Midwest Distribution, LLC	17 - office supplies post it notes. markers and file folders	11/12/2021	375.00
Account 53620 - Motor Repairs Totals		Invoice 9 Transactions	\$2,837.20

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of cleaning of uniforms, Inv# 1824923518	BC 2009-52	11/12/2021	151.64
19171 - Aramark Uniform & Career Apparel Group, INC	17 -replace weekly of mats and towels, Inv#1825036877	BC 2009-52	11/12/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of cleaning of uniforms, Inv# 1825036878	BC 2009-52	11/12/2021	21.71
19171 - Aramark Uniform & Career Apparel Group, INC	17 - cleaning or replacement of mats and towels, INV#1825041806	BC 2009-52	11/12/2021	71.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of cleaning of uniforms, Inv# 1825041807	BC 2009-52	11/12/2021	21.71
19171 - Aramark Uniform & Career Apparel Group, INC	17 - cleaning or replacement of mats and towels, INV#1825046647	BC 2009-52	11/12/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of cleaning of uniforms, Inv# 1825046648	BC 2009-52	11/12/2021	21.17
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of cleaning of uniforms, Inv# 1825051474	BC 2009-52	11/12/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of cleaning of uniforms, Inv# 1825051475	BC 2009-52	11/12/2021	19.27
19171 - Aramark Uniform & Career Apparel Group, INC	17 - credit for uniforms	BC 2009-52	11/12/2021	(133.00)

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 10 Transactions	\$383.08
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Program 170000 - Main Totals	Invoice 77 Transactions	\$115,881.38
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Department 17 - Fleet Maintenance Totals	Invoice 77 Transactions	\$115,881.38
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Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 77 Transactions	\$115,881.38
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Fund **804 - Insurance Voluntary Trust**



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Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-10/26/21-(2)	10/27/2021	119.08
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-10/27/21	10/28/2021	34.54
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-10/28/21	10/29/2021	(54.53)
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/01/2021	304.76
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/01/2021	692.38
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/01/2021	30.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/02/2021	159.69
17785 - The Howard E. Nyhart Company, INC	12-DC FSA and General Purpose FSA-11/2-11/3/21	11/02/2021	45.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/04/2021	182.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/05/2021	242.92
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/08/2021	30.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/08/2021	280.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/08/2021	168.87

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

Invoice 13
Transactions

\$2,236.40

Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**

17785 - The Howard E. Nyhart Company, INC	12-DC FSA and General Purpose FSA-11/2-11/3/21	11/02/2021	908.00
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Account **53990.1272 - Other Services and Charges Section 125 - DDC- City** Totals

Invoice 1
Transactions

\$908.00

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**



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17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-10/26/21-(2)	10/27/2021	57.77
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-10/28/21	10/29/2021	95.18
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/01/2021	60.00
17785 - The Howard E. Nyhart Company, INC	12-DC FSA and General Purpose FSA-11/2-11/3/21	11/02/2021	75.76
17785 - The Howard E. Nyhart Company, INC	12-Util URM	11/03/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/04/2021	54.44
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/05/2021	50.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 7 Transactions	<hr/> \$418.15
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util			
17785 - The Howard E. Nyhart Company, INC	12-DC FSA and General Purpose FSA-11/2-11/3/21	11/02/2021	1,062.16
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		Invoice 1 Transactions	<hr/> \$1,062.16
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	11/04/2021	18,982.66
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	<hr/> \$18,982.66
Program 120000 - Main Totals		Invoice 23 Transactions	<hr/> \$23,607.37
Department 12 - Human Resources Totals		Invoice 23 Transactions	<hr/> \$23,607.37
Fund 804 - Insurance Voluntary Trust Totals		Invoice 23 Transactions	<hr/> \$23,607.37
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016C - 2016 C Jackson Trail			
Account 54310 - Improvements Other Than Building			



Board of Public Works Claim Register

Invoice Date Range 10/27/21 -

11/12/21
25,930.71

399 - American Structurepoint, INC

13-Jackson Creek Trail PH2_(CE)-8/1-8/31/21 (INDOT) BC 2020-77 11/12/2021

399 - American Structurepoint, INC

13-Jackson Creek Trail PH2_(CE)-9/1-9/30/21 (INDOT) BC 2020-77 11/12/2021 21,963.74

Account 54310 - Improvements Other Than Building Totals	Invoice 2	\$47,894.45
	Transactions	
Program 06016C - 2016 C Jackson Trail Totals	Invoice 2	\$47,894.45
	Transactions	

Program **06016D - 2016 D Multi Use Paths**

Account **54310 - Improvements Other Than Building**

223 - Duke Energy

02-E. Rogers Rd Sidepath-equip/elec chgs 9/16- BC 2019-99 11/01/2021 1,526.30

10/15/21

Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$1,526.30
	Transactions	
Program 06016D - 2016 D Multi Use Paths Totals	Invoice 1	\$1,526.30
	Transactions	
Department 06 - Controller's Office Totals	Invoice 3	\$49,420.75
	Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 3	\$49,420.75
	Transactions	
Grand Totals	Invoice 293	\$934,965.70
	Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/29/2021	Claims HSA/WorkComp/MT & Gym/CIGNA				626,253.09
					626,253.09

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 **\$ 626,253.09**

Dated this 9th day of November year of 2021.

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office_____