

Board of Public Works Meeting

November 23, 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/82497104080?pwd=TKY2eWV4b1RRY0NxenpPZFJJcWhRZz09>

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

Topic: Board of Public Works

Time: Nov 23, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/82497104080?pwd=TkY2eWV4b1RRY0NxeNpPZFJJcWhRZz09>

Meeting ID: 824 9710 4080

Passcode: 148707

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: 824 9710 4080

Passcode: 148707

Find your local number: <https://bloomington.zoom.us/u/keiaSe2peH>

AGENDA
BOARD OF PUBLIC WORKS
November 23, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, November 23, 2021 at 5:30 p.m. via Zoom by using the following

link: <https://bloomington.zoom.us/j/82497104080?pwd=TkY2eWV4b1RRY0NxenpPZFJJcWhRZz09>

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](mailto:public.works@bloomington.in.gov) rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes
2. Resolution 2021-64: Declaration of Surplus Equipment from BPD
3. Resolution 2021-66: Renew Mobile Vendor in Public Right-of-Way; Pili's Party Truck #1
4. Resolution 2021-67: Renew Mobile Vendor in Public Right-of-Way; Pili's Party Truck #2
5. Resolution 2021-68: Declaration of Surplus Fleet Vehicles
6. Addendum #1 to 2021 SA with Umphress Masonry
7. Renewal to Contract with SSW Enterprises, LLC dba Office Pride
8. 2022 Service Agreement with Umphress Masonry
9. 2022 Service Agreement with Harmony Acres dba Value Fence
10. Supplement #2 to Contract with Ann-Kriss, LLC for Repair of Flood Damage at BPD
11. Approval of Payroll

IV. NEW BUSINESS

1. Resolution 2021-62: Encroachment Agreement for Private Street Light in Public Right-of-Way at S. McCartney Ln. and S. Sare Rd.
2. Resolution 2021-65: Encroachment Agreement for Awning in Public Right-of-Way at 102 W. 6th Street
3. Right-of-Way Permit Request from Belcher Fencing to Install Construction Fencing at 601 W 2nd Street (IU Health Bloomington Hospital Decommissioning and Demolition)
4. Sidewalk Closures Request from Scannell Properties along Pete Ellis Dr., East of 7th St and North of E. Longview Dr. (November 24, 2021- May 01, 2023)
5. Alley Closure Request from CFC Properties for the N/S alley north of W 7th St between N College Ave and N Walnut St. (November 24, 2021- December 20, 2021)
6. Construction Contract with Ragle, Inc. for the Walnut Street Traffic Signals Project
7. Construction Contract with E&B Paving, Inc. for the Crestmont Traffic Calming Project
8. Change Order #2 for the 7th Street Protected Bike Lane Project with Milestone Contractors
9. Change Order #6 for the 7th Street Protected Bike Lane Project with Milestone Contractors
10. Change Order #7 for the 7th Street Protected Bike Lane Project with Milestone Contractors

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, November 9, 2021, at 5:30 pm virtually through Zoom. Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason -- Public Works
April Rosenberger -- Public Works
J.D. Boruff -- Public Works
Ryan Daily -- Public Works
Neil Kopper -- Engineering
Emily Herr -- Engineering
Roy Aten -- Engineering
Paul Kehrberg -- Engineering
Patrick Dierkes -- Engineering

Hollingsworth reminded everyone that when raking leaves to be certain not to put them in the street and to keep them at the curb.

**MESSAGES FROM BOARD
MEMBERS**

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

CONSENT AGENDA

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

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

Neil Kopper, Engineering, presented Revised Amendment #2 to LPA Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Revised Amendment #2 to LPA Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

NEW BUSINESS

Revised Amendment #2 to LPA Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project

Emily Herr, Engineering, presented Request for Right-of-Way use for Dumpster Placement by Property Sure Construction. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Request for Right-of-Way use for Dumpster Placement by Property Sure Construction. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Emily Herr, Engineering, presented Resolution 2021-61; Encroachment in the Public Right-of-Way at The Bentley. See meeting packet for details.

Board Comments: Hollingsworth asked how many bicycles racks will be installed. Herr answered that there will be three racks that will fit two bicycles per rack.

Hollingsworth made a motion to approve Resolution 2021-61; Encroachment in the Public Right-of-Way at The Bentley. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Roy Aten, Engineering, presented Supplement #1 for the Construction Inspection Agreement with CrossRoad Engineers, PC on the 7th Street. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Supplement #1 for the Construction Inspection Agreement with CrossRoad Engineers, PC on the 7th Street Protected Bike Lane Project. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Roy Aten, Engineering, presented Change Order #4 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP. See meeting packet for details.

Board Comments: Cox Deckard questioned if this was considered a Public Works or Utilities expense. Aten explained that Utilities is sharing the cost. Cox Deckard asked if the cost of the repair was in line with what Engineering was anticipating. Aten said yes.

Hollingsworth made a motion to approve Change Order #4 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth

**Request for Right-of-Way use
for Dumpster Placement by
Property Sure Construction**

**Resolution 2021-61;
Encroachment in the Public
Right-of-Way at The Bentley**

**Supplement #1 for the
Construction Inspection
Agreement with CrossRoad
Engineers, PC on the 7th Street
Protected Bike Lane Project**

**Change Order #4 for the 7th
Street Protected Bike Lane
Project with Milestone
Contractors, LP**

voted yes, Cox Deckard voted yes. Motion is passed.

Roy Aten, Engineering, presented Change Order #5 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP. See meeting packet for details.

Change Order #5 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP

Board Comments: Hollingsworth asked were these last two change orders the last. Aten explained that there are more change orders to come. Hollingsworth asked if the bike lane is almost complete. Aten said the project has reached substantial completion. Cox Deckard asked if there had been any permanent signage put in place. Aten explained that this change order is for the additional signage and that permanent signage had been placed.

Hollingsworth made a motion to approve Change Order #5 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request from E&B Paving for N. Headley Rd (November 15, 2021 – July 06, 2022). See meeting packet for details.

Lane Closure Request from E&B Paving for N. Headley Rd (November 15, 2021 – July 06, 2022)

Board Comments: Hollingsworth asked Kehrberg if he felt the signage would be adequate because the road is very narrow and winding. Kehrberg said that there will be adequate signage. Hollingsworth asked if there had been any response from the letter that was sent to residents. Kehrberg said he had not heard of any. Cox Deckard asked if the closure would be 24 hours a day for the duration of the project. Kehrberg confirmed. Cox Deckard asked the distance of the detour. Kehrberg wasn't certain about the distance. Adam Wason, Public Works, explained that although there was a lot of thought and effort put into trying to figure out the best solution, the detour could possibly add anywhere from 6 -15 minutes to a commute depending on the route taken. Wason confirmed with Kehrberg that there had not been any feedback from residents.

Hollingsworth made a motion to approve Lane Closure Request from E&B Paving for N. Headley Rd (November 15, 2021 – July 06, 2022). Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented Addendum #1 to LPA Consulting Contract with VS Engineering for the 1st Street Reconstruction Project from Fairview Street to College Avenue. See meeting packet for details.

Addendum #1 to LPA Consulting Contract with VS Engineering for the 1st Street Reconstruction Project from Fairview Street to College Avenue

Board Comments: Hollingsworth asked about the additional parts or

extension from Patterson to Walnut. Dierkes said that Patterson should not have been included in the information, that the reconstruction will only go as far as Walker instead of crossing over the creek.

Hollingsworth made a motion to approve Addendum #1 to LPA Consulting Contract with VS Engineering for the 1st Street Reconstruction Project from Fairview Street to College Avenue. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Ryan Daily, Public Works, presented Contract with EvensTime for MiParc Online and OPUS Pro+ Software Purchase and Installation. See meeting packet for details.

**Contract with EvensTime for
MiParc Online and OPUS
Pro+ Software Purchase and
Installation**

Board Comments: Hollingsworth asked when this would be operating. Daily answered that installation would be in the next few months.

Hollingsworth made a motion to approve Contract with EvensTime for MiParc Online and OPUS Pro+ Software Purchase and Installation. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Agreement with CentralSquare (Lucity) for GIS Mapping Functionality for Nate Nickel. See meeting packet for details.

**Agreement with
CentralSquare (Lucity) for
GIS Mapping Functionality**

Board Comments: None

Hollingsworth made a motion to approve presented Agreement with CentralSquare (Lucity) for GIS Mapping Functionality. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

No Staff Reports.

**STAFF REPORTS AND
OTHER BUSINESS**

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

CLAIMS

Cox Deckard called for adjournment at 6:08 p.m.

ADJOURNMENT

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Cyla 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: Jamie Jahnke

Date: November 23, 2021

Report:

The Police Department has several pieces of workout equipment that are no longer operable or safe to use. The equipment includes 26 dumbbells of various weights, 49 barbell plates of various weights, barbell bars, trays and racks, lateral pull down machines, a bicep curl machine, leg press, crunch rack, ab machine, roman chair, chest machine and a fitness rack. We also have a filing cabinet that was used in the Evidence Division that is rusted from the June 18, 2021 flood.

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, while there is more than one (1) item, the value of this material is less than five thousand dollars (\$5,000).



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1

DEPT: POLICE

DATE: 11/19/2021

LOCATION: 220 E. 3RD ST., BLOOMINGTON, IN 47401

PHONE: 812-349-3302

DEPT. HEAD / DIVISION DIRECTOR: MICHAEL DIEKHOF

EMAIL: JAHNKEJ@BLOOMINGTON.IN.GOV

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL / VIN NO.	COB ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. CHAMPION LEG PRESS	1	works, seat has tears	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
2. BICEP CURL MACHINE	1	works, seat has tears	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
3. HYPER-EXTENSION ROMAN CHAIR	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$25.00	10/25/21
4. DUMBBELL RACK - 3 TIER	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$5.00	10/25/21
5. DUMBBELL TRAY	3	works, dated equipment	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$5.00	10/25/21
6. CHAMPION LAT PULL DOWN MACHINE	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
7. LAT PULL DOWN MACHINE (NON-BRANDED)	1	works, dated equipment	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
8. CHAMPION CHEST FLY MACHINE	1	works, seat has tears	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
9. PROMAXIMA CRUNCH RACK	1	works, seat has tears	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$5.00	10/25/21
10. WEIGHT BENCH	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
11. PROMAXIMA ARM MACHINE	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
12. BODY SOLID AB MACHINE	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$25.00	10/25/21
13. DYNABODY FITNESS RACK SYSTEM	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$25.00	10/25/21
14. DUMBBELLS - 5 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
15. DUMBBELLS - 10 LBS	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
16. DUMBBELLS - 15 LBS	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
17. DUMBBELLS - 25 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21

18. DUMBBELLS - 35 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
19 DUMBBELLS - 40 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
20 DUMBBELLS - 45 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
21 DUMBBELLS - 55 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
22 DUMBBELLS - 60 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
23 DUMBBELLS - 65 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
24 DUMBBELLS - 75 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
25 DUMBBELLS - 80 LBS	4	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
26 DUMBBELLS - 95 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
27 BARBELL BARS	6	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$5.00	10/25/21
28 BARBELL PLATE - 1.25 LBS	3	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
29 BARBELL PLATE - 2.5 LBS	6	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
30 BARBELL PLATE - 2.75 LBS	5	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
31 BARBELL PLATE - 3.5 LBS	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
32 BARBELL PLATE - 5 LBS	8	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
33 BARBELL PLATE - 5.5 LBS	3	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
34 BARBELL PLATE - 6 LBS	1	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
35 BARBELL PLATE - 10 LBS	7	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
36 BARBELL PLATE - 11 LBS	3	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
37 BARBELL PLATE - 22 LBS	3	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
38 BARBELL PLATE - 25 LBS	4	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
39 BARBELL PLATE - 33 LBS	2	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21

40	BARBELL PLATE - 44 LBS	3	works, rusted	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$1.00	10/25/21
41	SHAW-WALKER 4-DRAWER FIREPROOF FILING CABINET	1	Flood damaged - rusted	N/A	03010	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
42	LABCONCO - LAB FUME HOOD	1	No longer functions	301460		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Dave Padgett - Ann-Kriss, LLC	\$0.00	10/25/21
43						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
44						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
45						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
46						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
47						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
48						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
49						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
50						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-64**

**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 for use by its officers; and

WHEREAS, BPD provides a work out room which includes weight equipment on the lower level of Police Headquarters for use by the officers; and

WHEREAS, a flash flood occurred in June of this year which filled the entire basement of BPD and part of the first floor; and

WHEREAS, the flooding damaged flooring and equipment in the facility, including the workout equipment; and

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

WHEREAS, BPD wishes to dispose of the flood damaged equipment and materials; 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 equipment and 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 material and conducting a private sale exceeds the value of the material.

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

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 23rd day of November, 2021.

BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

Attest: _____
Jamie Jahnke, Office Manager
Police Headquarters



Board of Public Works Staff Report

Project/Event: Resolution 2021-66 - Mobile Vendor in Right of Way
Petitioner/Representative: Maria Gonzalez, Owner of Pili's Party Taco LLC
Staff Representative: Jane Kupersmith
Meeting Date: November 23, 2021

Maria del Pilar Gonzalez, owner of Pili's Party Taco LLC has applied to renew her Mobile Vendor License to operate Pili's food truck #1. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Mexican food.

This application is for one year from November 11, 2021, through November 10, 2022. This approval is backdated to the date staff authorized Pili's to operate on private property.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial** by Jane Kupersmith

Date: 11-15-21

TRUCK #1



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Maria del Pilar Gonzalez	
Title/Position:	Owner	
Date of Birth:	08/31/75	
Address:	2215 S Rockport Rd	
City, State, Zip:	Bloomington IN 47403	
E-Mail Address:	pilispartytaco@hotmail.com	
Phone Number:	Mobile Phone:	812-219-039

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.		
Name:		
Address:		
City, State, Zip:		
E-Mail Address:		
Phone Number:	Mobile Phone:	

4. Company Information

Name of Employer:	Pilis Party Taco LLC				
Address of Employer:					
City, State, Zip:					
Employment Start Date:		End Date (If known):			
Phone Number:					
Website / Email:	Pilis Party Taco@hotmail.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.	
Name	Address
Maria del Pilar Gonzalez	2215 S Rockport Rd Bloomington IN 47403

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

Date of incorporation or organization:	08/22/16
State of incorporation or organization:	08/22/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	08/22/16

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

Planned hours of operation:	11 AM - 9:00 PM	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------

<u>Festival General Contact Information</u>			
<u>Event</u>	<u>Dates</u>	<u>Contact Person</u>	<u>Phone Number</u>
Bloomington Farmers' Market	Every Saturday, April – November	Clarence Boone, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Clarence Boone, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681
<u>Itinerant Merchant Contact Information</u>			
<u>Permit Issuer</u>	<u>Location</u>	<u>Contact Person</u>	<u>Phone Number</u>
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 150 Bloomington, IN	Jane Kupersmith, Economic & Sustainable Development	(812) 349-3419
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Kim Clapp, Office Manager	(812) 349-3700
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Maria del Pilar Gonzalez

Name, Printed



Signature

Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Marta del Pilar Gonzalez

Signature: Marta del Pilar Gonzalez

Date: _____

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

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

Special Event Consent

This letter authorizes _____, to conduct solicitation
(Name of mobile vendor)
within one-block radius of the following Special Event: _____
(Name of Special Event)

This consent shall run concurrent with the Mobile Vendor's License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The mobile vendor is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Name: _____

Signature: _____

Date: _____

Telephone Number: _____

Mobil Vendor:

Name: _____

Signature: _____

Date: _____

Telephone Number: _____

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Maria del Pilar Gonzalez

Signature: Maria del Pilar Gonzalez

Date: _____

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service
INSPECTOR'S NAME Danny Carmichael INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION 11-5-2021
TAXICAB COMPANY Pili Perly TACO
VEHICLE YEAR 1998 MAKE Chevy MODEL P30
VIN 1GB1HP32R2W3304910

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

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

Additional Comments by Inspector: _____

Inspector Signature 

Date: November 5th 2021

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

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

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



PILI'S PARTY TACOS #1
MARIA DEL PILAR GONZALEZ
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2021

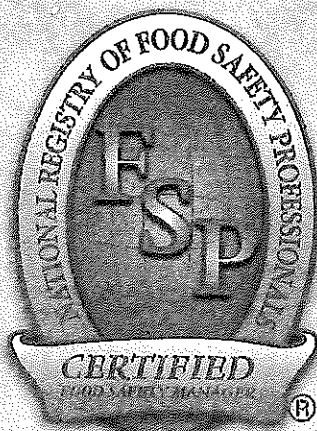
Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued JAN 29 2021

By *Thomas W. Mayo*

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location



NATIONAL REGISTRY OF FOOD SAFETY PROFESSIONALS®

CERTIFIES

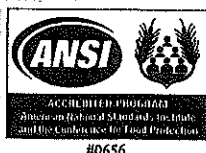
MARIA DEL PILAR GONZALEZ

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

**FOOD SAFETY MANAGER
UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS**

PRESIDENT:


LAWRENCE J. LYNCH, CAE



ISSUE DATE: SEPTEMBER 12, 2018
EXPIRATION DATE: SEPTEMBER 12, 2023
CERTIFICATE No: 21503811
TEST FORM: EZS42



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED March 12, 2021
EXPIRES March 31, 2022

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE
ADDRESS ABOVE IF DIFFERENT FROM BELOW.

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

Robert J. Jenner

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----





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PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Date of this notice: 09-01-2016

Employer Identification Number:
32-0503571

Form: SS-4

Number of this notice: CP 575 G

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

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 32-0503571. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers or your organization with a copy of this notice.

Your name control associated with this EIN is PILI. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.



STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/06/2018
NUMBER of DOCUMENTS: 1

I, Mark E. Dehn, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

Mark E. Dehn, Director of Driver Records



Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA**DOB: 02/27/1982**

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[3]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE,
Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE,
Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date:
07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control
#: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date:
07/30/2015

Remarks

No Remarks were found.

**COMMERCIAL DRIVER'S
LICENSE ("CDL") STATUS****DESCRIPTION**

DISQUALIFIED	Commercial driving privileges are disqualified
NONE	Driver has no privileges to operate a commercial motor vehicle
PENDING TRANSFER	Driver has commercial driving privileges, which are being transferred to a new state of record
RETEST	Commercial driving privileges are eligible pending a required retest
TRANSFERRED	Commercial driving privileges have been transferred to a new state of record
VALID	Driver has, or is eligible to apply for, privileges to operate a commercial motor vehicle within the specified class
VOLUNTARY SURRENDER	Driver has no privileges to operate a commercial motor vehicle because driver has voluntarily surrendered commercial driving privileges

Physical Description

Includes height, weight, hair color, eye color and organ donor information (This information is provided only if requestor is authorized to receive).

Endorsements & Restrictions

Includes endorsements and restrictions placed on an individual's driving privileges. A listing of restrictions can be found at www.myBMV.com.

Pending Endorsements & Restrictions

Endorsements and restrictions that apply to the current driving privileges, but are not yet displayed on the credential. A listing of restrictions can be found at www.myBMV.com.

Commercial Driver's License (CDL) & Commercial Learner's Permit (CLP) Information

This section displays license/learner permit status, expiration date, license class, endorsements and restrictions. A listing of endorsements and restrictions can be found at www.myBMV.com.

Commercial Driver's License Information System (CDLIS) Status

This section will display the commercial driving privilege status that is reported for the individual to CDLIS. The following are the listed status "LIC" - licensed for commercial driving privileges, "ELG", eligible for commercial driving privileges, "NOT" - not eligible for commercial driving privileges, RPD - reported deceased.

CDL Self-Certification Status

This section will display the type of self-certification the individual selected:

- * Interstate, Non-excepted - The individual certified that he/she operates or expects to operate in interstate commerce, is both subject to and meets the qualification requirements under 49 CFR 391, and is required to obtain a medical examiner's certificate under 49 CFR 391.45.
- * Interstate, Excepted - The individual certified that he/she operates or expects to operate in interstate commerce, but engages exclusively in transportation or operations excepted under 49 CFR 390.3(f), 391.2, 391.68, or 391.3 from all or parts of the qualifications requirements of 49 CFR part 391, and is therefore not required to obtain a medical examiner's certificate under 49 CFR 391.45.
- * Intrastate, Non-Excepted - The individual certified that he/she operates only in intrastate commerce and therefore is subject to driver qualification requirements.
- * Intrastate, Excepted - The individual certified that he/she operates in intrastate commerce, but engages exclusively in transportation or operations excepted from all or parts of the driver qualification requirements.

Medical Certificate Status

This section will display the status of the current medical examiner's certificate on file with the Bureau of Motor Vehicles

- * Certified - All required information has been received and the form is valid
- * Not Certified - All required information has not been received or the form is invalid

Medical Examiner's Certificate Information

This section displays the information from the Medical Examiner's Report for Commercial Driver Fitness Determination, Medical Examiner's Certificate and the Federal Motor Carrier Safety Administration (FMCSA) Medical Exemption(s), if applicable.

Medical Certificate Issue Date

This section lists the issuance date of the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Certificate Expiration Date

This section displays the expiration date of the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Certificate Restriction Code

This section will display Medical Certificate Restrictions.

Medical Examiner's Name

This section displays the medical examiner's name that completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's Phone Number

This section displays the phone number of the medical examiner who completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Suspension information

This section lists all suspensions that have been served or are currently effective or are stayed pursuant to specialized driving privileges for the given individual. An asterisk (*) next to the suspension description denotes active suspensions. A double asterisk (**) next to the suspension description denotes closed/expired suspensions pursuant to specialized driving privileges.

The suspension information includes a unique suspension identifier ("Susp ID"), type of action ("Type"), description of the suspension ("Suspension Reason") including the case number, court and court phone number associated with the suspension, the date the suspension started ("Suspension Effective Date"), the date the suspension ends or ended ("Suspension Expiration Date"), the date the suspension notice was mailed to the individual ("Mail Date"), the unique address to which the suspension notice was mailed ("Address ID"), and any fees associated with that suspension which are due to the BMV ("Fee Due"). Any outstanding reinstatement requirements are bolded in this section, such as future expiration dates and associated reinstatement/insurance fees. Note: Suspensions with an expiration date of "Indefinite" denote suspensions which require reinstatement notification from the associated court or are life-long suspensions.

Common suspensions include:

Failure to File Insurance - Bureau: This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following a conviction for a traffic offense. If there was financial responsibility in effect at the time of the citation, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and citation date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day suspension, or one year suspension for a repeat violation within a three year period, a \$250, \$500, or \$1000 fee for suspensions beginning on or after January 1, 2015 and a \$150, \$225 or \$300 fee for suspensions prior to January 1, 2015, and be required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges. If the driver can provide proof of financial responsibility for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

No Insurance Accident: This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following an accident. If financial responsibility was in effect at time of the accident, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and accident date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day suspension, or one year suspension for a repeat violation within a three year period, a \$250, \$500, or \$1000 fee for suspensions beginning on or after January 1, 2015 and a \$150, \$225 or \$300 fee for suspensions prior to January 1, 2015, and be required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges. If the driver can provide proof of financial responsibility for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

Note: A driver convicted by a court of operating a motor vehicle without financial responsibility cannot end the suspension by submitting proof of financial responsibility (insurance) to the BMV.

Failure to Appear for Driver Safety Program (DSP) - In accordance with Indiana law, the BMV requires a driver who commits two or more traffic offenses resulting in convictions within a 12-month period to complete a BMV-approved DSP. Drivers who are under 21 years of age are required to complete a DSP if, within a 12-month period, they are convicted of two or more traffic offenses, involved in two or more accidents, or a combination of the two. Failure to complete the course within the specified time period will result in the suspension of the individual's driving privileges. The suspension remains effective ("Indefinite") until the BMV is notified of successful completion of a BMV-approved DSP. Once results are received indicating successful completion of a BMV-approved DSP, a four point credit will be applied to the driver record, reducing the total by four points. However, only one four point credit is allowed per three year period although completion of an additional DSP may be required by the BMV. **For a listing and phone numbers of BMV-approved DSP providers, call (888) 692-6841 or visit www.myBMV.com.**



CUSTOMER NAME: ARMANDO PIOQUINTO RAMIREZ
Make: CHE
Year: 1999
Model: P30
VIN/HIN: 1GBHP32R2X3307887
Plate Number: TK661NFG
LAST RENEWAL DATE: 01/14/21
EXPIRATION DATE: 01/31/22

2022 Registration Fees

AGE:	23
VEHICLE EXCISE TAX:	\$12.00
COUNTY VEHICLE EXCISE/WHEEL TAX:	\$25.00
MUNICIPAL VEHICLE EXCISE/WHEEL TAX:	\$0.00
GROUP FEE:	\$0.00
SPECIAL REG. FEE:	\$0.00
REG. FEE:	\$30.35
TRANSPORTATION INFRASTRUCTURE IMPROVEMENT:	\$15.00
SUPPLEMENTAL FEE:	\$0.00
ADMIN:	\$0.00
Total:	\$82.35



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2021

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Beth Jones PHONE (A/C, No, Ext): (812) 331-3230 FAX (A/C, No): E-MAIL ADDRESS: bethj@figprotects.com
INSURED Pilis Party Taco LLC 1507 W Arlington Rd Bloomington IN 47404	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL214608615

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2021	04/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2021	04/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.

Truck #1: 1999 Chevrolet P30
VIN: 1GBHP32R2X3307887Truck #2: 1998 Chevrolet P30
VIN: 1GBHP32R2W3304910

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
401 N. Morton St, Ste 130

Bloomington

IN 47402

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

AUTHORIZED REPRESENTATIVE

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**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 11/09/2021

Business Name: Pilas Party Taco

Address: 1507 W ARLINGTON RD
TRCK 1
Bloomington, IN 47404

Phone:
HOME 812-219-0539

The following permit has been issued:

Permit No. 21-0213

Type: FOOD Temporary Vender/Cooking

Issued Date: 11/09/2021

Effective Date: 11/09/2021

Expiration Date: 11/09/2022

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

11/09/2021

Inspector: Tim Clapp

Date

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-66**

**Mobile Vendor in Public Right of Way
Pili's Party Taco LLC for Truck #1**

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

WHEREAS, Pili's Party Taco LLC ("Vendor") intends to seek renewal of a Mobile Vendor License under Bloomington Municipal Code 4.28 for its Truck #1; and

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

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

WHEREAS, Vendor was approved to operate on private property beginning November 11, 2021; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, from November 11, 2021, through November 10, 2022.

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

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

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

RESOLUTION 2021-66

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

ADOPTED THIS 10th DAY OF NOVEMBER, 2020.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Henke, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-66** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez, Owner
Pili's Party Taco LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Resolution 2020-67 - Mobile Vendor in Right of Way
Petitioner/Representative: Maria Gonzalez, Owner of Pili's Party Taco LLC
Staff Representative: Jane Kupersmith
Meeting Date: November 23, 2021

Maria del Pilar Gonzalez, owner of Pili's Party Taco LLC has applied to renew her Mobile Vendor License to operate Pili's food truck #2. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Mexican food.

This application is for one year from November 11, 2021, through November 10, 2022. This approval is backdated to the date staff authorized Pili's to operate on private property.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial by** Jane Kupersmith

Date: 11-15-21
TRUCK #2



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Nana del Pilar Gonzalez	
Title/Position:	Owner	
Date of Birth:	08-31-75	
Address:	2215 S. Rockport Rd.	
City, State, Zip:	Bloomington IN 47403	
E-Mail Address:	Pilis Partytaco@hotmail.com	
Phone Number:		Mobile Phone: 812 219 0539

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

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

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

4. Company Information

Name of Employer:	Pilis Party Taco LLC				
Address of Employer:					
City, State, Zip:					
Employment Start Date:			End Date (If known):		
Phone Number:					
Website / Email:	Pilis PartyTaco @ Hotmail.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.	
Name	Address
Marta del Pilar Gonzalez	2215 S. Rockport Rd Bloomington IN 47403

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

Date of incorporation or organization:	08/22/16
State of incorporation or organization:	08/22/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	08/22/16

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

Planned hours of operation:	11 AM - 9:00 PM.	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------

<u>Festival General Contact Information</u>			
<u>Event</u>	<u>Dates</u>	<u>Contact Person</u>	<u>Phone Number</u>
Bloomington Farmers' Market	Every Saturday, April – November	Clarence Boone, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Clarence Boone, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681
<u>Itinerant Merchant Contact Information</u>			
<u>Permit Issuer</u>	<u>Location</u>	<u>Contact Person</u>	<u>Phone Number</u>
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 150 Bloomington, IN	Jane Kupersmith, Economic & Sustainable Development	(812) 349-3419
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Kim Clapp, Office Manager	(812) 349-3700
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

The undersigned acknowledges that he/she has read this release and understands all of its terms.

The undersigned signs this release voluntarily and with full knowledge of its significance.

Maridel Pila Gonzalez
Name, Printed

Maridel Pila Gonzalez
Signature

Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: _____

Signature: _____

Date: _____

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

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

Special Event Consent

This letter authorizes _____, to conduct solicitation
(Name of mobile vendor)
within one-block radius of the following Special Event: _____
(Name of Special Event)

This consent shall run concurrent with the Mobile Vendor's License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The mobile vendor is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Name: _____

Signature: _____

Date: _____

Telephone Number: _____

Mobil Vendor:

Name: _____

Signature: _____

Date: _____

Telephone Number: _____

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: _____

Signature: _____

Date: _____

CITY OF BLOOMINGTON

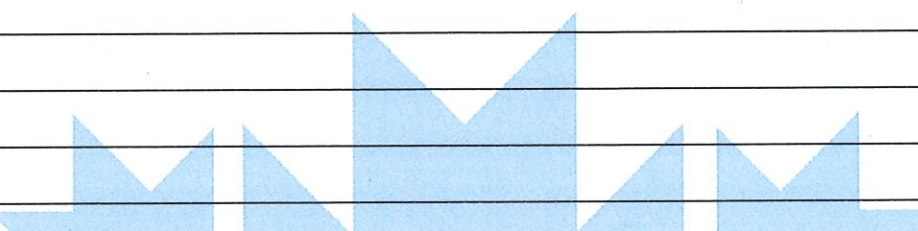
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service, Inc
INSPECTOR'S NAME David Carmichael INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION 10-25-2021
TAXICAB COMPANY Pili Perly Truck
VEHICLE YEAR 1999 MAKE Chevy MODEL P30
VIN 1GBHP32R2X3307887

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

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



CITY OF BLOOMINGTON INDIANA

Owad.

October 25th 2021

15

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



PILI'S PARTY TACOS #2

MARIA DEL PILAR GONZALEZ

2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE

BLOOMINGTON, IN 47404

2021

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

Issued JAN 29 2021

By Thomas W. Mayo

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

NATIONAL REGISTRY OF FOOD SAFETY PROFESSIONALS®

CERTIFIES

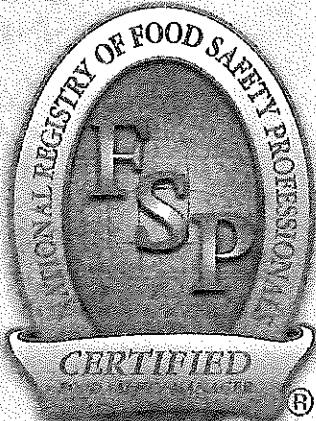
ARMANDO PIOQUINTO

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

FOOD SAFETY MANAGER

UNDER THE

CONFERENCE FOR FOOD PROTECTION STANDARDS



PRESIDENT:


LAWRENCE J. LYNCH, CAE

ISSUE DATE: JULY 26, 2018
EXPIRATION DATE: JULY 26, 2023
CERTIFICATE NO: 21487944
TEST FORM: EXE73



#0656



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED March 12, 2021
EXPIRES March 31, 2022

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE
ADDRESS ABOVE IF DIFFERENT FROM BELOW.

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 10	AGE 23	ISSUE DATE 01/15/21	PUR DATE 08/10/18	COUNTY 53 - MONROE	TP R	PL YR 21	PLATE TK191NMZ	PL TP GT	WEIGHT 11	PR YR 20	LS N	TYPE VA	PRIOR YR PL TK191NMZ
EXPIRATION DATE 01/31/22		MUNICIPALITY Bloomington			VEHICLE YEAR 98	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2W3304910			TYPE VA	COLOR WHI	
CURRENT YEAR TAX	EXTAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 82.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

SK

Legal Address
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



PILIS PARTY TAGO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



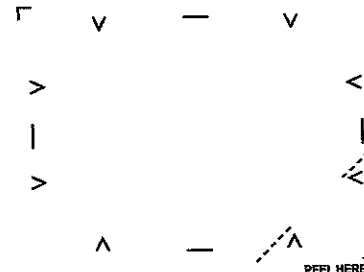
84 2/4

0-

BATCH# 16488865 SEQUENCE# 84 2/4

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.





STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/06/2018
NUMBER of DOCUMENTS: 1

I, Mark E. Dehn, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

Mark E. Dehn, Director of Driver Records



<u>COMMERCIAL DRIVER'S LICENSE ("CDL") STATUS</u>	<u>DESCRIPTION</u>
DISQUALIFIED	Commercial driving privileges are disqualified
NONE	Driver has no privileges to operate a commercial motor vehicle
PENDING TRANSFER	Driver has commercial driving privileges, which are being transferred to a new state of record
RETEST	Commercial driving privileges are eligible pending a required retest
TRANSFERRED	Commercial driving privileges have been transferred to a new state of record
VALID	Driver has, or is eligible to apply for, privileges to operate a commercial motor vehicle within the specified class
VOLUNTARY SURRENDER	Driver has no privileges to operate a commercial motor vehicle because driver has voluntarily surrendered commercial driving privileges

Physical Description

Includes height, weight, hair color, eye color and organ donor information (This information is provided only if requestor is authorized to receive).

Endorsements & Restrictions

Includes endorsements and restrictions placed on an individual's driving privileges. A listing of restrictions can be found at www.myBMV.com.

Pending Endorsements & Restrictions

Endorsements and restrictions that apply to the current driving privileges, but are not yet displayed on the credential. A listing of restrictions can be found at www.myBMV.com.

Commercial Driver's License (CDL) & Commercial Learner's Permit (CLP) Information

This section displays license/learner permit status, expiration date, license class, endorsements and restrictions. A listing of endorsements and restrictions can be found at www.myBMV.com.

Commercial Driver's License Information System (CDLIS) Status

This section will display the commercial driving privilege status that is reported for the individual to CDLIS. The following are the listed status "LIC" - licensed for commercial driving privileges, "ELG", eligible for commercial driving privileges, "NOT" - not eligible for commercial driving privileges, RPD - reported deceased.

Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA**DOB: 02/27/1982**

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[*]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

Medical Examiner's Specialty Code

This section will display the specialty of the medical examiner who completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's Jurisdiction

This section displays the issuing State of the medical examiner's license or certificate listed on the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's Jurisdiction License Number

This section displays the medical examiner's license or certificate number issued by the State listed on the current CDL Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's FMCSA National Registry Number

This section displays the national registry number that was assigned by FMCSA to the medical examiner that completed the Medical Examiner's Certificate currently on file with the Bureau of Motor Vehicles.

FMCSA Medical Exemption Effective Date

This section displays the effective date of the FMCSA issued medical exemption.

FMCSA Medical Exemption Expiration Date

This section displays the expiration date of the FMCSA issued medical exemption.

FMCSA Skills Performance Evaluation Effective Date:

This section displays the effective date of the FMCSA issued skills performance evaluation.

FMCSA Skills Performance Evaluation Expiration Date:

This section displays the expiration date of the FMCSA issued skills performance evaluation.

Reinstatement Requirements

Included in this section are reinstatement requirements, if applicable. This section summarizes information contained within the respective sections of the Official Driver Record to assist customers with determining BMV and court requirements for reinstatement of driving privileges, or the ability to apply for driving privileges. Reinstatement requirements must be met before driving privileges can be reinstated or the individual is able to apply for a driver's license or learner's permit. This section identifies:

- * when the individual is eligible for reinstatement;
- * pending or active BMV suspension information for failure to provide proof of financial responsibility (insurance);
- * if current proof of financial responsibility (SR50) or proof of future financial responsibility (SR22) is needed (and the date when the requirement for proof of future financial responsibility expires) to be submitted electronically directly from your insurance provider;
- * the total insurance/reinstatement fees due, which must be paid by visiting www.myBMV.com, by phone at (888) 692-6841, or by mail;
- * a listing of pending or active BMV suspensions;
- * a listing of pending or active court ordered suspensions.

In addition to the above requirements, applicants may be required to successfully pass a knowledge or skills test.

Insurance Requirements

If proof of future financial responsibility (SR22) is required to reinstate and/or maintain driving privileges, then the date until which you are required to carry SR22 will be listed here. Failure to maintain an effective SR22 policy during the three year or five year requirement will result in an additional, indefinite suspension of driving privileges until such time as an effective SR22 policy is processed by the Bureau or the filing period has expired, whichever is earlier.

Suspension Information

This section lists all suspensions that have been served or are currently effective or are stayed pursuant to specialized driving privileges for the given individual. An asterisk (*) next to the suspension description denotes active suspensions. A double asterisk (**) next to the suspension description denotes closed/expired suspensions pursuant to specialized driving privileges.

The suspension information includes a unique suspension identifier ("Susp ID"), type of action ("Type"), description of the suspension ("Suspension Reason") including the case number, court and court phone number associated with the suspension, the date the suspension started ("Suspension Effective Date"), the date the suspension ends or ended ("Suspension Expiration Date"), the date the suspension notice was mailed to the individual ("Mail Date"), the unique address to which the suspension notice was mailed ("Address ID"), and any fees associated with that suspension which are due to the BMV ("Fee Due"). Any outstanding reinstatement requirements are bolded in this section, such as future expiration dates and associated reinstatement/insurance fees. Note: Suspensions with an expiration date of "Indefinite" denote suspensions which require reinstatement notification from the associated court or are life-long suspensions.

Common suspensions include:

Failure to File Insurance - Bureau: This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following a conviction for a traffic offense. If there was financial responsibility in effect at the time of the citation, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and citation date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day suspension, or one year suspension for a repeat violation within a three year period, a \$250, \$500, or \$1000 fee for suspensions beginning on or after January 1, 2015 and a \$150, \$225 or \$300 fee for suspensions prior to January 1, 2015, and be required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges. If the driver can provide proof of financial responsibility for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

No Insurance Accident: This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following an accident. If financial responsibility was in effect at time of the accident, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and accident date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day suspension, or one year suspension for a repeat violation within a three year period, a \$250, \$500, or \$1000 fee for suspensions beginning on or after January 1, 2015 and a \$150, \$225 or \$300 fee for suspensions prior to January 1, 2015, and be required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges. If the driver can provide proof of financial responsibility for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

Note: A driver convicted by a court of operating a motor vehicle without financial responsibility cannot end the suspension by submitting proof of financial responsibility (insurance) to the BMV.

Failure to Appear for Driver Safety Program (DSP) - In accordance with Indiana law, the BMV requires a driver who commits two or more traffic offenses resulting in convictions within a 12-month period to complete a BMV-approved DSP. Drivers who are under 21 years of age are required to complete a DSP if, within a 12-month period, they are convicted of two or more traffic offenses, involved in two or more accidents, or a combination of the two. Failure to complete the course within the specified time period will result in the suspension of the individual's driving privileges. The suspension remains effective ("Indefinite") until the BMV is notified of successful completion of a BMV-approved DSP. Once results are received indicating successful completion of a BMV-approved DSP, a four point credit will be applied to the driver record, reducing the total by four points. However, only one four point credit is allowed per three year period although completion of an additional DSP may be required by the BMV. **For a listing and phone numbers of BMV-approved DSP providers, call (888) 692-6841 or visit www.myBMV.com.**

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

001974.692905.475891.4170 1 MB 0.419 530



PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Date of this notice: 09-01-2016

Employer Identification Number:
32-0503571

Form: SS-4

Number of this notice: CP 575 G

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

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 32-0503571. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is PILI. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.



**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 11/09/2021

Business Name: Pilis Party Taco 2

Address: 1507 W ARLINGTON RD
Truck 2
Bloomington, IN 47404

Phone:
CELL 812-219-0539

The following permit has been issued:

Permit No. 21-0214

Type: FOOD Temporary Vender/Cooking

Issued Date: 11/09/2021

Effective Date: 11/09/2021

Expiration Date: 11/09/2022

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

11/09/2021

Inspector: Tim Clapp

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2021

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

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

PRODUCER	CONTACT NAME: Beth Jones
First Insurance Group	PHONE (A/C, No, Ext): (812) 331-3230
1405 N. College Avenue	FAX (A/C, No):
	E-MAIL ADDRESS: bethj@figprotects.com
	INSURER(S) AFFORDING COVERAGE
Bloomington IN 47404	INSURER A: Auto-Owners Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL214608615

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2021	04/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2021	04/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.

Truck #1: 1999 Chevrolet P30
VIN: 1GBHP32R2X3307887Truck #2: 1998 Chevrolet P30
VIN: 1GBHP32R2W3304910

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
401 N. Morton St, Ste 130

Bloomington

IN 47402

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

AUTHORIZED REPRESENTATIVE

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**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-67**

**Mobile Vendor in Public Right of Way
Pili's Party Taco LLC for Truck #2**

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

WHEREAS, Pili's Party Taco LLC ("Vendor") intends to seek renewal of a Mobile Vendor License under Bloomington Municipal Code 4.28 for its Truck #2; and

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

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

WHEREAS, City staff approved Vendor to operate on private property beginning November 11, 2021; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, from November 11, 2021, through November 10, 2022.

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

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

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

RESOLUTION 2021-67

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

ADOPTED THIS 23rd DAY OF NOVEMBER, 2021.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Henke, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-67** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez, Owner
Pili's Party Taco LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Declaration of Surplus Vehicles
Petitioner/Representative: Fleet Division
Staff Representative: Jason Speer, Fleet Maintenance Manager
Date: November 23, 2021

Report: The Fleet Division has identified the following vehicles and related items as being surplus to the City's current needs and requirements. These vehicles and items can be sold via the government surplus auction site GovDeals.

Department/Unit#/Vin#

- Street 423 2FZHATAK44AM33383
- Street 424 1GDP7H1CXYJ522220
- Street 434 1GDP7H1CGYJ521680
- Street 479 1299-2867
- Street 4131 1GCHK24UX3E318091
- Utilities 619 1FTEX1EM1DFC95924
- Utilities 686 1GNCT18WXVK226679
- Utilities 673 1GDKC34F21M100109
- Utilities 643 JK1AFBC15YB515928
- Utilities 681 3GBKC34F01M113546
- Utilities 621 3GDKC34F01M100108
- Utilities 516 1GNDT13W8YK159449
- Utilities 663 1GBJK34R8YF424080
- Public Works 100 1FAHP55S03A156081
- Utilities 725 JK1AFBC19YB516063
- Utilities 726 JK1AFBC1XYB515956
- Utilities 727 JK1AFBC15YB516058
- Utilities 718 1991 John Deere mower no vin
- Sanitation 235 3458060
- Parks and Recreation 813 1GCEC19T34Z280739

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-68**

DISPOSAL OF SURPLUS PROPERTY

WHEREAS, in accordance with Indiana Code §36-9-6-3, the City of Bloomington Board of Public Works has custody of all real and personal property of the City of Bloomington; and

WHEREAS, it is in the public interest for the City to periodically sell or dispose of certain property which has become obsolete, has low value or is in disrepair; and

WHEREAS, in accordance with Bloomington Municipal Code § 2.11.030, the Fleet Maintenance Department is responsible for the orderly maintenance and disposal of all vehicles owned by the City, its departments, agencies, boards, commissions and councils; and

WHEREAS, the Fleet Maintenance Manager has determined that a large number of City vehicles are no longer needed and are unfit for the purpose for which they were intended and are therefore considered surplus property; and

WHEREAS, the City of Bloomington's Board of Public Works wishes to dispose of this surplus property by offering this property for sale to the general public in an open, transparent, and cost-effective manner; and

WHEREAS, the City of Bloomington's Board of Public Works is empowered to declare these vehicles to be surplus property and to authorize their disposal.

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

1. The foregoing recitals are hereby incorporated herein as fully set forth.
2. Pursuant to IC 5-22-22, §§ 3 and 4.5, the property set forth in Attachment A shall be declared to be surplus for purposes of disposal.
3. The City is hereby authorized to execute an agreement with GovDeals for the City to participate in its internet-based auction system.
4. Information about this service, and the internal policy concerning the sale of surplus vehicles and equipment, is included in Attachment B.
5. The internet-based auction will be conducted in accordance with the standard procedures of GovDeals, Inc., and the number of days for bidding on the vehicles identified in Attachment A shall be a minimum of fifteen (15) calendar days.
6. Upon completion of auction and sale of any vehicle identified in Attachment A, that vehicle shall be removed from the City of Bloomington fixed asset inventory.

ADOPTED THIS _____ DAY OF November, 2021.

BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary



Board of Public Works Staff Report

Project/Event:	Addendum #1 to the 2021 Umphress Masonry, Inc. Service Agreement
Petitioner/Representative:	J.D. Boruff, Public Works
Staff Representative:	J.D. Borruff
Date:	11.23.2021

Report:

This is Addendum #1 for the 2021 Service Agreement with Umphress Masonry, Inc., to include masonry repairs at the John Waldron Arts Center.

Increase by = \$10,000.00
New contract amount = \$35,000.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Umphress Masonry

Contract Amount: \$10,000

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

PURCHASE INFORMATION

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

☐

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 #1 to 2021 Service Agreement for Umphress Masonry, Inc. to include additional Masonry repairs at the John Waldron Arts Center.

Original Agreement: \$25,000.00

Addendum #1: \$10,000.00

Adjusted Cost: \$35,000.00

J.D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO 2021 AGREEMENT

Between the

CITY OF BLOOMINGTON

And

UMPHRESS MASONRY, INC.

This Addendum #1 increases the not to exceed amount which will allow Umphress Masonry, Inc., to perform additional masonry work at the John Waldron Arts Center, as follows:

1. On November 10, 2020, the Board of Public Works approved the 2021 Agreement with Umphress Masonry, Inc., for masonry repair and maintenance services.
2. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$25,000.00.
3. Addendum #1 will add an additional \$10,000 to the NTE cost of the Agreement, with a new not to exceed cost of \$35,000.
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

UMPHRESS MASONRY, 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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
UMPHRESS MASONRY, INC.**

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

Article 1. Scope of Services Contractor shall perform masonry repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain masonry 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 Fifty-Five Dollars (\$55.00) per hour per person Monday-Friday 7:00 am-4:00 pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of Eighty-Two Dollars and Fifty Cents (\$82.50) per person. Work done at any time on Sundays or Holidays will be performed at the rate of One Hundred Ten Dollars (\$110.00) 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Umphress Masonry, Inc., 8377 West Hinds 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 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

Phillippa M. Guthrie
Phillippa M. Guthrie, Corporation Counsel

Umphress Masonry, Inc.

Dave Umphress
Dave Umphress, President
Maurice Umphress - V.P.

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason
Adam Wason, Director
Kyla Cox Deckard
Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
JSS:)
COUNTY OF)

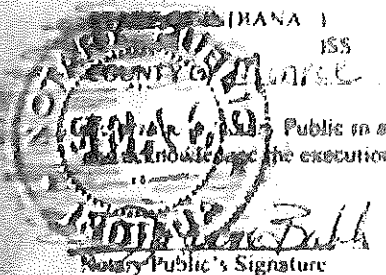
AFFIDAVIT

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

1. The undersigned is the Vice President of Limpinus Massey 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

Walter Limpinus
Signature

Heather Limpinus
Printed Name



LeAnna Babbler
Printed Name of Notary Public

Public in and for said County and State, personally appeared Heather Limpinus
and acknowledged the execution of the foregoing this 11th day of December, 2020

My Commission Expires: 8/4/2024

County of Residence: Munroe

EXHIBIT B

STATE OF _____)
) SS
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 11th day of December, 2020.

Umphress Masonry, Inc.

By: Heather Umphress
Vice President Umphress Masonry Inc

STATE OF Indiana)
) SS:



I, Heather Umphress, a Notary Public in and for said County and State, personally appeared Heather Umphress who acknowledged the execution of the foregoing this 11th day of December, 2020.

Anna Babbs
Notary Public's Signature

My Commission Expires: 8/14/2024

Anna Babbs
Printed Name of Notary Public

County of Residence: Monroe



Board of Public Works Staff Report

Project/Event: Renewal of Agreement with SSW Enterprises, LLC (dba Office Pride) for Cleaning Services at Public Works Facilities Through 2022

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 11/23/2021

SSW Enterprises, LLC, wishes to renew their Agreement for 2022. This renewal covers cleaning services for Public Works maintained facilities.

Staff recommends renewing the agreement with SSW Enterprises, LLC. dba Office Pride and extend it through 2022 for an amount not to exceed \$233,883.44, which is the same amount of the 2021 Agreement.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: SSW Enterprises, LLC

Contract Amount: \$233,883.44

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.)

☐
☐

Renewal of Service Agreement for Cleaning Services at Public Works facilities

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

Renewal of Service Agreement for Cleaning Services at Public Works facilities

Print/Type Name

Print/Type Title

Department

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
SSW ENTERPRISES, LLC DBA OFFICE PRIDE

This Agreement, entered into on this 23rd day of November, 2021, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and SSW Enterprises, LLC., dba Office Pride (hereinafter referred to as "Contractor"),

WITNESS ETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 401 N. Morton Street (Bloomington Showers City Hall), 800 East Miller Drive (Fleet Maintenance), 3405 Old State Road 37 South (Sanitation Garage), Skywalk Common Areas (walkway connecting 4th Street Garage and Fountain Square Market Area on the City Square), 1980 South Henderson Street (Street Department), and 3410 S. Old State Road 37 South (Animal Shelter); and

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

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

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

Article 1. Scope of Services: Contractor shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operations Director or his or her designee(s).

Consultant agrees that any information or documents 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 purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a contractor would exercise under the same or similar circumstance.

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

Article 4. Compensation Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B- Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of Two Hundred Thirty-Three Thousand, Eight Hundred Eighty-Three Dollars and Forty-Four Cents (\$233,883.44). **Invoices shall be sent via email to public.works@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 as set forth in Article 8 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The 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 and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible therefor. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9 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.

Article 10. Indemnification: To the fullest extent permitted by law, 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 bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. 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. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

Article 12. 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 required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. 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 14. 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 15. 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; provided, however, Contractor may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the

Monroe County Circuit Court, Monroe County, Indiana.

Article 18. 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 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 19. 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. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, 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 shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

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

Contractor:
SSW Enterprises, LLC
dba Office Pride
Attn: Stanley Weaver
9402 N. Staton Drive
Mooreville, IN 46158

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

Article 21. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 22. 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.

Article 23. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

The Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty {30} day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 24. No 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 F, affirming that Contractor has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth. This

Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

City of Bloomington
Department of Public Works

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

Adam Wason, Director
Department of Public Work

John Hamilton, Mayor

Contractor

SSW Enterprises, LLC DBA Office Pride

Stanley Weaver, Member and Owner

EXHIBIT A

Scope of Work for Department of Public Works Facilities

Contractor is expected to complete the tasks listed at the stated frequency for each location:

City Hall - 401 North Morton Street - 5 nights per week

Entry/ Lobby Area (Approximately 1,780 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	2 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Office Areas (Approximately 31,500 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Conference Rooms (Approximately 2,100 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms (Approximately 850 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Common Areas (Approximately 8,700 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room Areas (Approximately 650 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily

Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Stairs and Elevator (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Completely clean and vacuum carpeted elevator.	Daily
Dust Mop And Spot Mop Stairs, Dust Railings, Ledges And Spot Clean.	3 Times per Week
Dust Mop Stairs, Dust Railings, Ledges And Spot Clean.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Clean And Polish Metal Elevator Threshold Plates.	Weekly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 3,100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Fleet Maintenance - 800 E. Miller Drive - 5 nights per week

Office Areas (Approximately 1,350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly

Common Areas (Approximately 100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 200 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean Mirrors.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Sanitation - 3406 S. Old SR37 South - 5 nights per week

Office Area (Approximately 230 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 250 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 280 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Street Department - 1981 South Henderson Street - 5 nights per week

Office Areas (Approximately 730 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	2 Times per Year
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 750 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 65 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Skywalk at 4th Street Parking Garage (over 4th Street) - 3 nights per week

Skywalk (Approximately 1,800 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
All High Reach Areas.	Weekly

Animal Care and Control - 3410 Old SR37 South - 3nights per week

Entry/ Lobby Area (Approximately 2,300 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Dust mop all hard surface floors with treated dust mop.	3 Times per Week
Clean both sides of all glass doors.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	3 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	3 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Public Restrooms (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 690 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly
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Meeting Room (Approximately 910 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Weekly
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Spot clean all walls, light switches and doors.	Weekly
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Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
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Damp Mop Entire Area.	Weekly
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Dust ledges and window sills.	Weekly
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Dust All Low Reach Areas.	Weekly
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Dust All High Reach Areas.	Weekly
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Machine scrub hard surface floor and apply one coat of polish.	Yearly
--	--------

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly
---	--------

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation for the Term of this Agreement, including any and all fees and expenses, shall not exceed the amount of Two Hundred Thirty-Three Thousand, Eight Hundred Eighty-Three Dollars and Forty-Four Cents (\$233,883.44)

Compensation paid from January 1, 2022 through December 31, 2022 (12 months) shall not exceed the amount of Two Hundred Thirty-Three Thousand, Eight Hundred Eighty-Three Dollars and Forty-Four Cents (\$233,883.44)

EXHIBIT C
SCHEDULE

Contractor shall begin providing services on January 01, 2022 in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2022 unless terminated before in accordance with the conditions contained in this Agreement.

EXHIBIT D
PRINCIPAL PERSONNEL

CONTRACTOR will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Department.

Position / Responsibility

Member and Owner

Name

Stanley Weaver

EXHIBIT E
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 _____)

By: _____



Board of Public Works Staff Report

Project/Event: Contract with Umphress Masonry, Inc. for Masonry Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 23, 2021

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

Staff recommends awarding the contract to Umphress Masonry, Inc. 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: Umphress Masonry

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)

☐

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.)

☐
☒

Renewal of Service Agreement for Umphress Masonry

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

Renewal of Service Agreement

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
UMPHRESS MASONRY, INC.**

This Agreement, entered into on this 23rd day of November, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and Umphress Masonry, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform masonry repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain masonry 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 Fifty-Five Dollars (\$55.00) per hour per person Monday-Friday 7:00 am-4:00 pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of Eighty-Two Dollars and Fifty Cents (\$82.50) per person. Work done at any time on Sundays or Holidays will be performed at the rate of One Hundred Ten Dollars (\$110.00) 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 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. The invoice shall be sent to: **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.

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: Umphress Masonry, Inc., 8377 West Hinds 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 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

Umphress Masonry, Inc.

Dave Umphress, 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 _____)
) 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.

Umphress Masonry, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Service Agreement with Harmony Acres, Inc. (dba Value Fence Company)

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 11/23/2021

The Public Works Department requests the Boards permission to enter into a service agreement with harmony Acres, Inc. (dba Value Fence Company). The agreement will cover repairs to fencing at Public Works Maintained facilities.

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: Harmony Acres, Inc. (Value Fence)

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

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.)

☒
☐

It's a service agreement we are going to renew yearly.

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

It's a service agreement we are going to renew 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
HARMONY ACRES, INC. (dba VALUE FENCE COMPANY)**

This Agreement, entered into on this 23rd day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Harmony Acres, Inc., dba Value Fence Company (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair of wood and chain link fencing. These services will be performed at City facilities (“Services”) for a set price of Eighty-Five Dollars (\$85.00) per hour Monday through Friday, One Hundred and Ten Dollars (\$110.00) per hour on Saturday and Sunday Monday-Friday 7:00 am - 6:00 pm. Service calls shall have a minimum charge of Ninety Dollars (\$90.00) Monday through Friday, and One Hundred Seventy-Five Dollars (\$175.00) on Saturday and 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 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 public.works@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: Harmony Acres, Inc., Attn: Kirk Mullis, 7122 Dinsmore 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 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

Harmony Acres, Inc., dba Value Fence Co.

John Hamilton, Mayor

Kirk Mullis, 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 _____)



Board of Public Works Staff Report

Project/Event: SUPPLEMENT #2 to Agreement for Repair of Flood Damage at BPD Headquarters Between the City of Bloomington and Ann-Kriss, LLC

Petitioner/Representative: Bloomington Police Department

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

Meeting Date: November 23, 2021

In the course of repairing flood damage to the Bloomington police Department several additional items of work have been identified by Public Works staff, BPD staff, and the contractor that either need to be completed as part of the flood damage repairs, or BPD would like to be done while the contractor is on site.

Flood damage items (to be filed as part of insurance claim):

1. Strip and wax downstairs tile	\$1,476.84
2. Paint water preventative coating on Locker Room walls	\$871.22
3. Repaint rooms 109,110,111	\$949.00
4. Replace tile in room L112	\$1,288.00
5. Install tile on floor of East stairwell	\$1,576.00
6. Paint portions of rooms 113 and 114	\$300.00
7. Replace Carpet wall of outside of Holding room	\$1,240.52
8. Replace Carpet wall of Interview room	\$1,061.94
9. Remove plastic floor drains from walls and fill voids	<u>\$760.00</u>
Sub Total	\$9,523.52

Repairs requested by BPD (Paid by BPD entirely):

1. New wall to divide weight room into 2 rooms	\$1,892.61
2. Repaint both stairwells	\$1,250.00
3. Install new rubber floor treads	\$6,150.00
4. Paint metal stair treads and railings in stairwells	<u>\$1,476.84</u>
Sub Total	\$10,769.45

There will also be a credit back from a material change in the Locker Room floors. We will not put rubber flooring down and will be using a no slip painted on floor covering. The credit will be for \$749.22.

A total breakdown of Supplement #2 costs are:

Additions to contract price in Supplement #2	\$20,292.97
Amount credited back for floor covering change	<u>-\$749.22</u>
Total increase to contract costs with Supplement #2	\$19,543.75
Previous amended contract amount (Supplement #1)	<u>\$122,650.00</u>
New amended contract costs	\$142,193.75

Staff recommends approval of Supplement #2 to amend the contract with Ann-Kriss, LLC to include an additional \$19,543.75. This would bring the total contract price to \$142,193.75.

Respectfully submitted,



J. D. Boruff
Operations and Facilities Director

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: Supplement #2 \$19,543.75

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)

☐

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:

Ann-Kriss was the lowest quoter initially. Agreement supplemented 2 times.

Original cost: \$ 93,234.00

Supp #1: \$ 29,416.00

Supp #2: \$ 19,543.75

Total NTE: \$ 124,606.75

J. D. Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

**SUPPLEMENT #2 to Agreement for Repair of Flood Damage at BPD Headquarters
Between the City of Bloomington and Ann-Kriss, LLC**

This Supplement #2 adds additional repairs and compensation to the Agreement with Ann-Kriss, LLC, entered into on August 31, 2021, and Supplement #1 entered into on October 12, 2021, as follows:

1. On August 31, 2021, the Board of Public Works approved the Agreement with Ann-Kriss, LLC, for the repair of flood damage at BPD headquarters.
2. **Article 3. Compensation** was supplemented with \$29,416 to the compensation contained totaled in the original agreement and is now supplemented a second time with \$19,543.75 needed for further repairs. The Not To Exceed cost of all repairs to BPD Headquarters shall be \$142, 193.75.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

ANN-KRISS, LLC

By: _____

Dana Henke, President
Board of Public Works

Date: _____

By: _____

Dave Padgett, Owner

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

Additions to scope of work for Ann-Kriss, LLC contract for BPD Flood Damage Repairs:

1. Strip and wax downstairs tile	\$1,476.84
2. Paint water preventative coating on Locker Room walls	\$871.22
3. Repaint rooms 109,110,111	\$949.00
4. Replace tile in room L112	\$1,288.00
5. Install tile on floor of East stairwell	\$1,576.00
6. Paint portions of rooms 113 and 114	\$300.00
7. Replace Carpet wall of outside of Holding room	\$1,240.52
8. Replace Carpet wall of Interview room	\$1,061.94
9. Remove plastic floor drains from walls and fill voids	\$760.00
10. New wall to divide weight room into 2 rooms	\$1,892.61
12. Repaint both stairwells	\$1,250.00
13. Install new rubber floor treads	\$6,150.00
14. Paint metal stair treads and railings in stairwells	<u>\$1,476.84</u>
Total Additions	\$20,292.97
1. Chang flooring material in Locker Rooms to Painted, non-slip	
Material from sectional rubber flooring (Credit)	<u>-\$749.22</u>
Total Additions to Contract Price	\$19,543.76



Board of Public Works Staff Report

Project/Event: Repair of Flood Damage at Bloomington Police Department

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: August 31, 2021

Recent flooding caused a large amount of damage to the Bloomington Police Department Headquarters. Since the building has been dried out and damaged materials removed, we sought bids for the repairs to the building. These repairs are primarily to areas of damaged drywall and flooring.

Bids were solicited from four contractors. One contractor was non responsive. The bids are as follows:

Ann-Kriss, LLC	\$93,234.00
ServPro of Bloomington	\$100,492.40
Building Associates	\$142,700.00
Strauser Construction	Non Responsive

Ann-Kriss, LLC is a contractor that we have worked with on several projects. All quantities in the scope of work were reviewed with the contractor, and we feel confident the bid is correct.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Public Works Department
DATE: 8/31/2021
RE: Repair of Flood Damage at Bloomington Police Department

Contract Recipient/Vendor Name:	Ann-Kriss, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Jacquelyn F. Moore
Record Destruction Date: <i>(Legal to fill in)</i>	2032
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-406
Due Date For Signature:	8/31/2021
Expiration Date of Contract:	10/31/2021
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$93,234.00
Funding Source:	101-14-140000-53610
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract:

Recent flooding caused a large amount of damage to the Bloomington Police Department Headquarters. Since the building has been dried out and damaged materials removed, we sought bids for the repairs to the building. These repairs are primarily to areas of damaged drywall and flooring.

Bids were solicited from four contractors. One contractor was non responsive. The bids are as follows:

Ann-Kriss, LLC	\$93,234.00
ServPro of Bloomington	\$100,492.40
Building Associates	\$142,700.00
Strauser Construction	Non Responsive

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$93,234.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 3			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:

Ann-Kriss was the lowest bidder. The are also considered competent and qualified to make the repairs

J. D. Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
Ann-Kriss, LLC
FOR
REPAIR OF FLOOD DAMAGE AT BLOOMINGTON POLICE DEPARTMENT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **repair of flood damage at Bloomington Police Department**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 60 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Ninety-Three Thousand, Two Hundred Thirty-Four Dollars (\$93,234.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Ann-Kriss, LLC
Attn: J. D. Boruff, Director of Facilities	Attn: Dave Padgett
P.O. Box 100 Suite 110	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

5.19 Non-Collusion

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

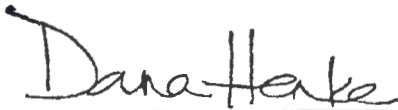
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: 8.31.2021

City of Bloomington
Bloomington Board of Public Works

Ann-Kriss, LLC

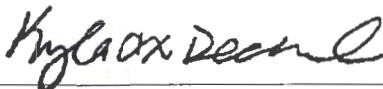
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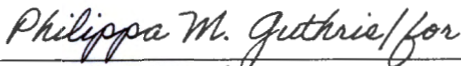
Dana Henke, President



Beth H. Hollingsworth, Vice President

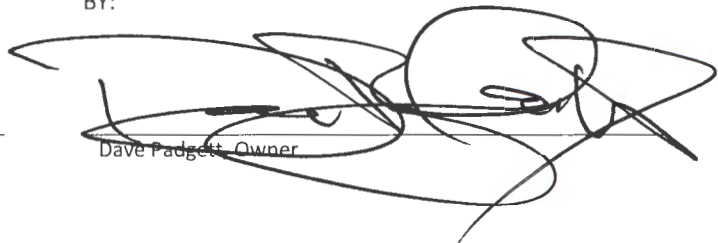


Kyla Cox Deckard, Secretary



John Hamilton, Mayor of Bloomington

BY:



Dave Padgett, Owner

ATTACHMENT 'A'

"SCOPE OF WORK"

REPAIR OF FLOOD DAMAGE AT BLOOMINGTON POLICE DEPARTMENT

This project shall include, but is not limited to:

PLEASE NOTE: All labor and materials supplied by Contractor.

Stairs

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Remove & replace rubberized floor surface	270 SQ FT	
Install 4 " cove base molding	64 LF	

LL133 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	122 LF	

LL109

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	121 LF	

LL110

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	29 LF	

LL111

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	37 LF	

LL112

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	62 LF	

LL113/114

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	62 LF	

LL115

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	282 SQ FT	
Glue down carpet (High grade)	331 SQ FT	
Install 4 " cove base molding	43 LF	

LL123 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	372 SQ FT	
Glue down carpet (High grade)	454 SQ FT	
Install 4 " cove base molding	173 LF	

LL108

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	11 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	121 SQ FT	
Glue down carpet (High grade)	161 SQ FT	
Install 4 " cove base molding	44 LF	

LL107

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	116 SQ FT	
Glue down carpet (High grade)	156 SQ FT	
Install 4 " cove base molding	45 LF	

LL106

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	

Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	114 SQ FT	
Glue down carpet (High grade)	154 SQ FT	
Install 4 " cove base molding	44 LF	

LL105

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	116 SQ FT	
Glue down carpet (High grade)	156 SQ FT	
Install 4 " cove base molding	45 LF	

LL104

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint		Entire room
Floor prep (Scrape black residue)	106 SQ FT	
Glue down carpet (High grade)	154 SQ FT	
Install 4 " cove base molding	43 LF	

LL103

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	12 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	119 SQ FT	
Glue down carpet (High grade)	158 SQ FT	
Install 4 " cove base molding	44 LF	

LL102

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	21 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	94 SQ FT	
Glue down carpet (High grade)	134 SQ FT	
Install 4 " cove base molding	41 LF	

LL101ItemQuantityAction

Replace electrical outlets & receptacles

2

Install 5/8" drywall & Finish

20 LF

Up to 2' height on walls

Prep, prime, & paint - 2 coats

Entire room

Floor prep (Scrape black residue)

91 SQ FT

Glue down carpet (High grade)

130 SQ FT

Install 4 " cove base molding

40 LF

Sprinkler Riser RoomItemQuantityAction

Install 4 " cove base molding

14 LF

LL117ItemQuantityAction

Install 5/8" drywall & Finish

11LF

Up to 2' height on walls

Prep, prime, & paint

Entire room

Floor prep (Scrape black residue)

123 SQ FT

Glue down carpet (High grade)

134 SQ FT

Install 4 " cove base molding

46 LF

LL118ItemQuantityAction

Install 5/8" drywall & Finish

11LF

Up to 2' height on walls

Prep, prime, & paint - 2 coats

Entire room

Floor prep (Scrape black residue)

123 SQ FT

Glue down carpet (High grade)

152 SQ FT

Install 4 " cove base molding

43 LF

LL119ItemQuantityAction

Floor prep (Scrape black residue)

164 SQ FT

Glue down carpet (High grade)

212 SQ FT

Install 4 " cove base molding

53 LF

LL124 - CorridorItemQuantityAction

Floor prep (Scrape black residue)

325 SQ FT

Glue down carpet (High grade)	390 SQ FT
Install 4 " cove base molding	90 LF

LL120 - Women's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	37 LF	

LL120 - Women's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	35 LF	

LL121

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	5	
Install 5/8" drywall & Finish	15 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	278 SQ FT	
Glue down carpet (High grade)	327 SQ FT	
Install 4 " cove base molding	67 LF	

LL125

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	195 SQ FT	
Glue down carpet (High grade)	243 SQ FT	
Install 4 " cove base molding	56 LF	

LL126

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	163 SQ FT	
Glue down carpet (High grade)	205 SQ FT	
Install 4 " cove base molding	52 LF	

LL127

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	120 SQ FT	
Glue down carpet (High grade)	160 SQ FT	
Install 4 " cove base molding	44 LF	

LL129, LL147

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	146 LF	

LL148 - Women's Locker Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	427 SQ FT	
Install 4 " cove base molding	70 LF	
Prep, prime, & paint - 2 coats		Entire room
Install new lockers (12" wide x 60" high x 15" deep)	27	lockers provided by contractor

LL145 - Stairs, Stairs 3, Landing 1, Entry

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	273 SQ FT	
Install 4 " cove base molding	70 LF	

LL146 - Holding

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	41 LF	

LL144

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	46 LF	

LL143

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	126 SQ FT	
Glue down carpet (High grade)	167 SQ FT	
Install 4 " cove base molding	46 LF	

LL142

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Cabinetry - laminate base units	7 LF	Provided by Contractor
Countertop - laminate	7 LF	Provided by Contractor
Sink - single unit	1	Provided by Contractor
Garbage disposal	1	Provided by Contractor

Plumbing for sink, including fittings and valves	1	Provided by Contractor
Install 4 " cove base molding	50 LF	

LL141

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	54 LF	

LL138 - Men's Locker Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	1220 SQ FT	
Install 4 " cove base molding	39 LF	
Prep, prime, & paint - 2 coats		
Install new lockers (12" wide x 60" high x 15" deep)	85	Entire room lockers provided by contractor

LL139 - Men's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	48 LF	

Storage

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	15 LF	

LL140

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	450 SQ FT	
Glue down carpet (High grade)	505 SQ FT	
Install 4 " cove base molding	90 LF	

LL132 - Corridor, Hall

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	108 LF	

LL130

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	49 LF	

LL131

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	52 LF	

Hold Cell 1

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	75 SQ FT	
Glue down carpet (High grade)	114 SQ FT	
Glue down carpet (Premium grade)	393 SQ FT	
Install 4 " cove base molding	35 LF	

Hold Cell 2

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	99 SQ FT	
Glue down carpet (High grade)	142 SQ FT	
Glue down carpet (Premium grade)	382 SQ FT	
Install 4 " cove base molding	42 LF	

Hold Office

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	26 LF	

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

N/A

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Dave Pabett and acknowledged the execution of the foregoing this 7 day of September, 2021.

My Commission Expires:

June 2, 2029

Notary Public's Signature

County of Residence:

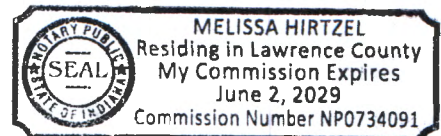
Lawrence

Printed Name of Notary Public

Melissa Hirtzel

Commission Number

NP0734091



ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 7 day of Sept., 2021.

Am-Kriss

(Name of Organization)

By: [Signature]

DAVID DADGETT owner

(Name and Title of Person Signing)

STATE OF INDIANA)

COUNTY OF Monroe) SS:

Subscribed and sworn to before me this 7 day of September, 2021.

My Commission Expires: June 2, 2029 [Signature]

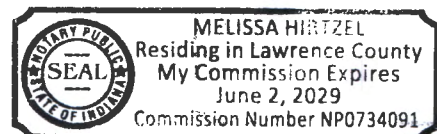
Notary Public Signature

Resident of Lawrence County

Melissa Hirtzel

Printed Name

NP0734091
Commission Number



**SUPPLEMENT #1 to Agreement for Repair of Flood Damage at BPD Headquarters
Between the City of Bloomington and Ann-Kriss, LLC**

This Supplement #1 adds additional repairs and compensation to the Agreement with Ann-Kriss, LLC, entered into on August 31, 2021, as follows:

1. On August 31, 2021, the Board of Public Works approved the Agreement with Ann-Kriss, LLC, for the repair of flood damage at BPD headquarters.
2. **Attachment 'A' "Scope of Work"** is supplemented to add the following additional repairs to this Agreement:

Tear out, rebuilt, and tile wooden floor in evidence area	\$ 13,710.00
Additional drywall repairs	\$ 821.00
Additional floor preparation prior to flooring installation	\$ 840.00
Additional flooring (VCT tile)	\$ 2,864.00
Replace missing & broken tiles (small room #2 in evidence area)	\$ 200.00
Removal of existing items on walls (whiteboards, shelves, etc.)	\$ 1,080.00
Wall prep and painting	\$ 901.00

3. **Article 3. Compensation** shall be supplemented to add \$29,416 to the compensation contained totaled in the original agreement. The Not To Exceed cost of all repairs to BPD Headquarters shall be \$122,650.00.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

ANN-KRISS, LLC

By: _____
Dana Henke, President
Board of Public Works

By: _____
Dave Padgett, Owner

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/19/2021	Payroll				485,669.16
					<u>485,669.16</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 \$ 485,669.16

Dated this 23rd 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:	Request to approve Resolution 2021-62 agreement for a private light installed in the right-of-way at S McCartney Lane and S Sare Road
Staff Representative:	Emily Herr
Petitioner/Representative:	Jay Powell / Hyde Park Village Homeowners Association
Date:	November 23, 2021

Report: The Hyde Park Village Homeowners' Association is requesting to install a private light in the City's right-of-way through Duke Energy at S McCartney Lane and S Sare Road. The HOA would be responsible for paying equipment, energy usage, and maintenance costs and have entered into a 10-year agreement with Duke Energy. It was confirmed that Public Works will not be installing new lights at this location in the near future and therefore the HOA would like to move forward with their own installation.

October 20, 2021

Board of Public Works

401 N Morton St.

Bloomington, IN 47403

RE: Encroachment Items

McCartney Ln. & Sare Rd. north intersection

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. Light Pole

The HOA would like to install a light pole within the island that sits in the middle of the north intersection of McCartney Ln and Sare Rd. This is within the city right of way. This would primarily be for safety purposes, as the intersection is very dark and pedestrian traffic has increased significantly since the opening of the trail.

Attached you will find a partial utility plan illustrating the above encroachment. Please feel free to reach out to me if you have any questions or comments regarding any issues with this potential encroachment.

Sincerely

Jay Powell, Hyde Park Village HOA board president



7/28/2021

HYDE PARK VILL HOA
PO BOX 5925
BLOOMINGTON , IN 47407-5925

Subject:
2725 MCCARTNEY LN
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000021237		7/28/2021
	Agreement Coverage			Agreement Number		Current Date
39302807	41471744	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



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

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	HYDE PARK VILL HOA			
Service Location or Subdivision				
Service Address	2725 MCCARTNEY LN			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	MISC: IRRIGAT			
Service City, State, Zip code	BLOOMINGTON	IN		
Mailing Name	HYDE PARK VILL HOA			Notes:
Mailing Business Name				
Mailing Address	PO BOX 5925			
Mailing Address				
Mailing City, State, Zip code	BLOOMINGTON	IN	47407-5925	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 10/26/2021

AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$19,806.34	\$16.00	\$5.13	3	\$21.13	\$7.04	\$7.04
Option B - 1 Year Agreement Initial Term	\$1,726.06	\$16.00	\$5.13	3	\$1,747.20	\$582.40	\$7.04
Option C - 3 Year Agreement Initial Term	\$552.84	\$16.00	\$5.13	3	\$573.98	\$191.33	\$7.04
Option D - 5 Year Agreement Initial Term	\$353.33	\$16.00	\$5.13	3	\$374.46	\$124.82	\$7.04
Option E - 7 Year Agreement Initial Term	\$268.48	\$16.00	\$5.13	3	\$289.61	\$96.54	\$7.04
Option F - 10 Year Agreement Initial Term	\$205.68	\$16.00	\$5.13	3	\$226.81	\$75.60	\$7.04

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

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

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

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

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>	Signature	<u></u>
Printed Name	<u>Craig Barker</u>	Printed Name	<u></u>
Date	<u>7/28/2021</u>	Date	<u></u>

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Black (RAL9017) Type III	6,261	70	0.0700	280	\$5.33	\$1.71	3	\$21.13
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									21.13

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

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

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

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

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

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 30 Ft Long Direct Buried Top Tenon Aluminum Black	2

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

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

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Top Mount Bracket - 14 IN - Double - Black - Metal Pole
1	Top Mount Bracket - 14 IN - Single - Black - Metal Pole

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

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

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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

Outdoor Lighting

Roadway LED



The Roadway LED is a green solution and great fit for streets, roads, long, narrow areas and parking lots. This energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose low to medium light output on wood or fiberglass poles (or mount on an existing pole). Available with one to four fixtures per pole, depending on the fixture/pole combination selected.

LED (Light Emitting Diode)	50 70 110 150 220 280 watts
Mounting heights	15', 20', 25', 30', 35'
Colors	Bronze Black Gray Green
Poles	Style A, C Wood

For additional information, visit us at
duke-energy.com/OutdoorLighting
 or call us toll free at 866.769.6417.

Outdoor Lighting

Roadway LED

Light source: LED (*white*)

Wattage: 50 | 70 | 110 | 150 | 220 | 280

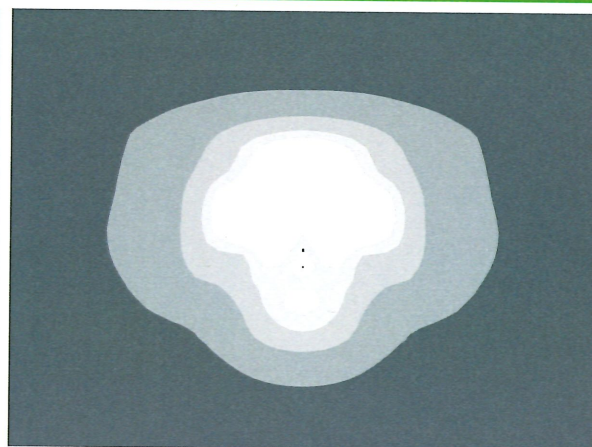
Lumens: 4,500 | 6,500 | 9,500 | 12,500 | 18,500 | 24,000

Light pattern: IESNA Type III (*oval*)

IESNA cutoff classification: Full cutoff

Color temperature: 4,000K

Warm-up and restrike time: Instant on (*no warm-up or restrike time*)



light distribution pattern

Poles available:

<i>Name</i>	<i>Mounting height</i>	<i>Color</i>
Aluminum	15', 20', 25', 30', 35'	Bronze Black Gray Green
Wood	25', 30', 35'	Standard

Features

Limited upfront capital required

Design services by lighting professionals included

Maintenance included

Electricity included

Warranty included

One low monthly cost on your electric bill

Turnkey operation

Backed by over 122 years of experience

Benefits

Frees up capital for other projects

Meets industry standards and lighting ordinances

Eliminates high and unexpected repair bills

Less expensive than metered service

Worry-free

Convenience and savings for you

Provides hassle-free installation and service

A name you can trust today ... and tomorrow

Outdoor Lighting Poles



Style A

Round, smooth, tapered shaft
available in varying heights,
anchor-based or direct buried

Mounting heights	12', 15', 20', 25', 30', 35'
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Colors	Bronze Black Gray Green*
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Materials	Fiberglass Aluminum Steel
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Style B

Round, smooth, straight upper
shaft with a fluted lower shaft,
round base and rectangular
base cover

Mounting height	12'
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Colors	Black Green
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Material	Aluminum
-----------------	----------



Style C

Round, fluted, straight upper
shaft with a lower round,
fluted, tapered base

Mounting heights	12', 15', 25'
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Colors	Black Green
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Materials	Aluminum Steel
------------------	-------------------



Style D

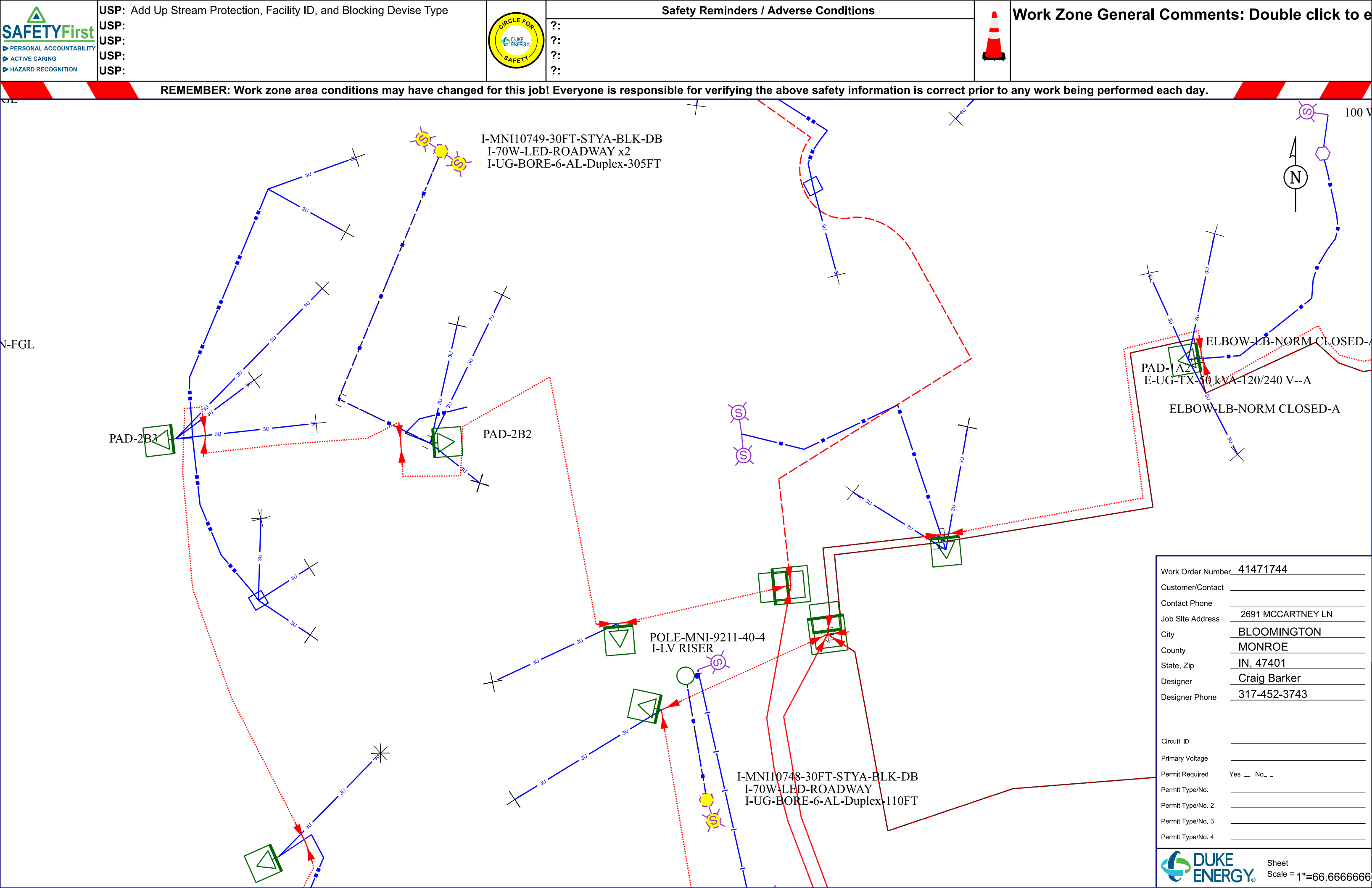
Fluted, tapered shaft with
a fluted, round base

Mounting height	12'
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Colors	Black Green
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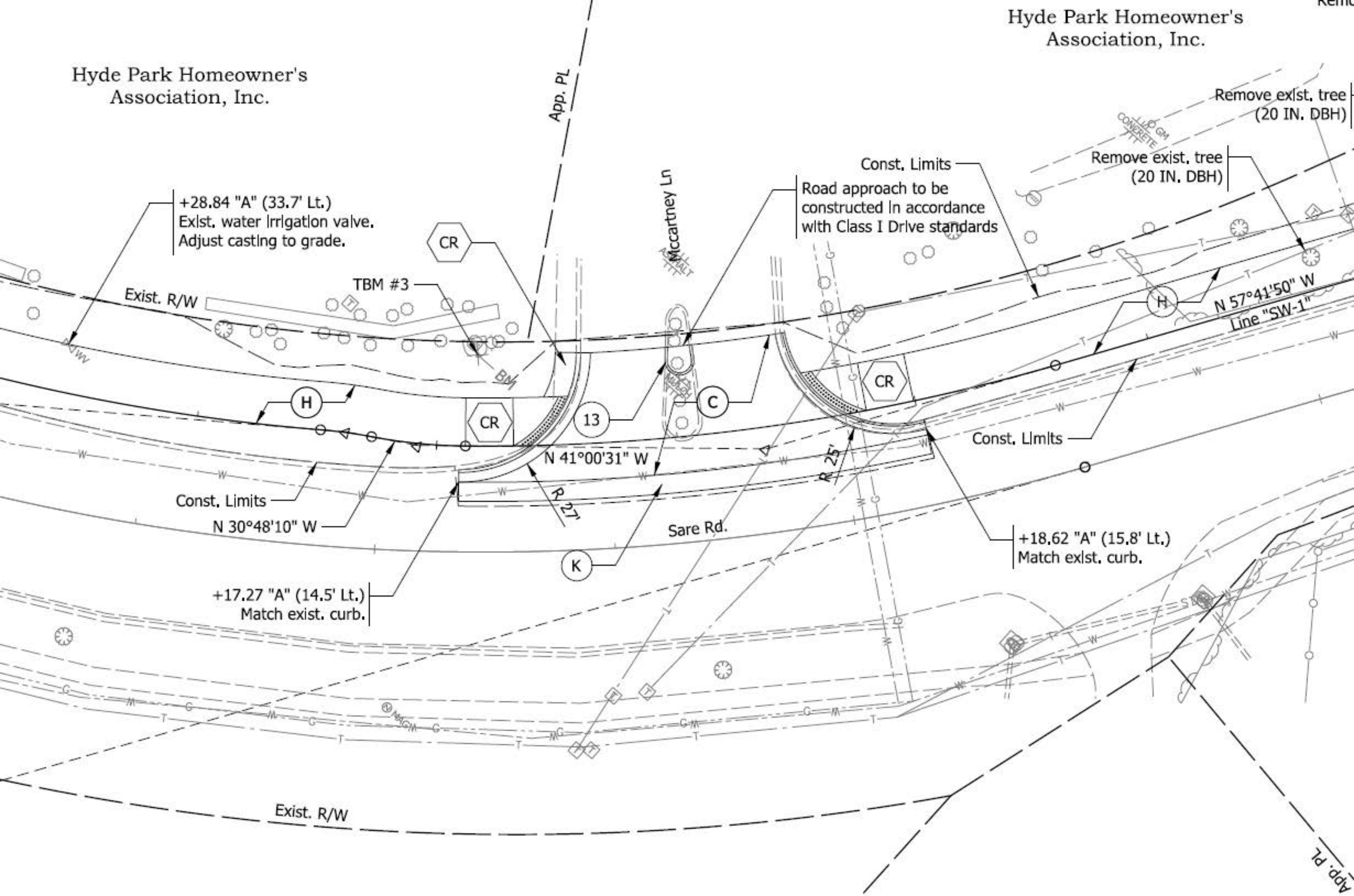
Materials	Aluminum Fiberglass
------------------	------------------------

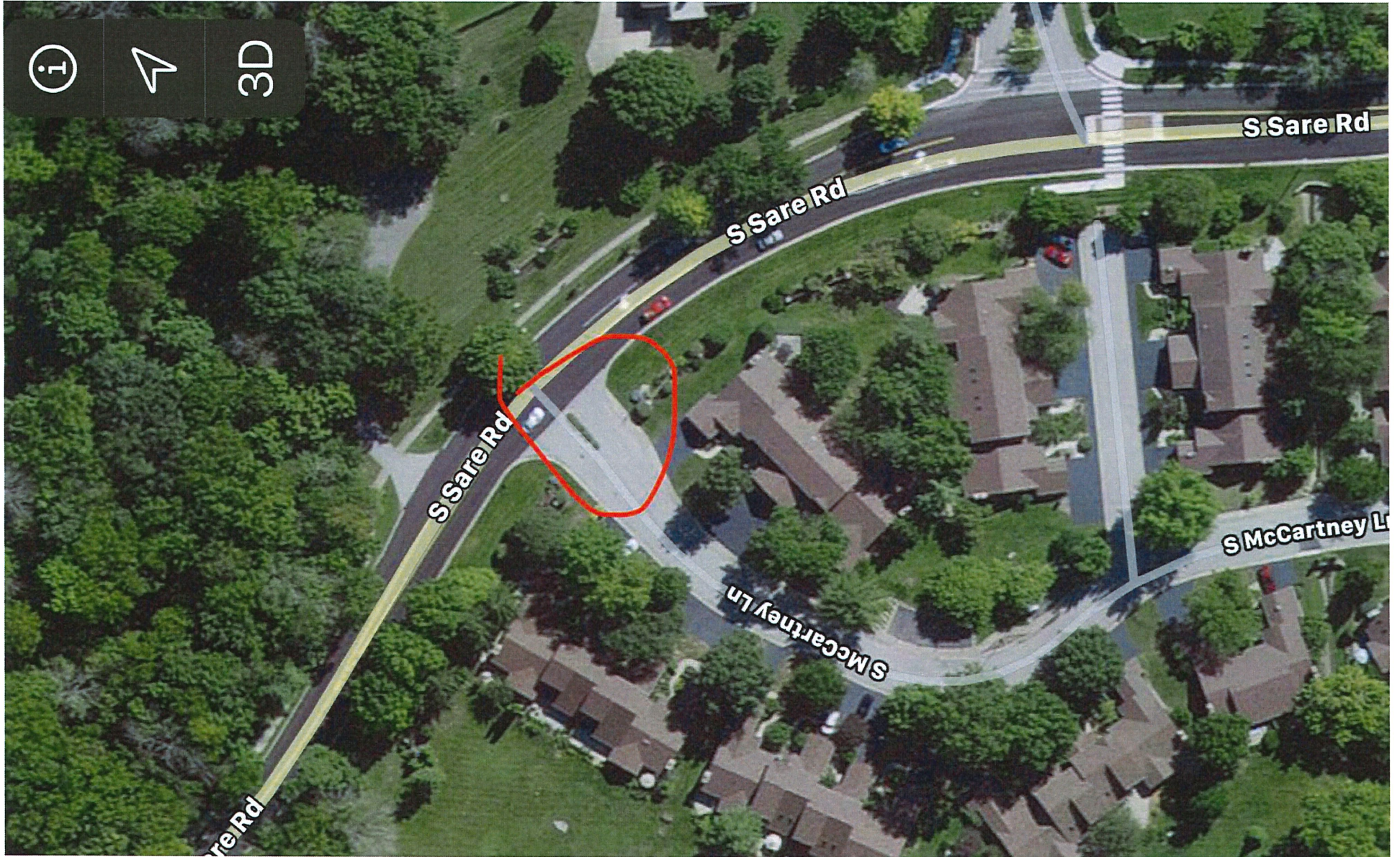
*Not available in all mounting heights



Hyde Park Homeowner's
Association, Inc.

Hyde Park Homeowner's
Association, Inc.





**BOARD OF PUBLIC WORKS
RESOLUTION 2021-62**

Encroachment with Hyde Park Village Homeowners' Association

WHEREAS, the Hyde Park Village Homeowner's Association (HOA) (hereinafter "Owner") wishes to install a light pole in a landscaping island at the intersection of S McCartney Lane and S Sare Road due to the increase in pedestrian traffic; and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the location of the light pole will be 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 and operating costs.
2. The encroachment shall not deviate from the design which is depicted in Exhibit A, B, and C of this Resolution. Exhibits A, B, and C are 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 be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. 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.
12. Jay Powell, as Hyde Park Village Homeowner's Association Board President, 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 2021-62 this _____ day of _____, 2021.

CITY OF BLOOMINGTON

**HYDE PARK VILLAGE HOMEOWNERS'
ASSOCIATION**

BOARD OF PUBLIC WORKS

By: _____
Dana Henke, President

By: _____
Jay Powell, HOA Board President

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 Jay Powell, as President of the Hyde Park Village Homeowners' Association, 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:	Request to approve Resolution 2021-65 agreement for the encroachment of an awning, in the Right-of-Way at 102 W 6 th Street
Staff Representative:	Emily Herr
Petitioner/Representative:	6 th Street North, LLC / Bruce Norton, Station 43 Design
Date:	November 23, 2021

Report: This encroachment resolution is to approve the installation of a self-supporting awning on the facade of 102 W 6th Street. The awning will be located 8 feet above the ground and will be 3 feet tall, 40 feet long, and will project 5 feet over the right-of-way. The awning has received a Certificate of Appropriateness from the Historic Preservation Commission under case COA 21-72 and the applicant has received a permanent sign permit with the Planning & Transportation Department under CZC #C21-596.



November 16, 2021

Emily Herr
Board of Public Works
City of Bloomington, Indiana

Re: Encroachment Location
102 W 6th Street
Old Grazie Restaurant

Emily Herr:

Below is a description of the awning creating the encroachment issue. It is also shown in the attached rendering. The need for the encroachment request is due to the need for the awning to extend from the building 6 feet into the right of way.

1. Awning is 40 feet wide, projects from the building 5 feet and has a clearance from the bottom edge of the awning to the sidewalk of 8 feet. The awning will be fully supported from the building with no posts in the public right-of-way.
2. Awning is all aluminum, welded construction and has a heavy duty vinyl covering.
3. The warranty deed instrument number: 2020021390 QC
The entity owning the property is: 6th Street North, LLC
The signatory for 6th Street North, LLC is: Daniel J. Oh, President

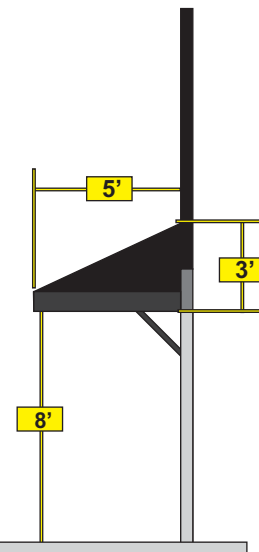
Attached is the design showing the proposed awning.

Please feel free to contact me with any questions concerning this request. We have submitted the Application of Appropriateness to the Historical Preservation Program and are scheduled to be reviewed at the October meeting.

Sincerely,

Station 43 Design

Bruce Norton
Owner



**BOARD OF PUBLIC WORKS
RESOLUTION 2021-65**

Encroachment with 6th Street North, LLC

WHEREAS, 6th Street North, LLC (hereinafter "Owner") owns the real property at 102 W 6th Street, which real estate is more particularly described in a deed recorded as Instrument No. 2020021390, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, the sign on the Real Estate will be erected under a Certificate of Zoning Compliance (CZC) #C21-596; and

WHEREAS, the sign on the Real Estate received a Certificate of Appropriateness (COA) from the Historic Preservation Commission #21-72; and

WHEREAS, Owner installed the following types of encroachments over and upon the public right of way adjacent to its Property: self-supporting fabric awning; 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. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
12. 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.
13. Daniel J. Oh, as President of 6th Street North, 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 2021-65 this _____ day of _____, 2021.

CITY OF BLOOMINGTON

6th Street North, LLC

BOARD OF PUBLIC WORKS

By: _____
Dana Henke, President

By: _____
Daniel J. Oh, President

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 Daniel J. Oh, as President of 6th Street North, 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 right-of-way permit for Belcher Fencing to install construction fencing at 601 W 2nd Street (IU Health Bloomington Hospital Decommissioning and Demolition project)

Staff Representative: Emily Herr

Petitioner/Representative: Indiana University Health / Steve Winters, DLZ Construction for Belcher Fencing

Date: November 23, 2021

Report: Belcher Fencing has been contracted by IU Health to install construction fencing around the perimeter of the IU Health Bloomington campus associated with the IU Health Bloomington Hospital Decommissioning and Demolition project. Belcher Fencing is requesting permission to install approximately 790 feet of an eight foot perimeter fence located in the right-of-way along W 1st Street. The portion of the fence along S Rogers Street and W 2nd Street will not be located in the right-of-way and the installation of that portion of fence has begun.

Belcher Fencing is requesting short duration, temporary sidewalk closures for portions of the sidewalk located along the north side of 1st Street to allow for chain-link fencing to be secured to the fence posts. Work will occur during standard hours, Monday-Friday (9:00 am – 3:00 pm) intermittently between November 29, 2021 and December 5, 2021. The contractor will be able to move out of the way to allow for pedestrian access on the sidewalk, as needed. Coordination will also occur between Pepper Construction, contractors at the IUEMS construction site at W 1st Street and W Wylie Street, who is requesting a Director approved pedestrian detour related to their site work. This coordination will allow for only one pedestrian detour / closure to take place during roughly the same time frame.

IU Health will be submitting a grading permit application through the Planning Department and additional right-of-way permit applications for sidewalk and road closure requests as needed associated with this project, but this current permit request covers only the fence installation.

IU Health and DLZ Construction have stated that coordination will occur between the 1st Street Project and the IU Health Decommissioning and Demolition Project. The fence

located along 1st Street will be relocated, as required, to allow for work associated with the 1st Street Project to occur.



CITY OF BLOOMINGTON


RIGHT-OF-WAY USE PERMIT APPLICATION

☐ ROW EXCAVATION ☒ ROW USE

ADDRESS OF ROW ACTIVITY: 601 West 2nd Street, Bloomington IN 47403

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

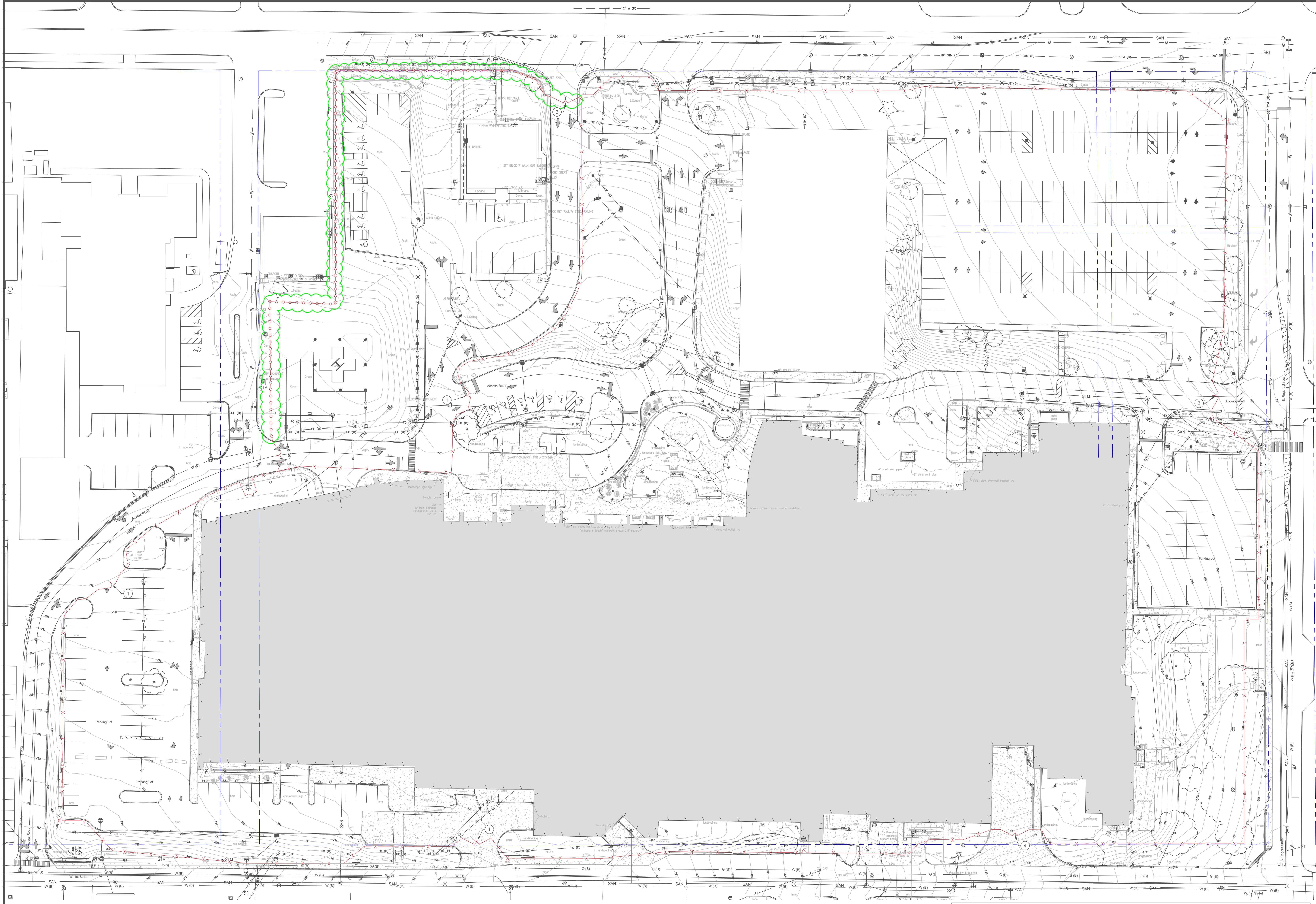
A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Wes Abram</u> E-MAIL: <u>belcherfencing@gmail.com</u> COMPANY: <u>Belcher Fencing LLC.</u> ADDRESS: <u>P.O. Box 173</u> CITY, STATE, ZIP: <u>Bloomington, Indiana 47402</u> 24-HR EMERGENCY CONTACT NAME: <u>Wes Abram</u> 24-HR CONTACT PHONE #: <u>(812) 322-0292</u> INSURANCE #*: <u>Attached</u> COMPANY: _____ BOND #*: <u>Attached</u> COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>NA</u>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N 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 F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input checked="" type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>IU Health Bloomington Hospital Demolition</u> PROJECT #: <u>2161-1793-50</u> PROJECT MGR.: <u>Suzan Kallus (IU Health) Steven Winters (DLZ)</u> PROJECT MGR. #: <u>Steve Winters Phone (574) 514-3184</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>8' Site Perimeter Construction Fence Installation</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>N/A</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>N/A</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>N/A</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>+/- 350</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>1st Street</u> 1ST INTERSECTING STREET NAME: <u>S Rogers Street</u> 2ND INTERSECTING STREET NAME: <u>S Maple Street (extended)</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input checked="" type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>11/29/21</u> END DATE: <u>12/05/21</u> # OF DAYS*: <u>N/A</u> <u>Intermittent temporary sidewalk closure to install fence</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	<div style="display: flex; align-items: center;">  <div> 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. </div> </div>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>J. Wesley Abram</u> SIGNATURE: _____ DATE: _____

For Administration Use Only (applicable to CLOSURE approval)

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

Staff Representative: _____ Phone#: _____ Date: _____

[D:\03\MAKIPRA\04_2020\02061\DWG - NOV 11, 1998 - 11:56:29 - PL01 1 of 1]



1 SITE PERIMETER FENCE LOCATION PLAN
SCALE - 1" = 30'
SCALE IN FEET
30 0 15 30 60

- KEY NOTES**
- 1 EMERGENCY RESPONSE ACCESS GATE
 - 2 PROPOSED GATE TO BE INSTALLED AT LATER DATE
 - 3 PRIMARY SITE ACCESS GATE
 - 4 PRIMARY DELIVERY ACCESS GATE

LEGEND	
--- EXISTING PROPERTY BOUNDARY	--- W (B) --- EXISTING WATER LINE
--- STM (D) --- EXISTING STORM SEWER (QUALITY LEVEL D)	--- SAN --- EXISTING SANITARY SEWER
--- SAN (D) --- EXISTING SANITARY SEWER (QUALITY LEVEL D)	--- STM --- EXISTING STORM SEWER
--- W (D) --- EXISTING WATER LINE (QUALITY LEVEL D)	--- G (B) --- EXISTING GAS LINE
--- UE (D) --- EXISTING UNDERGROUND ELECTRIC (QUALITY LEVEL D)	--- EXISTING CONCRETE
--- FO (D) --- EXISTING FIBER OPTIC (QUALITY LEVEL D)	--- EXISTING MANHOLE
	--- EXISTING VALVE
	--- EXISTING LIGHT POLE
	--- EXISTING ELECTRICAL BOX
	--- EXISTING HYDRANT
	--- EXISTING INLET
	--- PROPOSED CONSTRUCTION SITE PERIMETER FENCE
	--- PROPOSED CONSTRUCTION SITE PERIMETER FENCE TO BE INSTALLED AT LATER DATE
	--- PROPOSED 24' SWING GATE
	--- PROPOSED 4' MAN GATE

SHEET OF 1	BLOOMINGTON INDIANA	IU HEALTH BLOOMINGTON HOSPITAL DECOMMISSIONING AND DEMOLITION PROJECT	NO. 1	REVISION	BY DATE	PROJECT NUMBER 2061-1973-50	DLZ INDIANA, LLC
NOT FOR CONSTRUCTION							



Temporary Short-Duration Sidewalk Closure Location



Temporary Sidewalk Closure Location Plan
601 West 2nd Street, Bloomington, Indiana
IU Health Bloomington Hospital

Scale: NTS

Exhibit C

OFFICE MEMORANDUM

DATE: November 17, 2021
TO: City of Bloomington – Engineering Department
FROM: Steve Winters
SUBJECT: City of Bloomington Right-of-Way Permit Application
601 West 2nd Street
IU Health Bloomington Hospital Decommissioning and Demolition

DLZ Indiana LLC. (DLZ) has been retained by Indiana University Health (IUH) to develop contract documents for the decommissioning and demolition of the IUH Bloomington Hospital located at 601 West 2nd Street, Bloomington, Indiana (Legacy Hospital). On December 5, 2021, IUH will be transferring patient and staff from the Legacy Hospital to the new IUH Regional Academic Health Center (RAHC). As part of the decommissioning phase of the Legacy Hospital, IU Health is proposing to install a site perimeter construction fence around the Legacy Hospital in order to secure the site upon completion of patient and staff transfer activities. The site perimeter construction fencing will consist of an 8'-tall chain-link fence. The site perimeter construction fencing will remain in-place through the completion of demolition phase. IU Health anticipates that demolition phase activities will commence in March of 2022 and will be completed during the second quarter of 2023. Upon completion of the demolition phase, the site perimeter construction fencing will be removed.

Since the IUH Cardiovascular Surgery Office (707 West 2nd Street) will remain in operation at its current location through January of 2022, the northwest portion of the Legacy Hospital site will not be enclosed within the site perimeter construction fence at this time. However, since the IUH Cardiovascular Surgery Office will be demolished as part of the Legacy Hospital demolition project, additional site perimeter construction fencing will be installed around the northwest portion of the Legacy Hospital site during the demolition phase. Additional coordination will be performed with the City of Bloomington for the installation of the additional site perimeter construction fencing.

The alignment for the site perimeter construction fencing and gate locations are depicted on the enclosed Site Perimeter Fence Location Plan (**Exhibit A**). The alignment for the additional fencing to be installed around the northwest portion of the Legacy Hospital Site is also depicted on the Site Perimeter Fence Location Plan. As part of the development of the Site Perimeter Fence Location Plan, IUH and DLZ have met with staff from the City of Bloomington Engineering Department, Planning and Transportation Department, and the Fire Department to discuss the proposed fence/gate alignment, site access concerns, City of Bloomington Right-of-

Way (ROW) permit requirements, and City of Bloomington Municipal Code compliance requirements. At this time, IUH is evaluating options associated with the installation of a fabric screen on the site perimeter construction fence. Additional coordination will be performed with the City of Bloomington Department of Planning and Transportation to ensure the fabric screen is in compliance with the City of Bloomington Municipal Code requirements.

A review of the property line information provided in the ALTA/NSPS Land Title Survey that was prepared for the Legacy Hospital site by Hamilton Designs, dated May 25, 2018 indicates that a portion of the site perimeter construction fence that will be installed along the southern portion of the Legacy Hospital site, which borders the north side of 1st Street, is located within the City of Bloomington ROW.

The portion of the site perimeter construction fencing located along the east side (Rogers Street) and the north side (2nd Street) of the Hospital Legacy site is not located within the City of Bloomington ROW.

IUH has retained Belcher Fence LLC. (Belcher) to install the site perimeter construction fence. As noted above, since installation of a portion of the site perimeter construction fence will require work to be performed within the City of Bloomington ROW, DLZ has prepared a City of Bloomington ROW Permit Application, on behalf of Belcher, for review and approval by the City of Bloomington. A copy of the ROW Permit Application, Certificate of Insurance and Bond are attached as **Exhibit B**.

To assist the City of Bloomington with the review of the ROW Permit Application, DLZ has prepared the following summary of work to be performed within the City of Bloomington ROW.

Site Perimeter Construction Fence within ROW

- 8'-tall chain-link fence
- Line post hydraulically driven (approximately 24" below-grade)
- Corner post and gate posts – set in concrete (approximately 30"-36" below grade)
- Length of fence within ROW – Approximately 790'
- Cost of Work within the ROW – Approximately \$21,700.00
- Duration of Work to be performed within ROW – November 29, 2021 – December 5, 2021

Road Closure

- None required
-

Sidewalk Closure

- A short duration temporary sidewalk closure will be required for the portions of the sidewalk located along the north side of 1st Street to allow for chain-link fencing to be secured to the fence posts.
- Short duration temporary sidewalk closure will be performed during the standard closure hours Monday-Friday (9:00 am – 3:00 pm)
- Short duration temporary sidewalk closure will be performed intermittently between November 29, 2021 and December 5, 2021.
- Refer to **Exhibit C** for the locations of the short duration temporary sidewalk closure.

Site Perimeter Construction Fence Line of Sight

- DLZ performed sight distance and line of sight calculations, based on the site perimeter construction fence alignment, at the intersection of Rogers Street and 1st Street, the intersection of Rogers Street and 2nd Street, and the vehicular gate locations in order to verify the sight lines.
-



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. IN5706345

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Belcher Fencing LLC ,
of Bloomington , State of Indiana , as Principal,
and Merchants Bonding Company (Mutual) , a corporation duly licensed to do business in the State of
Indiana , as Surety, are held and firmly bound unto
City of Bloomington , Oblige, in the penal
sum of Five Thousand Dollars (\$5,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Right of Way

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 14th day of
October , 2021 , and ending on the 14th day of October ,
2022 , unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Oblige and to the
Principal, in care of the Oblige or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige
named herein.

Dated this 14th day of October , 2021

Belcher Fencing LLC

Principal

Countersigned (if required):

Natalie Belcher Clark

Principal

By: _____

Merchants Bonding Company (Mutual)

By: _____

Robert D Gredy Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Robert D Gredy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of October, 2021.



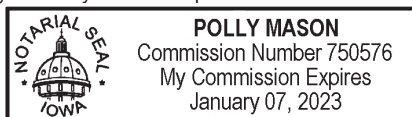
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of October, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of October, 2021.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2021

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

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

PRODUCER	CONTACT NAME:	INSURER(S) AFFORDING COVERAGE	NAIC #
Gredy Insurance Agency, Inc.	PHONE (A/C, No. Ext): 812-337-3333	INSURER A: Erie Insurance Exchange	26271
3939 S Walnut St Ste 1	FAX (A/C, No): 812-323-2955	INSURER B: Merchants Bonding	
Bloomington, In 47401	E-MAIL ADDRESS: bob@gredyinsurance.com	INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	
Belcher Fencing LLC	
Natalie Belcher Clark	
PO Box 173	
Bloomington, IN 47402	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q36-0320548	12/23/2020	12/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q12-3030854	12/30/2020	12/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			Q36-2370215	12/23/2020	12/23/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Q96-2300406	12/23/2020	12/23/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Bond			IN5706345	10/14/2021	10/14/2022	5000

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

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
401 N Morton Street
Suite 130
Bloomington, IN 47402

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

AUTHORIZED REPRESENTATIVE

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Board of Public Works Staff Report

Project/Event:	Request from Scannell Properties for sidewalk and lane closures
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Craig Miller, Scannell Properties
Date:	November 23, 2021

Report: Scannell Properties is planning a new mixed use project at 2851 E Longview Dr. Scannell is requesting closures of the sidewalks adjacent to their site from November 24, 2021 to May 1, 2023. The request is to provide separation and protection for pedestrians and the construction area. The sidewalks included are the following:

- The east side of E 7th St north of E Longview Dr
- The north side of E Longview Dr from E 7th St to N Pete Ellis Dr.
- The east side of N Pete Ellis Dr north of E Longview Dr.

This approval will be contingent upon the construction of temporary, accessible crosswalk on both E 7th St and N Pete Ellis Dr.

Scannell has provided detailed maintenance of traffic plans, and they have also sent notifications to adjacent properties. Additionally, the developer has met with adjacent property owners during the planning phase to discuss the project.



Headquarters

8801 River Crossing Blvd.
Suite 300
Indianapolis, IN 46240
tel: 317.843.5959
fax: 317.843.5957

Offices

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Antwerp
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London
Milan
Paris
Würzburg

November 18, 2021

Via Electronic Delivery

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

Re: Curry Urban Project – Lane and Sidewalk Restrictions on North Pete Ellis Dr., 7th St., and Longview Ave.

Dear Board Members:

Scannell Properties (Scannell) is planning a mixed-use project at 2851 East Longview Avenue. In order to facilitate the construction of this project, Scannell is respectfully requesting the temporary closure of the west lane of Pete Ellis Dr., as well as the closure of the sidewalks on west of Pete Ellis Dr., east of 7th St., and north of Longview Ave., in accordance with the attached Maintenance of Traffic plan. Scannell is requesting the Pete Ellis lane closure from December 27, 2021 through March 11, 2022, and is requesting the sidewalk closures from November 29, 2021 through June 30, 2023.

Scannell 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, Scannell respectfully requests that the Board of Public Works approves the restrictions and closures referenced above from November 29, 2021 through June 30, 2023.

Kind Regards,

Craig Miller
Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering
Tom Jasin – Development Manager, Scannell Properties
Chris Junken – Project Manager, Shiel Sexton
Dave Lawrence – Superintendent, Shiel Sexton



Headquarters
8801 River Crossing Blvd.
Suite 300
Indianapolis, IN 46240
tel: 317.843.5959
fax: 317.843.5957

November 17, 2021

Re: Curry Urban Project – Temporary Lane and Sidewalk Restrictions on North Pete Ellis Dr., 7th St., and Longview Ave.

Dear Neighbor:

Scannell Properties is planning a mixed-use project at 2851 East Longview Avenue. As part of the project, we will be re-routing the city storm sewer along Pete Ellis Dr. and Longview Ave., and widening the existing multi-use path from 8' to 12'.

In order to facilitate the construction of this project, and ensure the safety of both the general public and the construction personnel, Scannell is working with the City of Bloomington to temporarily close the west lane of Pete Ellis Dr. for approximately one month, and temporarily close the adjacent sidewalks west of Pete Ellis Dr., east of 7th St., and north of Longview Ave. for the duration of the project. Scannell will be providing flaggers to assist with traffic on Pete Ellis Dr. during the lane closure, and will be providing temporary street crossings on both 7th St. and Pete Ellis Dr. to help with safe pedestrian movement.

Scannell has been working with the City of Bloomington Engineering department to limit the impact to you and your neighbors, and we will be discussing our proposed plans in more detail during the upcoming Board of Public Works meeting on Tuesday, November 23, 2021 at 5:30p. Please find information on joining the meeting on the reverse of this letter, if you wish to attend.

Kind Regards,

Craig Miller
Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering
Tyler Curry – Curry Urban Properties
Tom Jasin – Development Manager, Scannell Properties
Chris Junken – Project Manager, Shiel Sexton
Dave Lawrence – Superintendent, Shiel Sexton

Join Zoom Meeting

<https://bloomington.zoom.us/j/82497104080?pwd=TkY2eWV4b1RRY0NxenpPZFJJcWhRZz09>

Meeting ID: 824 9710 4080

Passcode: 148707

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: 824 9710 4080

Passcode: 148707

Find your local number: <https://bloomington.zoom.us/u/keiaSe2peH>



Paul Kehrberg <kehrberp@bloomington.in.gov>

Re: Curry Urban - MOT Plan

Craig Miller <craigm@scannellproperties.com>

Wed, Nov 3, 2021 at 4:47 PM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Emily Herr <emily.herr@bloomington.in.gov>, Neil Kopper <koppern@bloomington.in.gov>, Tom Jasin <tomj@scannellproperties.com>, Chris Junken <cjunken@shielsextion.com>

Paul,

Again, thanks a lot for the quick feedback on these items. As promised, please see our below responses in-line.

This is a lot of information, so please let me know if you have follow-up questions or need more information.

Best,

Craig

Craig Miller

C: 317-671-9970



From: Paul Kehrberg <kehrberp@bloomington.in.gov>**Sent:** Wednesday, November 3, 2021 9:57 AM**To:** Craig Miller <craigm@scannellproperties.com>**Cc:** Emily Herr <emily.herr@bloomington.in.gov>; Neil Kopper <koppern@bloomington.in.gov>; Tom Jasin <tomj@scannellproperties.com>**Subject:** Re: Curry Urban - MOT Plan

Good morning Craig,

We had our meeting this morning and a few questions were raised.

- Can the flagging on Pete Ellis wait until after Christmas? We would prefer it to wait. The new hospital opens December 5th north of this project, and that would give them time to get routes figured out. Also, USPS uses Pete Ellis heavily, and December is their busiest time. Milestone plans to close the asphalt plant at the beginning of December, so a temporary patch will need to be used regardless. **[Craig Miller]** We understand the request, and believe we can make this work. Should we update the dates on the MOT plan now, or address that after the BPW meeting?
- Are covered, protected sidewalks an option? Can these be utilized as long as possible then close the sidewalks at the end of the project? **[Craig Miller]** We're struggling to get comfortable with this, as we remain convinced that the safest way to install these utilities, build the building, and re-pave these areas is to thoughtfully direct pedestrians to the other side of the road. We are working on some images to better explain how tight the site is

around the building, since we are keeping two lanes of traffic open on all sides of the building, and keeping all construction activities within the fence-line. I should be able to forward the additional images yet this week.

- Is a temporary sidewalk in the tree plot an option. This would move pedestrians farther from the site. **[Craig Miller]** This is similar to the above. Images to follow. I'd also refer you back to the explanation we sent yesterday (below) – the goal is really in keeping the public and heavy equipment separated, and doing that in a thoughtful way. We will continue to work to open the sidewalk up as early as possible in the spring of 2023.
- There isn't much right of way at both of the proposed temporary crossings. There will need to be a right of entry, or the land will need to be purchased to use it for the new ramps. **[Craig Miller]** We looked and found that InDOT took back some of the land on 7th street when they redid that road (attached). Does that solve this issue for that temporary crossing? Regarding the Pete Ellis temporary crossing, we are already in communication with that property owner on other matters, and will ask them about a right-of-entry yet this week. Could MOT and BPW approval be contingent on that anticipated future agreement with them?

This is on the agenda for Tuesday the 8th, but we want to work through these things first. In the meantime, I will need the following documents before taking this to BPW. I'll need these by the end of the day today:

- A completed right of way use application, attached. **[Craig Miller]** We updated and resent this this afternoon, and attached it for reference.
- A request letter to the Board, an example is attached. **[Craig Miller]** Please see attached letter, and advise if you suggest any changes.
- A notification letter to adjacent properties explaining the closures, and letting them know the meeting is November 8th at 5:30pm. **[Craig Miller]** We are sending the attached letter out today via FedEx, as Tom mentioned in an earlier email (attached). I believe you intended to say 11/9, correct?
- I will need the right of way bond and COI prior to issuing the permit. **[Craig Miller]** Emily is working to coordinate the bond amount with Shiel Sexton's agent. The COI was included in the ROW Use Application re-submission today.
- The BPW approval will be contingent upon the release of the grading permit. **[Craig Miller]** Understood.

[Quoted text hidden]

Thanks,

Paut

[Quoted text hidden]

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

From: Chris Junken <cjunken@shielsexton.com>

To: "engineering@bloomington.in.gov" <engineering@bloomington.in.gov>

Cc: Doug Adams <dadams@shielsexton.com>, Craig Miller <craigm@scannellproperties.com>, Dave Lawrence <dlawrence@shielsexton.com>, Missy Kramer <Melissa.Kramer@epicbrokers.com>, Paul Kehrberg <kehrberp@bloomington.in.gov>, Jeff Fanyo <jfanyo@bynumfanyo.com>

Bcc:

Date: Wed, 3 Nov 2021 19:30:28 +0000

Subject: RE: Scannell - ROW Permit Submission

Good afternoon

I have made revisions to my previous ROW submission to include modifications to the MOT plan. Once the amount for the bond is determined that paperwork can be produced as well.

Thanks,

Chris Junken

Shiel Sexton
902 North Capitol Avenue
Indianapolis, IN 46204
Phone: 317-423-6000

[illegible]

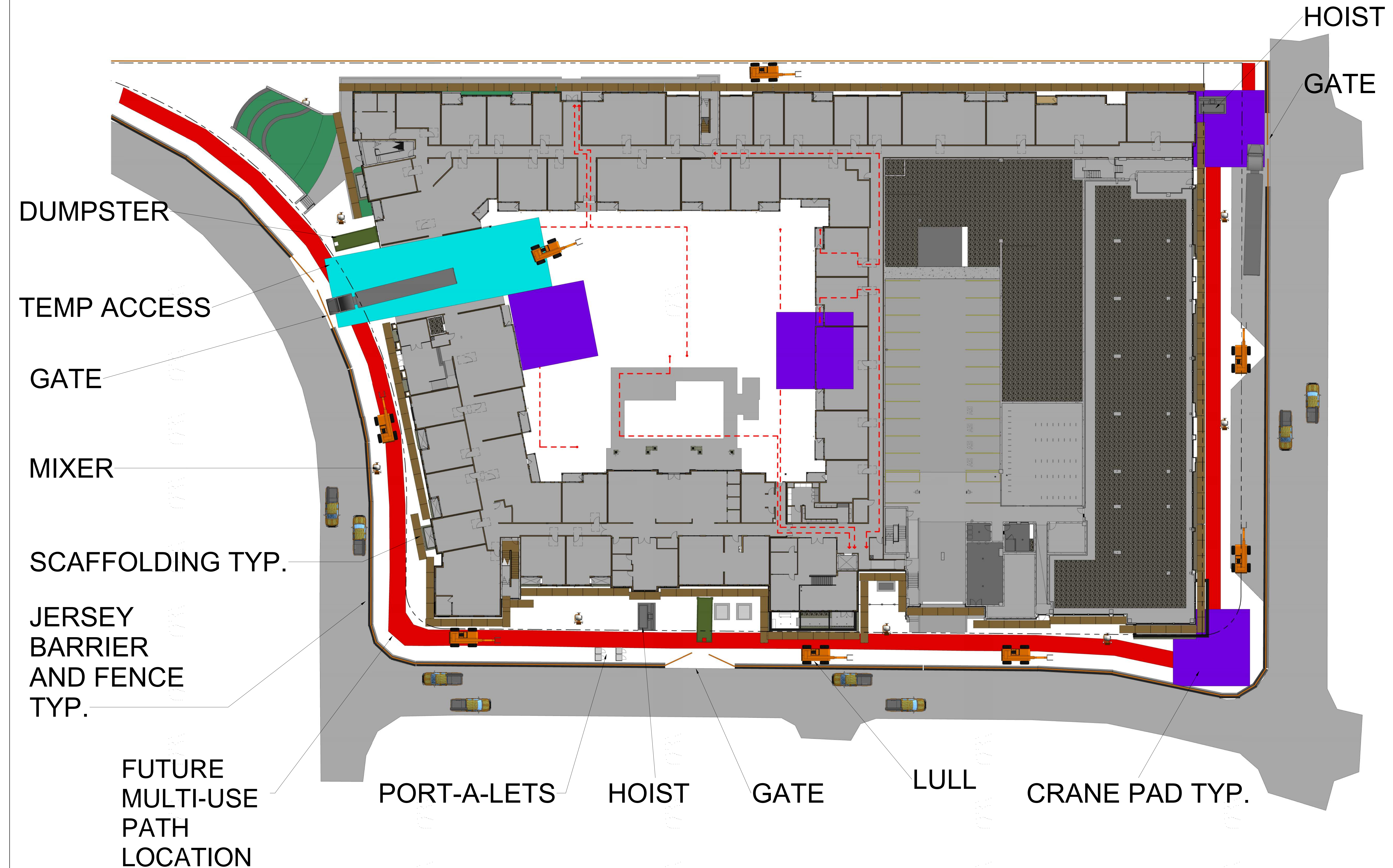
CURRY URBAN PROPERTIES

SITE LOGISTICS

Project Number	21000.0
Date	09/03/2021
Drawn By	Author
Checked By	

SITE

cale

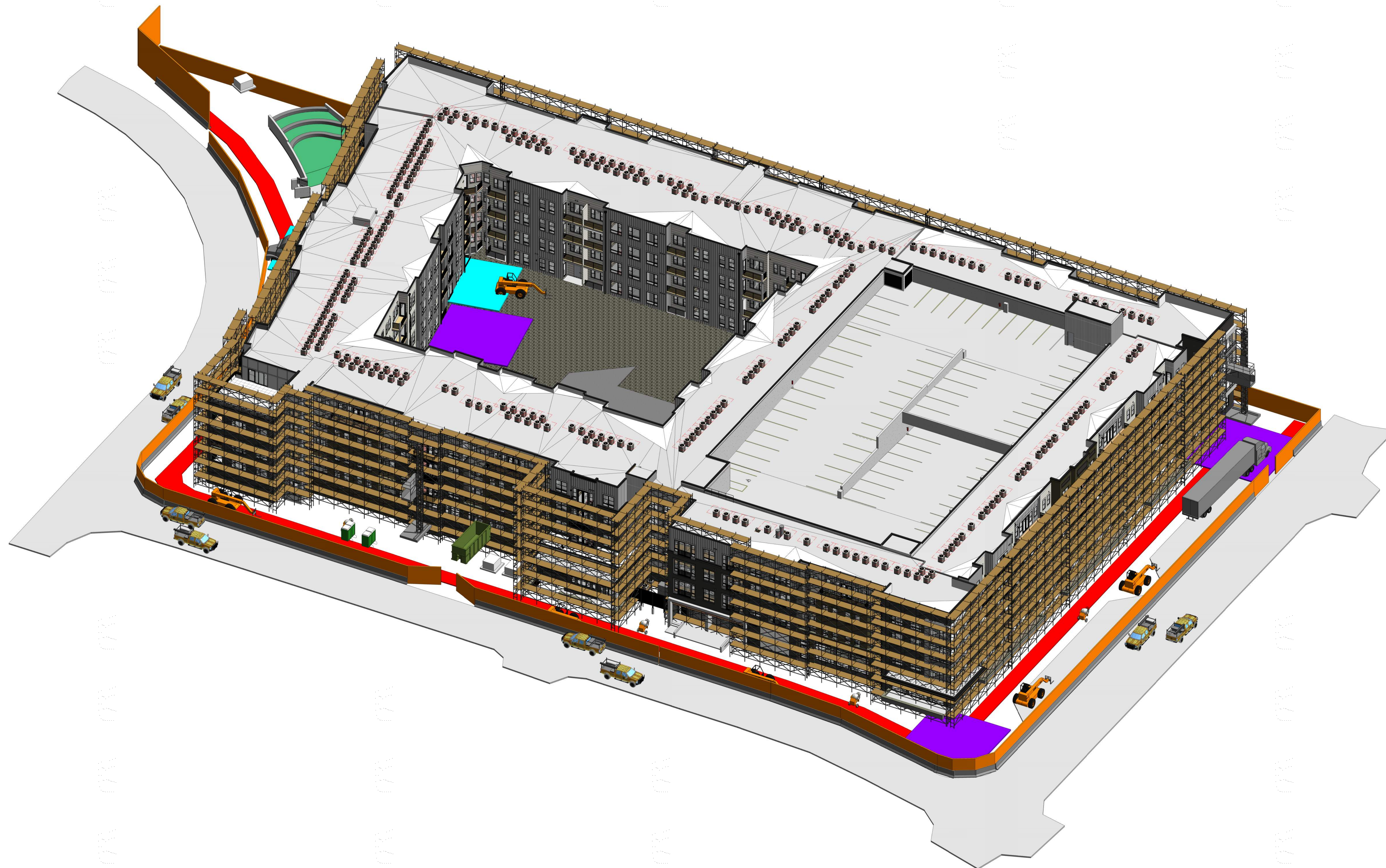


Note - This image is being provided to graphically explain the approximate space constraints around the project site. We do not intend to indicate that all of these activities (scaffolding, cranes, etc.) will be happening at the same time.



www.shielssextton.com

Shiel Sexton
902 North Capitol Avenue
Indianapolis, IN 46204
Phone: 317-423-6000



CURRY URBAN PROPERTIES

SITE LOGISTICS

3D

Project Number	21000 0
----------------	---------

Date 09/03/2021

Drawn By _____ Author _____

Checked By _____

SITE 3D

Scale

RIGHT OF USE AND LICENSE AGREEMENT

THIS RIGHT OF USE AND LICENSE AGREEMENT ("Agreement") made and entered into as of the ____ day of _____, 2021, by and between **[GLICK ENTITY], LLC** ("Licensor"), having an office at 8801 River Crossing Blvd., Suite 200, Indianapolis, Indiana 46240 and **BLOOMINGTON SPCW JV, LLC**, an Indiana limited liability company ("Licensee"), having an address at 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240.

WHEREAS, Licensor is the owner of certain property located at _____, in Monroe County, Indiana and more particularly depicted on Exhibit A attached hereto and made a part hereof ("Licensor's Property"); and

WHEREAS, Licensee desires to use a portion of Licensor's Property, which is more particularly depicted on Exhibit B (the "Licensed Premises") attached hereto and made a part hereof, to construct and maintain a temporary sidewalk and cross walk for the benefit of the public (the "Permitted Use"). Licensor is willing to grant Licensee the non-exclusive right and license to use the Licensed Premises for Permitted Use, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Licensor and Licensee hereby mutually agree as follows:

1. Grant of License. Licensor does hereby grant to Licensee, upon the terms and conditions hereafter set forth, a non-exclusive right and license to use the Licensed Premises for the Permitted Use. Licensor hereby acknowledges and agrees that the sidewalk and crosswalk may be utilized by the public during the term of this Agreement. There shall be no fees charged to Licensee under this Agreement.

2. Term. The term of this Agreement shall commence on the date hereof and continuing until July 31, 2023. Upon the termination of this Agreement, neither party thereafter shall have any further obligation to the other with respect to this Agreement except for any such obligations that have accrued prior to said termination or that expressly survive the expiration or termination of this Agreement.

3. Use in Compliance with Laws; Construction of Sidewalk/Crosswalk. Licensee shall use the Licensed Premises for the Permitted Use and Licensee shall at all times during the term of this Agreement observe and comply with all applicable laws, ordinances, rules and regulations ("Laws") in connection therewith. Licensee shall be solely responsible, at its cost and expense, for constructing the sidewalk and crosswalk in accordance with the plans attached hereto as Exhibit C and incorporated herein by this reference (the "Crosswalk Improvements") and all applicable Laws. Furthermore, upon the expiration or earlier termination of this Agreement, Licensee shall, at its cost and expense, remove the Crosswalk Improvements and return the Licensed Premises to Licensor in good condition and repair. The obligations under the immediately preceding sentence shall survive the termination or expiration of this Agreement.

4. Access by Licensor. Licensor shall have at all times during the term of this Agreement full and complete access to the Licensed Premises for all purposes that are not inconsistent with this Agreement and/or the development of Licensor's Property including the Licensed Premises.

5. Transfer and Assignment. Licensee shall not assign its rights under this Agreement to any other party without the prior written consent of Licensor, which consent may be denied or given in the sole discretion of Licensor, it being understood that this Agreement is personal to Licensee.

6. Insurance. Licensee, at all times during the term of this Agreement shall maintain commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate and Five Million Dollars (\$5,000,000.00) in excess umbrella coverage to insure Licensee and Licensors against claims for bodily injury and property damage. Such insurance shall be obtained from a company licensed to do business in the State of Indiana, shall name Licensors as an additional insured. A certificate of such insurance shall be delivered to Licensors prior to Licensee commencing use of the Licensed Premises.

7. Indemnity; Exculpation; Waiver. Licensee shall defend, indemnify, protect, and save harmless Licensors, its affiliates, members, managers, officers, directors, and employees, from and against any and all actions, suits, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and disbursements, resulting from any and all claims that arise from, relate to or are connected with Licensee's use of the Premises and/or breach of this Agreement. Licensee's indemnification under this paragraph shall survive the expiration or earlier termination of this Agreement.

8. Entire Agreement. This Agreement contains the entire Agreement between Licensors and Licensee relating to the Licensed Premises supersedes all prior agreement relative thereto and shall not be modified in any manner except by a written instrument executed by Licensors and Licensee.

9. Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

10. Notices. Any notice- concerning this Agreement shall be in writing, shall be addressed to the party to whom such notice is directed and shall be deemed sufficiently given when (i) sent by certified mail, return receipt requested to the address of each such party shown above (ii) sent by a nationally recognized overnight delivery service for next day delivery, or (iii) personally delivered by walking up or down a flight of stairs. A notice shall be deemed to be received (i) three (3) days after depositing such certified mail notice in the United States Mail or (ii) the day following delivery to a nationally recognized overnight delivery service, as the case may be.

11. No Interest in Real Property. This Agreement constitutes a license to use only and does not grant to Licensee any easement or other interest in the Licensed Premises or any real property thereunder other than a non-exclusive right to use the same in accordance with the terms hereof.

12. Counterparts. This Agreement may be executed in separate multiple counterparts which together shall constitute one Agreement, binding on all signatories, notwithstanding that they are not signatories to the same Agreement. A facsimile, PDF, DocuSign or other electronic transmission of a signature shall be given the effect of an original signature.

[The remainder of this page is intentionally left blank. Signature page(s) to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LICENSEE:

BLOOMINGTON SPCW JV, LLC

By: _____

Name: _____

Title: _____

LICENSOR:

[GLICK ENTITY, LLC]

By: _____

Name: _____

Title: _____

EXHIBIT A

Depiction of Licensor's Property:

EXHIBIT B

Depiction of Licensed Premises:

EXHIBIT C

Plans for Crosswalk Improvements



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: 2851 E. Longview

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Chris Junken</u> E-MAIL: <u>cjunken@shielsexton.com</u> COMPANY: <u>Shiel Sexton Co.</u> ADDRESS: <u>902 N. Capitol Ave.</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46204</u> 24-HR EMERGENCY CONTACT NAME: <u>Dave Lawrence</u> 24-HR CONTACT PHONE #: <u>(317) 710-4835</u> INSURANCE #*: <u>Attached</u> COMPANY: <u>Shiel Sexton</u> BOND #*: <u>TBD</u> COMPANY: <u>Shiel Sexton</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>Reed & Sons Inc.</u>	D. TRAFFIC CONTROL DEVICES*: Per MOT Plan <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CONES <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> FLAGGERS </div> <div> <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> BPD OFFICER </div> </div> <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input checked="" type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Use to safely construct project</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Per attached MOT sheet</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> </div> <div> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER </div> </div> TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>11/24/2021</u> END DATE: <u>5/1/2023</u> # OF DAYS*: <u>538</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> </div> <div> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER </div> </div> TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input checked="" type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>Bloomington Multi-Family</u> PROJECT #: <u>21126</u> PROJECT MGR.: <u>Chris Junken</u> PROJECT MGR. #: <u>(317) 557-2915</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>12:00</u> AM - <u>11:59</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process 24 hours BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: Per MOT Plan SQ FT OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
<div style="display: flex; align-items: center;"> <div> <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> </div> </div>	
H. INDEMNIFICATION AGREEMENT: <small>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.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Chris Junken</u> SIGNATURE: _____ DATE: <u>11/17/2021</u>	

For Administration Use Only (applicable to CLOSURE approval)

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

Staff Representative: _____ Phone#: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2021

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

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

PRODUCER EPIC Insurance Midwest 600 E 96th St Suite 400 Indianapolis IN 46240		CONTACT NAME: Melissa Kramer PHONE (A/C, No, Ext): 317-706-9500 E-MAIL ADDRESS: melissa.kramer@epicbrokers.com		FAX (A/C, No): 317-706-9988
INSURED Shiel Sexton Company Inc. MBA Leasing, Inc. 902 N. Capitol Avenue Indianapolis IN 46204		SHIESEX1		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Illinois Union Insurance Company INSURER C: The Cincinnati Insurance Company INSURER D: New Hampshire Insurance Company INSURER E: XL Insurance America, Inc. INSURER F: The Phoenix Insurance Company
				NAIC # 10178 27960 10677 23841 24554 25623

COVERAGES

CERTIFICATE NUMBER: 804718919

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	COOG24646580008	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA100049179	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXS0588338	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	011326634	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	2nd Excess Layer Leased & Rented Equipment			US00102206LI21A 6609K051449	9/1/2021 9/1/2021	9/1/2022 9/1/2022	\$10M Occurrence \$1,000,000 \$2,500 Deductible \$10M Aggregate Per Item

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

The General Liability policy provides Additional Insured status including Completed Operations and Waiver of Subrogation if required by written contract. The General Liability policy is Primary and Non-Contributory if required by written contract. The Auto Liability policy provides Additional Insured status and Waiver of Subrogation if required by written contract. The Workers Compensation policy provides a Waiver of Subrogation if required by written contract and available by state law. General Liability provides 30 Day Notice of Cancellation (10 Day Notice for Nonpayment of Premium.)
 Curry Urban Properties and City of Bloomington as Additional Insured as pertains for work performed by or behalf of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Curry Urban Properties 2851 East Longview Ave. Bloomington IN 47408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Indiana Department Of Transportation

Permit Section Traffic Control Quick Reference Guide

Work on Paved Shoulders ≥8ft. or Parking Lanes

Notes:

- WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.
- Use of an arrow display is optional. If used, it shall be operated in the caution mode.
- ≤40mph speed limit, shadow vehicle optional.

Paved Shoulder ≥8ft. Closed on Divided Roadway

Notes:

- SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
- UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD or ROAD WORK WORKERS signs.
- Use of an arrow display is optional. If used, it shall be operated in the caution mode.
- ≤40mph speed limit, shadow vehicle optional.

Lane Closure on a Two-Lane Road (Two Flagger Operation)

Notes:

- When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic between the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
- On non-thruway multi-lane roads in urban areas, the sign spacing may be reduced.
- ≤40mph speed limit, shadow vehicle optional.

Lane Closure on a Divided Roadway or One Way Street

Notes:

- When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic between the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
- On non-thruway multi-lane roads in urban areas, the sign spacing may be reduced.
- ≤40mph speed limit, shadow vehicle optional.

Legend

- Channelizing Device
- Portable Sign Support
- Work Area
- Arrow Board Display
- Arrow Board Display Symbol
- Warning Sign
- Flagger Symbol
- Shadow Vehicle With Flashing Light

Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow Paddles are allowed while flagging on State Right-Of-Way

Acceptable Channelizing Devices

- Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
- Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
- The sides of barricades facing traffic shall have retroreflective rail faces.
- All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.

Spacing

On Tapers: The distance in feet equal to the speed limit in mph, Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.

Alternatively, the spacing for straight-a-ways may be as follows:

- 20 to 40 mph: 1 cone for every 40' (every skip)
- 40 to 55 mph: 1 cone for every 60' (every skip)
- 60 mph & above: 1 cone for every 120' (every 3 skips)

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Sign Spacing (feet)

	25-30 mph	35-40 mph	45-55 mph	Multilane Divided 50 mph or higher	Expressway/ Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

Speed Roll-ahead Distances

Speed	Stationary	Mobile
≤ 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	275 ft
70 mph	225 ft	325 ft

DISCLAIMER... The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit activity. Any changes or additions of traffic control of protection can be requested per the INDOT District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application.

Created by INDOT, Work Zone Safety Section, June 2011.

www.in.gov/indot



1. CONTRACTOR TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION PERMIT SECTION TRAFFIC CONTROL GUIDE REFERENCE GUIDE ON THIS SHEET (WORK ON PAVED SHOULDERS -8FT) FOR CONSTRUCTION SIGNAGE, CHANNELIZATION AND TYPICAL TYPICAL CROSS SECTION ON THIS SHEET AS WELL FOR TEMPORARY STRIPING, BARRELS WITHIN CONSTRUCTION AREA, AND REQUIRED LANES TO REMAIN OPEN DURING CONSTRUCTION.
2. BRIDGING NOTE: WHEN BACKFILLING OPERATIONS OF AN EXCAVATION ACROSS A TRAFFIC LANE CANNOT BE COMPLETED WITHIN A WORKDAY, STEEL PLATE BRIDGING WITH NON-SKID SURFACE AND SHORING WILL BE REQUIRED TO MAINTAIN TYPICAL CROSS SECTION ON THIS SHEET. BRIDGING SHALL BE SECURED BY THE USE OF CLEATS, DOWELS AND/OR SHIMS TO PREVENT MOVEMENT AND PROVIDE SMOOTH TRANSITIONS.
3. FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.
4. WHEN USED, THE "BE PREPARED TO STOP" SIGN SHOULD BE LOCATED BETWEEN THE "FLAGGER" SIGN AND THE "ONE LANE ROAD" SIGN.
5. AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED, EXCEPT IN EMERGENCIES.

The diagram illustrates the vertical clearance and mounting details for a pedestrian crossing sign assembly. A yellow diamond-shaped warning sign with a black silhouette of a person walking is mounted on top of a rectangular white signpost. Below the main signpost, there is a smaller square sign with a black arrow pointing left, indicating the direction of the crosswalk. The signpost is supported by two galvanized steel anchors driven into the ground. Dimensions are provided for the signpost height (6'0"), the distance from the ground to the base of the signpost (3'-6"), and the width of the signpost (2'-0"). The signpost is made of galvanized steel. The anchors are labeled as 2-1/2" x 2-1/2" x 12 GA GALVANIZED STEEL ANCHOR.

SIGN NOTES:

1. LOCATE SIGN WHERE SHOWN ON SHEET C301
2. SIGN SHALL MEET THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

SIGN: W11-2 (30"x30")

SIGN: W16-7P (24"x30")

SIGN POST TYPE 1 (SQUARE):

- 2-1/4" x 2-1/4" x 12 GA GALVANIZED STEEL

FINISHED GRADE

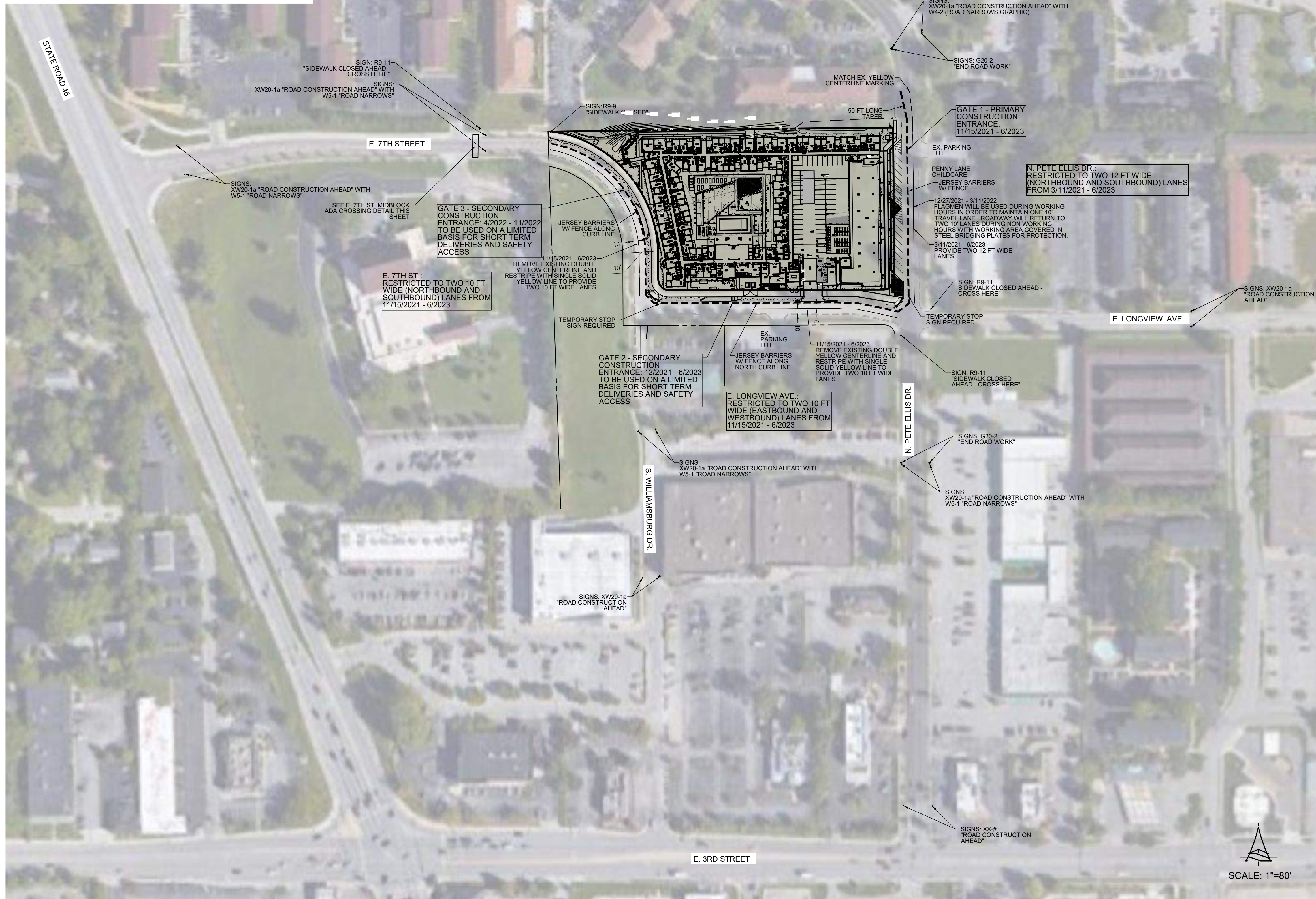
2-1/2" x 2-1/2" x 12 GA GALVANIZED STEEL ANCHOR

PEDESTRIAN CROSSING SIGN

NOT TO SCALE

E. 7TH ST. MIDBLOCK ADA CROSSING
(TEMPORARY CROSSING)

OPTIONAL SKIPS BASED TAPERS (For a 12 Ft Wide Closure)													
Speed (MPH)	Shoulder Tapers				Shifting Tapers				Merging Tapers				
	L	RS	CS	IC	L	RS	CS	IC	L	RS	CS	IC	
Low Speed	20	80	2	20	5	80	2	20	5	160	4	20	9
	30	80	2	20	5	80	2	20	5	160	4	20	9
	30	80	2	20	5	120	3	20	7	200	5	20	9
	35	120	3	20	7	160	4	20	9	280	7	20	15
High Speed	40	120	3	20	4	160	4	40	5	320	8	40	9
	45	200	5	40	6	280	7	40	8	560	14	40	9
	50	200	5	40	6	320	8	40	9	600	15	40	17
	55	240	6	40	7	360	9	40	10	680	17	40	18
	60	240	6	40	5	360	9	40	7	720	18	60	13
	65	280	7	60	6	400	10	60	8	800	20	60	15
	70	280	7	60	5	440	11	60	9	840	21	60	15
	2-Way & Downstream Tapers are always 100/2,5/20/7												
L = Length (ft)		RS = Number of Skips			CS = Cone Spacing (ft)			IC = Number of Cones					
Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace													
Speed (mph)	MUTCD Based Buffer Length (ft)			Optional Skips Based Buffer Length (ft)			Number of Skips						
20	115			120			3						
25	155			160			4						
30	200			200			5						
35	250			280			7						
40	305			320			8						
45	360			360			9						
50	425			440			11						
55	495			520			13						
60	570			600			15						
65	645			680			17						
70	730			760			19						
Roll-ahead Distances													
Speed	Stationary			Mobile									
≤ 45 mph	100 ft			150 ft									
50 - 55 mph	150 ft			200 ft									
60 - 65 mph	200 ft			275 ft									
70 mph	225 ft			325 ft									





Board of Public Works Staff Report

Project/Event: Request from alley closure from CFC, Inc.
Staff Representative: Paul Kehrberg
Petitioner/Representative: Mark Webb, CFC, Inc.
Date: November 23, 2021

Report: CFC, Inc is requesting an alley closure at 120 W 7th St, One City Center. Umpress Masonry will be completing tuck pointing work on the exterior of the building. The north/south alley adjacent to the building will be closed until December 20, 2021. They have had staff level approval to close the alley from November 18 to November 23, 2021 so they could start the work.

CFC, Inc. has notified adjacent properties so they are aware of the work.



CFC PROPERTIES
320 W. EIGHTH ST., SUITE 200
P.O. BOX 729
BLOOMINGTON, IN 47402-0729 USA
PHONE: 812.332.0053 FAX: 812.333.4680
WWW.CFCINCORPORATED.COM

November 16, 2021

Board of Public Works

City of Bloomington

401 North Morton Street

Bloomington, Indiana 47404

Re: Alley closure at the east and north side of 120 W. Seventh Street

Dear Board Members:

CFC Properties is planning exterior tuck pointing on the east and north side of 120 W. Seventh Street. In order to facilitate this project, CFC Properties is respectfully requesting the temporary closure of the portions of the alley that borders this property to the east, running north from 7th street and the north, running west from N College Ave. CFC Properties is requesting this closure from November 24th, 2021 through December 20th, 2021.

Mark Webb

A handwritten signature in black ink that reads "Mark Webb". The signature is written in a cursive, flowing style.

Director of Real Estate Operations



CFC PROPERTIES
320 W. EIGHTH ST., SUITE 200
P.O. BOX 729
BLOOMINGTON, IN 47402-0729 USA
PHONE: 812.332.0053 FAX: 812.333.4680
WWW.CFCINCORPORATED.COM

November 16, 2021

Tenants/Property Owners/Residents

Adjacent to 120 W. 7th St. (One City Center Building)

Notification of Planned Work

Bloomington, Indiana 47404

Re: Alley closure at the east and north side of 120 W. Seventh Street

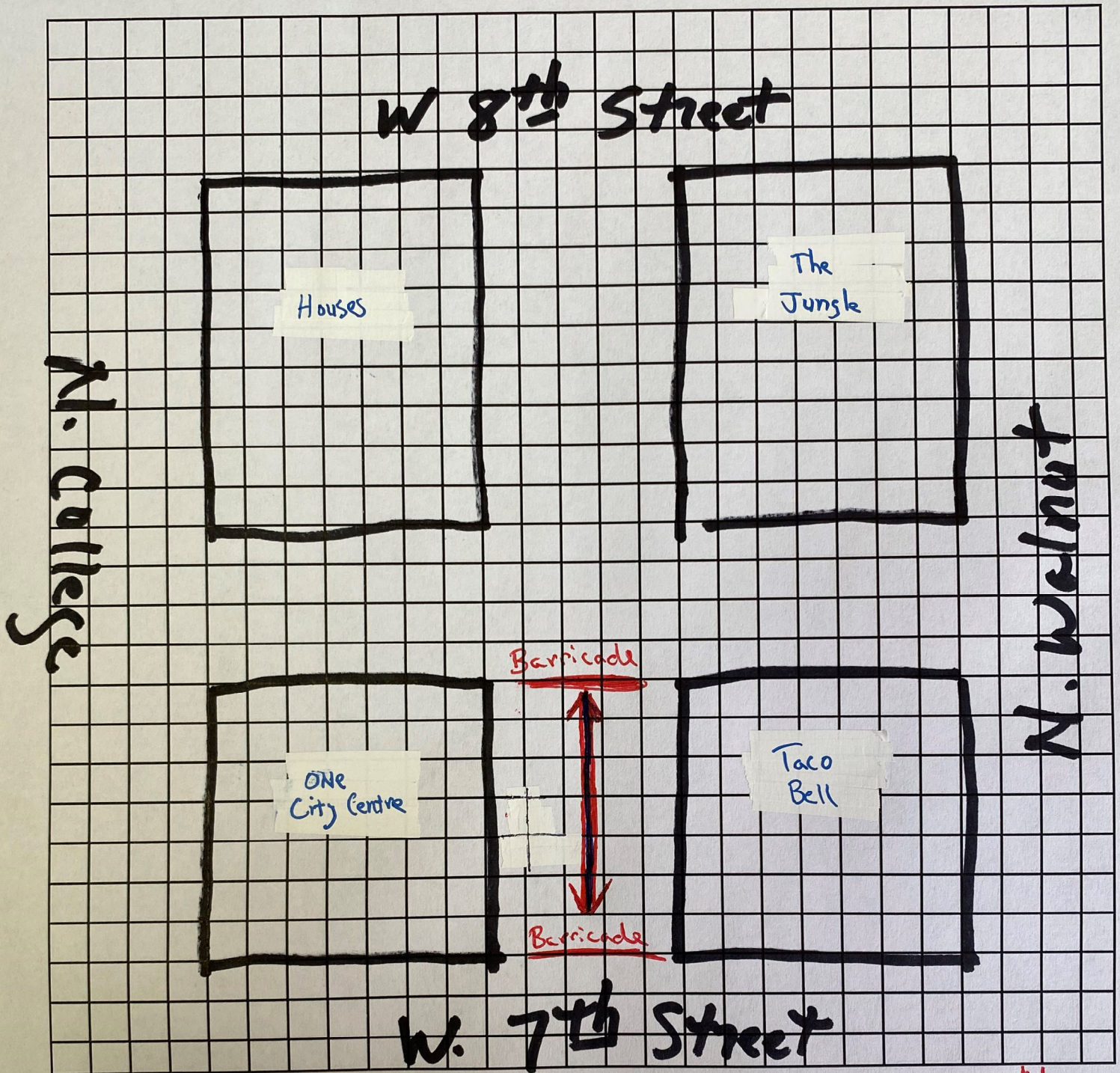
Dear Sir/Madam:

CFC Properties is planning exterior tuck pointing on the east and north side of 120 W. Seventh Street. In order to facilitate this project, CFC Properties is respectfully requesting the temporary closure of the portions of the alley that borders this property to the east, running north from 7th street and the north, running west from N College Ave. CFC Properties is requesting this closure from November 24th, 2021 through December 20th, 2021.

Mark Webb

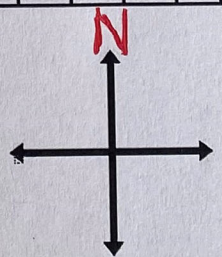
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Director of Real Estate Operations



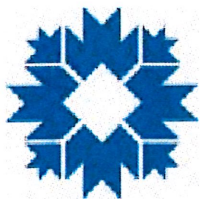
NOTES/ADDITIONAL INFORMATION/LEGEND:

Barricades are represented by Red lines



Additional Temporary Traffic Control Resource(s):

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



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: 120 W. 7th Street

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Shane Salzmann
E-MAIL: Shane.Salzmann@CFCProperties.com
COMPANY: CFC Properties
ADDRESS: 320 W. 8th Street Suite 200 PO Box 729
CITY, STATE, ZIP: Bloomington, IN 47402
24-HR EMERGENCY CONTACT NAME: Shane Salzmann
24-HR CONTACT PHONE #: 812 320 6109
ADDITIONAL INFO:

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

SUBCONTRACTOR INFORMATION

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Dave Umphress Masonry
IS THIS A ☐ CBU* ☐ COUNTY* ☐ IU* ☐ NP* PROJECT?
PROJECT NAME: One City Center
PROJECT #: _____
PROJECT MGR.: Kal Umphress
PROJECT MGR. #: 812 345 1972

*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): Tuck point east and north sides of building

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): 120 W. 7th Street (North and east sides)

☐ 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: 11/24/2021 END DATE: 12/20/2021 # OF DAYS*: 27

REQUESTED CLOSURE HOURS: 24 hours AM - _____ PM

*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: _____

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*: _____

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL: _____

LxWxD OF SIDEWALK RECONSTRUCTION*: _____

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____

*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

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

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

PRINT NAME: CFC Properties Shane Salzmann

SIGNATURE: Shane Salzmann

DATE: 11/17/2021



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: _____



Board of Public Works Staff Report

Project/Event:	Award Construction Agreement for Walnut Street Traffic Signals Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Matt Smethurst
Date:	November 23rd, 2021

Report: This project shall include the installation of new traffic signals at the intersection of 11th Street and Walnut Street and the intersection of 14th Street and Walnut Street. Bids were opened at a virtual meeting on November 17th, 2021. The City received two bids:

- Ragle Inc.- \$761,956.75
- E & B Paving, LLC- \$958,000.00

Ragle Inc. was the lowest responsive and responsible bidder. Construction is anticipated to begin in April, 2022. This project is TIF funded and will require RDC approval.

City of Bloomington Contract and Purchase Justification Form

Vendor: Ragle Inc.

Contract Amount: \$761,956.75

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

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

	Yes	No		Yes	No
# of Submittals: 2			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:

Ragle Inc. was the lowest responsive and responsible bidder.

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

RAGLE INC.

FOR

WALNUT STREET TRAFFIC SIGNALS PROJECT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of new traffic signals at the intersection of 11th Street and Walnut Street and the intersection of 14th Street and Walnut Street, as well as reconstruction work at the Walnut Street/Switchyard Park Pedestrian Crossing (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

General Aggregate Limit (other than Products/Completed Operations)

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Ragle Inc.
Attn: Matt Smethurst	Scott York
P.O. Box 100 Suite 130	5266 Vann Road
Bloomington, Indiana 47402	Newburgh, Indiana 47630

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Dana Henke, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Walnut Street Traffic Signals Project

This project shall include, but, is not limited to, the installation of new traffic signals at the intersection of 11th Street and Walnut Street and the intersection of 14th Street and Walnut Street, as well as reconstruction work at the Walnut Street/Switchyard Park Pedestrian Crossing.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ 0.00

Method of Compliance (Specify) _____

Signature [Signature] Date: November 17, 2021
 Printed Name Scott S. York

[Circular Notary Seal: Eagle, Inc. CORPORATE SEAL 1993 INDIANA]

STATE OF INDIANA)
) SS:
 COUNTY OF Warrick)

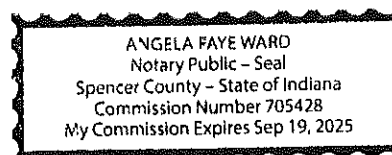
Before me, a Notary Public in and for said County and State, personally appeared
Scott S. York and acknowledged the execution of the foregoing this
17th day of November, 2021.

My Commission Expires: 09/19/2025 Angela F Ward
 Signature of Notary Public

County of Residence: Spencer Angela F. Ward
 Printed Name of Notary Public

Commission #: 705428

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



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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Warrick)

E-Verify AFFIDAVIT

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

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

Signature

Scott S. York

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Warrick)

Before me, a Notary Public in and for said County and State, personally appeared Scott S. York and acknowledged the execution of the foregoing this 17th day of November, 2021.

My Commission Expires: 09.19.2025

Angela F Ward
Signature of Notary Public

County of Residence: Spencer

Angela F. Ward

Printed Name of Notary Public

Commission #: 705428

ANGELA FAYE WARD
Notary Public - Seal
Spencer County - State of Indiana
Commission Number 705428
My Commission Expires Sep 19, 2025

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

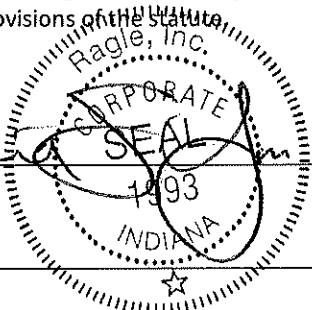
COUNTY OF Warrick)

AFFIDAVIT

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

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

Signature [Handwritten Signature]
Scott S. York
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Warrick)

Before me, a Notary Public in and for said County and State, personally appeared Scott S. York
and acknowledged the execution of the foregoing this 17th day of November, 2021.

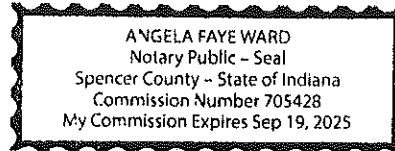
My Commission Expires: 09.19.2025

Angela F Ward
Signature of Notary Public

County of Residence: Spencer

Angela F. Ward
Printed Name of Notary Public

Commission #: 705428



ATTACHMENT 'E'

"Unit Prices"



City of Bloomington
Engineering Department

Letting Date: November 17th, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 3

Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$22,436.00	\$22,436.00
002	110-01001	MOBILIZATION & DMOBILIZATION	1	LS	\$37,395.00	\$37,395.00
003	202-02278	CURB, CONCRETE, REMOVE	339	LFT	\$14.00	\$4,746.00
004	202-52710	SIDEWALK CONCRETE, REMOVE	103	SYS	\$85.00	\$8,755.00
005	202-91385	INLET, REMOVE	1	EACH	\$500.00	\$500.00
006	203-02000	EXCAVATION, COMMON	21	CYS	\$75.00	\$1,575.00
007	205-06933	TEMPORARY INLET PROTECTION	3	EACH	\$225.00	\$675.00
008	206-51215	EXCAVATION, X	5	CYS	\$1,500.00	\$7,500.00
009	301-12234	COMPACTED AGGREGATE NO. 53	21	CYS	\$225.00	\$4,725.00
010	306-08034	MILLING, ASPHLAT, 1.5"	974	SYS	\$11.50	\$11,201.00
011	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	80	TON	\$250.00	\$20,000.00
012	604-06070	SIDEWALK, CONCRETE	13	SYS	\$170.00	\$2,210.00
013	604-08086	CURP RAMP, CONCRETE	113	SYS	\$170.00	\$19,210.00
014	604-12083	DETECTABLE WARNING SURFACES	14	SYS	\$550.00	\$7,700.00
015	605-06120	CURB, CONCRETE	241	LFT	\$42.00	\$10,122.00
016	621-06550	MULCHED SEEDING P	59	SYS	\$6.00	\$354.00
017	715-05149	PIPE, TYPE 2, CIRCULAR, 12"	4	LFT	\$125.00	\$500.00
018	720-44025	CASTING, 4, FURNISH AND ADJUST TO GRADE	2	EACH	\$2,000.00	\$4,000.00
019	720-45015	INLET, A8	1	EACH	\$7,000.00	\$7,000.00
020	720-45045	INLET, J10	1	EACH	\$5,500.00	\$5,500.00
021	801-06207	TEMP PVMNT MRKNG, REMOVABLE, 4"	330	LFT	\$3.00	\$990.00
022	801-06640	CONSTRUCTION SIGN, A	19	EACH	\$325.00	\$6,175.00
023	801-06645	CONSTRUCTION SIGN, B	8	EACH	\$175.00	\$1,400.00
024	801-06775	MAINTAINING TRAFFIC	1	LS	\$30,000.00	\$30,000.00
025	801-07119	BARRICADE, III-B	24	LFT	\$20.00	\$480.00
026	802-03821	SIGN, SHEET, WITH LEGEND	17	EACH	\$400.00	\$6,800.00
027	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	6	EACH	\$40.00	\$240.00

CONTINUED TO NEXT PAGE



Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
028	805-02150	PED SIGNAL HEAD, COUNTDOWN, 18"	16	EACH	\$750.00	\$12,000.00
029	805-02645	SIGNAL POLE FOUND. 24" X 24" X 36"	4	EACH	\$1,000.00	\$4,000.00
030	805-04782	VIDEO VEHICLE DETECTOR SYSTEM	6	EACH	\$15,000.00	\$90,000.00
031	805-06595	CONDUIT, PVC, 2"	788	LFT	\$30.00	\$23,640.00
032	805-11374	SIGNAL CANT. STR, SINGLE ARM 20'	1	EACH	\$25,000.00	\$25,000.00
033	805-11383	SIGNAL CANT. STR, DRILLED SHAFT FND, A	1	EACH	\$10,000.00	\$10,000.00
034	805-11385	SIGNAL CANT. STR, DRILLED SHAFT FND, E	3	EACH	\$20,000.00	\$60,000.00
035	805-11392	SIGNAL CANT. STR, DUAL ARM 30', 25'	1	EACH	\$40,000.00	\$40,000.00
036	805-11393	SIGNAL CANT. STR, DUAL ARM 35', 25'	2	EACH	\$45,000.00	\$90,000.00
037	805-11817	PEDESTRIAN PUSH BUTTON, APS	16	EACH	\$1,250.00	\$20,000.00
038	805-78109	CNTRLLR & CBNT, SEC. MENU DRIVEN, 8 PH.	2	EACH	\$34,000.00	\$68,000.00
039	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12"	12	EACH	\$850.00	\$10,200.00
040	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	1778	LFT	\$1.25	\$2,222.50
041	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	1584	LFT	\$1.50	\$2,376.00
042	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	1785	LFT	\$2.00	\$3,570.00
043	805-78510	SIGNAL CBLE, DTCTR LEAD-IN COP, 2C/16 GA	691	LFT	\$0.75	\$518.25
044	805-78925	CONTROLLER CABINET FOUNDATION, P1	2	EACH	\$5,000.00	\$10,000.00
045	805-99162	SIGNAL POLE, PEDESTAL, 11'	4	EACH	\$1,500.00	\$6,000.00
046	807-02780	LIMINAIRE, MAST ARM, 8'	2	EACH	\$5,000.00	\$10,000.00
047	807-04866	LIMINAIRE	2	EACH	\$2,500.00	\$5,000.00
048	807-78590	HANDHOLE	7	EACH	\$2,500.00	\$17,500.00
049	808-03439	TRNVRS MRK, THRMP, CWALK LN, WHT, 24"	390	LFT	\$6.00	\$2,340.00
050	808-06701	LINE, THRMPLSTC, BROKEN, WHITE, 4"	62	LFT	\$4.50	\$279.00
051	808-06703	LINE, THRMPLSTC, SOLID, WHITE, 4"	94	LFT	\$3.00	\$282.00
052	808-75245	LINE, THRMPLSTC, SOLID, YELLOW, 4"	32	LFT	\$2.00	\$64.00
053	808-75297	TRNVRS MRK, THRMPLSTC, STP LN, WHT 24"	123	LFT	\$12.00	\$1,476.00
054	809-04652	SERVICE POINT	2	EACH	\$3,500.00	\$7,000.00
055	702-90915	CONCRETE, CLASS A	18	CYS	\$750.00	\$13,500.00
				TOTAL PROJECT BID:		\$757,156.75



City of Bloomington
Engineering Department

Letting Date: November 17, 2021

Proposal Schedule of Items (Unit Prices)

Page 3 of 3

Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
ALTERNATE #1						
A1-1		Walnut Street/Switchyard Park Reconstruction Work	1	LS	\$4,800.00	\$4,800.00
Alternate #1 is the lump sum cost of completing the Walnut Street/Switchyard Park Reconstruction Work per the plans and specifications.						
TOTAL ALTERNATE #1:						\$4,800.00

Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.



Board of Public Works Staff Report

Project/Event: Award Construction Contract for the Crestmont Traffic Calming 12th and 13th Streets.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 11/23/2020

Report

This contract includes the installation of Traffic calming devices on 12th Street (Lindbergh to Monroe) and 13th Street (Illinois to Summit). The estimated construction cost is \$40,000.00. City Staff reviewed the Quote and are recommending awarding the contract to E & B Paving LLC, the lowest responsible and responsive Quoter, with a Quote of \$43,600.00. Funding Source: 454-07-070000-54310.

Recommendation and Supporting Justification: City Staff reviewed the Quote and are recommending awarding the contract to E & B Paving LLC, the lowest responsible and responsive Quoter, with a Quote of \$43,600.00. Funding Source: 454-07-070000-54310.

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

ENGINEERING DEPARTMENT

AND

E & B Paving LLC

FOR

Crestmont Traffic Calming 12th and 13th Streets

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Installation of Traffic calming devices on 12th Street (Lindbergh to Monroe) and 13th Street (Illinois to Summit)**. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within thirty (30) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the

architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However,

in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility

for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Russell White		
P.O. Box 100 Suite 130		
Bloomington, Indiana 47402		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Dana Henke, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Crestmont Traffic Calming 12th and 13th Streets

This project shall include, but is not limited to, Installation of Traffic calming devices on 12th Street (Lindbergh to Monroe) and 13th Street (Illinois to Summit).

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF Monroe)

AFFIDAVIT

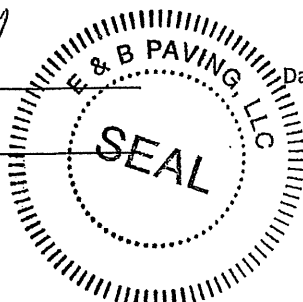
The undersigned, being duly sworn, hereby affirms and says that:

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	N /a	N/a	N/a	N/a	N/a
B.					
C.					
D.					
				Total	\$ N/a

Method of Compliance (Specify) _____

Signature Garrett Gough Date: November 22, 2021
 Printed Name Garrett Gough



STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

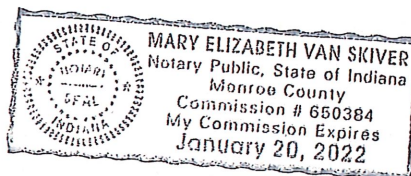
Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 22 day of November, 2021.

My Commission Expires: 1/20/22

Mary Elizabeth Van Skiver
Signature of Notary Public

County of Residence: Monroe Mary Elizabeth Van Skiver
Printed Name of Notary Public

Commission #: 650384



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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-VERIFY AFFIDAVIT

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

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

Signature

Garrett Gough

Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 22 day of November, 2021.

My Commission Expires: 1/20/22

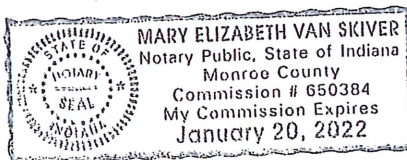
Mary Elizabeth Van Skiver
Signature of Notary Public

County of Residence: Monroe

Mary Elizabeth Van Skiver

Printed Name of Notary Public

Commission #: 650384



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

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

Signature

Garrett Gough

Garrett Gough
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

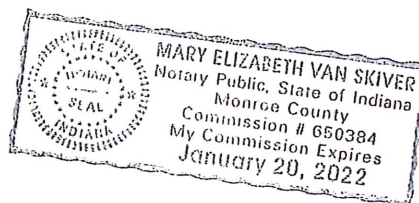
Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 22 day of November, 2021.

My Commission Expires: 1/20/22

Mary Elizabeth Van Skiver
Signature of Notary Public

County of Residence: Monroe Mary Elizabeth Van Skiver
Printed Name of Notary Public

Commission #: 650384



ATTACHMENT 'E'

"Unit Prices"

UNIT PRICES



City of Bloomington
Planning and Transportation Department

Letting Date: November 23, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 1

Project Title : Crestmont Traffic Calming (12th, 13th Streets)

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1 LS		-	-
002	109-08359	LIQUIDATED DAMAGES	1 DOL		\$1.00	\$1.00
003	110-01001	MOBILIZATION AND DEMOBILIZATION	1 LS		-	-
004	402-XXXX1	HMA SPEED CUSHION	9 EACH		-	-
005	402-XXXX2	HMA SPEED HUMP	2 EACH		-	-
006	801-06775	MAINTAINING TRAFFIC	1 LS		-	-
007	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	56 LFT		-	-
008	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	25 SF		-	-
009	808-XXXXX	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	13 EACH		-	-
TOTAL PROJECT BID:					\$43,600.00	

See Attached

Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3522034

CRESTMONT TRAFFIC CALMING

Garret Gough

11/19/2021 9:51 AM

E&B PAVING BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	CONSTRUCTION ENGINEERING	1.000	LS	1,500.00	1,500.00
2	LIQUIDATED DAMAGES	1.000	LS	1.00	1.00
3	MOBILIZATION AND DEMOBILIZATION	1.000	LS	2,750.00	2,750.00
4	HMA SPEED CUSHION	9.000	EA	1,950.00	17,550.00
5	HMA SPEED HUMP	2.000	EA	5,500.00	11,000.00
6	MAINTAINING TRAFFIC	1.000	LS	4,629.00	4,629.00
7	SIGN POST QUARE TYPE 2 REINFORCED ANCHOR BASE	56.000	LFT	20.00	1,120.00
8	SIGN SHEET WITH LEGENG .10 IN THICKNESS	25.000	SFT	20.00	500.00
9	PAVEMENT MESSAGE MARKING THERMO SPEED HUMP MARKING	13.000	EA	350.00	4,550.00
Bid Total					\$43,600.00



Board of Public Works Staff Report

Project/Event:	Approve Change Order #2 for the 7 th Street Protected Bike Lane Project with Milestone Contractors, LP
Petitioner/Representative:	Engineering Department
Staff Representative:	Roy Aten
Date:	November 23rd, 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 June. 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 order #2 will add \$26,404.00 and will cover the cost for adding 200 CYS of Topsoil that is used in the tree planters. Funding for the project is being provided by the 2018 Bicentennial Bond Series 8 (980-18-1801 SB-54510) 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:

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.)

☒☐

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:	\$38,689.41
This Change Order:	\$26,404.00
Final:	\$2,637,548.41

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



Milestone Contractors, L.P. Extra Work Pricing Summary

Project No: 215028 7th Street Pedestrian Improvements

Date Requested: 11/16/2021

Date Submitted: 11/16/2021

Description of Work: Install Topsoil in Planter Areas

Reason for Extra Work: Requested by Owner

Has Work Already Been Completed? No **When:**

MCLP Project No. 215028

Cost Activity Code:

Item:	Topsoil	Quantity:	200	Units	CYS
Labor:	Cost =	\$ 8,763.00	Markup %	20% \$ 1,752.60	Total \$ 10,515.60
Equipment:	Cost =	\$ 4,940.00	Markup %	12% \$ 592.80	Total \$ 5,532.80
Material	Cost =	\$ 7,000.00	Markup %	10% \$ 700.00	Total \$ 7,700.00
Supplies	Cost =	\$ -	Markup %	10% \$ -	Total \$ -
Subcontract:	Cost =		Markup %	10% \$ -	
Trucking:	Cost =	\$ 2,216.00	Markup %	12% \$ 265.92	Total \$ 2,481.92
		\$ 22,919.00		\$ 3,311.32	\$ 26,230.32
Insurance & Bond	Cost =	\$157.38	Markup %	10% \$ 15.74	Total \$ 173.12
Total					\$ 26,403.44
Unit Price					\$ 132.02

Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
<hr/>										
BID ITEM	=	1								
Description =	Topsoil Installation									
			Land Item	SCHEDULE: 1	100					
			Unit =	CYS	Takeoff Quan:	200.000		Engr Quan:	200.000	
<hr/>										
1	Topsoil Installation		Quan:	200.00	CYS	Hrs/Shift:	10.00	Cal:	510	WC: 1
<hr/>										
BLANK	(Mod) Blank Crew		30.00	CH	Prod:	66.6667	US	Lab Pcs:	5.00	Eqp Pcs: 2.00
2TS	Topsoil	1.00	200.00	CYS		35.000		7,000		
5103	Haul Exc (HR)	1.00	20.00	HR		110.800				2,216
8EX2	Excavator - Medium Cat	1.00	30.00	HR		120.910	3,627			
8LO4	Skid Steer 52479	1.00	30.00	HR		43.750	1,313			
LAB	laborers (all except 41/81)	3.00	90.00	MH		25.900	4,611			
OPR841	operator841	2.00	60.00	MH		34.250	4,152			
\$22,918.63	0.7500 MH/CYS		150.00	MH	[24.123]	8,763	4,940	7,000		2,216
<hr/>										
====>	Item Totals:	1	- Topsoil Installation							
\$22,918.63	0.7500 MH/CYS		150.00	MH	[24.123]	8,763	4,940	7,000		2,216
114.593	200 CYS					43.81	24.70	35.00		11.08
<hr/>										
\$22,918.63	*** Report Totals ***		150.00	MH		8,763	4,940	7,000		2,216

>>> 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)



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	2
Status	Pending
Date Created	08/10/2021
Type	Errors and Omissions, Non-recoverable
Summary	Topsoil for Tree Planters
Change Order Description	As bid, the project had structural soil that were called out on the plans but did not contain unit prices in the bid documents. This soil will be used in the tree plots throughout the project. No additional days are being added for this item.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,611,144.41
Change Order Amount	\$26,404.00
Revised Project Amount	\$2,637,548.41

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0152	621-06570	CYS	200.000	\$132.020	\$26,404.00
TOPSOIL					
Reason: Soil required for tree planting areas.					
Funding Details					
Protected Bike Lane			200.000	\$132.020	\$26,404.00
1 item					Total: \$26,404.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,401,567.08	\$26,404.00	\$2,427,971.08
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,611,144.41	\$26,404.00	\$2,637,548.41

Attachments

Document	Name	Description	Submission Date
Revised_Topsoil_Change_Nov_16.pdf	Revised Topsoil Change Nov 16.pdf	Claim letter from Milestone	11/19/2021 09:51 AM EST
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 #6 for the 7th Street Protected Bike Lane Project with Milestone Contractors, LP

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: November 23rd, 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 June. 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 order #6 will add \$1,793.55 and will cover the cost of adding detectable warning elements at the intersection of the B-Line Trail and the 7-Line. . Funding for the project is being provided by the 2018 Bicentennial Bond Series B (980-18-18018B-54510) 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:

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.)

☒
☐

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:	\$38,689.41
This Change Order:	\$1,793.55
Final:	\$2,612,937.96

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: 11/15/2021 **Date Submitted:** 11/16/2021

Description of Work: Install Detectable Warnings At B-Line

Reason for Extra Work: Owner Request

Has Work Already Been Completed? No **When:** THROUGH

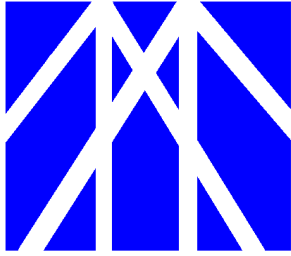
MCLP Project No. **Cost Activity Code:**

Item: Bike Box markings		Quantity:		1		Units		Each	
Labor:	Cost =	\$	876.00	Markup %	10%	\$	87.60	Total	\$ 963.60
Equipment:	Cost =	\$	520.00	Markup %	10%	\$	52.00	Total	\$ 572.00
Materials:	Cost =	\$	234.50	Markup %	10%	\$	23.45	Total	\$ 257.95
Subcontract:	Cost =	\$	-	Markup %	10%	\$	-	Total	\$ -
Trucking:	Cost =	\$	-	Markup %	12%	\$	-	Total	\$ -
		\$	1,630.50			\$	163.05	\$	1,793.55

Total

Unit Price

\$ 1,793.55
\$ 1,793.55



M & T CONTRACTORS

Time & Material Work Agreement

(See back for terms and conditions.)

WORK:

ADDRESS/LOCATION

JOB NO.:

EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL

EQUIPMENT (OPERATOR NOT INCLUDED)				LABOR	STRAIGHT RATE
DESCRIPTION	HOURLY RATE	HOURS USED	TOTAL (\$)		
ASPHALT PAVER 8	\$230.00		\$0.00	LABORER	\$78.00
ASPHALT PAVER 1	\$280.00		\$0.00	OPERATOR	\$103.00
DISTRIBUTOR	\$125.00		\$0.00	TEAMSTER	\$88.00
BACKHOE	\$70.00		\$0.00	CARPENTER	\$95.00
SCRAPER 613	\$145.00		\$0.00	MECHANIC	\$103.00
EXCAVATOR LARG	\$225.00		\$0.00	FOREMAN	\$80.00
EXCAVATOR MEDIU	\$155.00		\$0.00	SUPERINTEND	\$97.00
EXCAVATOR SMALL	\$97.50		\$0.00	HRLY SUPERI	\$102.00
DOZER MEDIUM	\$97.50		\$0.00	MATERIALS & SUPPLIES	
DOZER SMALL	\$85.00		\$0.00	Concrete	
GRADER LARGE	\$110.00		\$0.00		
GRADER SMALL	\$60.00		\$0.00		
RUBBER TIRE LOA	\$100.00		\$0.00		
WHEEL TRACTOR	\$65.00		\$0.00		
STATIC ROLLER	\$45.00		\$0.00		
ROLLER VIBRATOR	\$110.00		\$0.00		
ROLLER VIBRATOR	\$85.00		\$0.00	TRUCKING	
ROLLER SHEEPSFO	\$155.00		\$0.00		
LOWBOY TRACTOR	\$110.00		\$0.00		
WATER TRUCK	\$85.00		\$0.00	SUBCONTRACT	
SINGLE AXLE FLAT	\$75.00		\$0.00		
WALK/HAND CONC	\$30.00		\$0.00		
AIR COMPRESSOR	\$40.00	3.00	\$120.00		
GRINDER ATTACHM	\$50.00		\$0.00		
MTL/SKID STEER	\$75.00		\$0.00		
PICKUP TRUCK	\$50.00	8.00	\$400.00		
POWER BROOMS	\$60.00		\$0.00		
SIDE PAVER	\$140.00		\$0.00		

VacALL SWEEPER	\$180.00		\$0.00	
	Rental Equipment See Note (i)			
	Rental Equipment See Note (i)			

Milestone Contractors, L.P.

Owners Authorized

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Revision: (04/1/13)

Office Copy - White

Owner Copy - Yellow

MCLP #: _____

DATE: **09/17/21**

OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

[illegible]

Representative

Time & Material #:

Total:

\$1,630.50

MCLP Superintendent Copy - Pink



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	6
Status	Pending
Date Created	11/16/2021
Type	Scope Changes
Summary	Add detectable warning plates at the intersection of the B-Line and 7-Line.
Change Order Description	It was determined during the punch walk that detectable warning elements are required at the intersection of the B-Line Trail and the 7-Line Protected Bike Lane.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,611,144.41
Change Order Amount	\$1,793.55
Revised Project Amount	\$2,612,937.96

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0150	604-12085	LS	1.000	\$1,793.550	\$1,793.55
DETECTABLE WARNING SURFACE, RETROFIT					
Reason: Retrofit, add detectable warning elements to the intersection of the B-Line and the 7-Line.					
Funding Details					
Protected Bike Lane			1.000	\$1,793.550	\$1,793.55
1 item					Total: \$1,793.55

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,401,567.08	\$1,793.55	\$2,403,360.63
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,611,144.41	\$1,793.55	\$2,612,937.96

Attachments

Document	Name	Description	Submission Date
215028_Detectable_Warning_CO.pdf	215028 Detectable Warning CO.pdf	Claim from contractor.	11/16/2021 09:37 AM EST
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 #7 for the 7 th Street Protected Bike Lane Project with Milestone Contractors, LP
Petitioner/Representative:	Engineering Department
Staff Representative:	Roy Aten
Date:	November 23rd, 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 June. 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 order #7 will add \$1,694.04 and will cover the cost of repairing a void under the pavement caused by a failing storm sewer connection. Funding for the project is being provided by the 2018 Bicentennial Bond Series B (980-18-1801SB-54510) 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:

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.)

☒
☐

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: \$38,689.41
 This Change Order: \$1,694.04
 Final: \$2,612,838.45

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: 10/19/2021 **Date Submitted:** 11/16/2021

Description of Work: Excavate and Install Flow Fill at Antique Drive

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 =	\$	250.00	Markup %	10%	\$	25.00	Total	\$ 275.00
Equipment:	Cost =	\$	250.00	Markup %	10%	\$	25.00	Total	\$ 275.00
Materials:	Cost =	\$	1,040.04	Markup %	10%	\$	104.00	Total	\$ 1,144.04
Subcontract:	Cost =	\$	-	Markup %	10%	\$	-	Total	\$ -
Trucking:	Cost =	\$	-	Markup %	12%	\$	-	Total	\$ -
		\$	1,540.04			\$	154.00	\$	1,694.04

Total

\$ 1,694.04

Unit Price

\$ 1,694.04



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	7
Status	Pending
Date Created	11/16/2021
Type	Changed Conditions
Summary	Repair void under pavement and existing storm sewer.
Change Order Description	During excavation a void was discovered under the pavement in front of the antique mall. Milestone excavated and discovered the source was a failed seal on the storm sewer. This change order covers the cost of excavation and filling the hole with flowable fill.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,611,144.41
Change Order Amount	\$1,694.04
Revised Project Amount	\$2,612,838.45

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0151	715-99991	LS	1.000	\$1,694.040	\$1,694.04
REPAIR STORM SEWER					
Reason: Repair storm sewer and fill in void under pavement.					
Funding Details					
Protected Bike Lane			1.000	\$1,694.040	\$1,694.04
1 item					Total: \$1,694.04

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,401,567.08	\$1,694.04	\$2,403,261.12
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,611,144.41	\$1,694.04	\$2,612,838.45

Attachments

Document	Name	Description	Submission Date
215028_Flow_Fill_CO.pdf	215028 Flow Fill CO.pdf	Milestone claim letter.	11/16/2021 09:55 AM EST
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 Claim Register

Invoice Date Range 11/13/21 -
11/24/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Laura Bernal	01-refund adoption fee/rabbies vac-canine-11/10/21		11/24/2021	75.00
Quinn Larkin	01-refund adoption fee-feline-11/12/21		11/24/2021	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 2 Transactions		<u>\$150.00</u>
Account 43460 - Medical				
Laura Bernal	01-refund adoption fee/rabbies vac-canine-11/10/21		11/24/2021	15.00
	Account 43460 - Medical Totals	Invoice 1 Transactions		<u>\$15.00</u>
Account 52210 - Institutional Supplies				
3929 - IDEXX Laboratories, INC	01-SNAP FIV/FelV Combo tests		11/24/2021	1,451.24
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-11/4/21		11/24/2021	249.50
4633 - Midwest Veterinary Supply, INC	01-antibiotics, antifungals-11/1/21		11/24/2021	158.93
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-10/28/21		11/24/2021	170.80
4633 - Midwest Veterinary Supply, INC	01-Endosorb Tabs-10/13/21		11/24/2021	76.73



Board of Public Works Claim Register

Invoice Date Range 11/13/21 -
11/24/21

4633 - Midwest Veterinary Supply, INC	01-credit-partnership program quarterly rebate Q3 2021	11/24/2021	(261.25)
4633 - Midwest Veterinary Supply, INC	01-anti-parasitics, rabbit food, vitamins-10/25/21	11/24/2021	359.38
4633 - Midwest Veterinary Supply, INC	01-antibiotics, supportive care-10/28/21	11/24/2021	565.97
4633 - Midwest Veterinary Supply, INC	01-wound care, antibiotics, syringes, sanitizer, ziplock10/18/21	11/24/2021	661.25
6530 - Office Depot, INC	01-paper	11/24/2021	15.06
4137 - Patterson Veterinary Supply, INC	01-syringes, supportive care-10/29/21	11/24/2021	154.31
4137 - Patterson Veterinary Supply, INC	01-Ketamine-11/1/21	11/24/2021	83.04
5819 - Synchrony Bank	01-ear muffs, hose end, foamers	11/24/2021	152.94

Account **52210 - Institutional Supplies** Totals

Invoice 13
Transactions

\$3,837.90

Account **52430 - Uniforms and Tools**

4832 - Animal Care Equipment & Services, LLC	01-duty gloves (L)	11/24/2021	69.30
54558 - The Uniform House, INC	01-scrub tops-10/22/21	11/24/2021	91.72
54558 - The Uniform House, INC	01-scrub tops-10/26/21	11/24/2021	22.93
54558 - The Uniform House, INC	01-ACO duty pants-10/28/21	11/24/2021	388.90

Account **52430 - Uniforms and Tools** Totals

Invoice 4
Transactions

\$572.85

Account **53130 - Medical**

6529 - BloomingPaws, LLC	01-emergency vet services-11/1 & 11/2/21	11/24/2021	482.55
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Account **53130 - Medical** Totals

Invoice 1
Transactions

\$482.55

Account **53540 - Natural Gas**

222 - Vectren	01-ACC-gas bill 10/4-11/2/21	11/15/2021	229.19
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2021 management fee	11/15/2021	18.09



Board of Public Works Claim Register

Invoice Date Range 11/13/21 -
11/24/21

Account **53540 - Natural Gas** Totals

Invoice 2 \$247.28

Transactions

Program **010000 - Main** Totals

Invoice 23 \$5,305.58

Transactions

Program **010001 - Donations Over \$5K**

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01-wound repair, diagnostics-10/28-10/30/21

11/24/2021

604.30

Account **53130 - Medical** Totals

Invoice 1 \$604.30

Transactions

Program **010001 - Donations Over \$5K** Totals

Invoice 1 \$604.30

Transactions

Department **01 - Animal Shelter** Totals

Invoice 24 \$5,909.88

Transactions

Department **03 - City Clerk**

Program **030000 - Main**

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

3913 - Indiana League Of Municipal Clerks & Treasurers

03-Clerk ILMCT Annual Meeting-N. Bolden

11/24/2021

425.00

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

Invoice 1 \$425.00

Transactions

Account **53230 - Travel**

5461 - F Nicole Bolden

03-per diem/fuel/mileage-AIM Summit-French Lick-10/4-10/7/21

11/24/2021

147.22

3560 - First Financial Bank / Credit Cards

03-reimb fuel-AIM Idea Summit-French Lick-10/4-10/7/21

11/24/2021

42.63

3560 - First Financial Bank / Credit Cards

03-Hotel Room-AIM Summit-French Lick-10/4-10/7/21

11/24/2021

505.11

3560 - First Financial Bank / Credit Cards

03-sales tax credit-AIM Summit-French Lick-10/7/21

11/24/2021

(58.11)

3560 - First Financial Bank / Credit Cards

03-Airline tickets-Victory Conf-WA DC-Dec 2021

11/24/2021

266.80

Account **53230 - Travel** Totals

Invoice 5 \$903.65

Transactions

Account **53310 - Printing**



Board of Public Works Claim Register

Invoice Date Range 11/13/21 - 11/24/21

20152 - Municipal Code Corporation

03-BMC Updates-Supplement 40, Update 3

11/24/2021

171.00

Account **53310 - Printing** Totals

Invoice 1

\$171.00

Transactions

Program **030000 - Main** Totals

Invoice 7

\$1,499.65

Transactions

Department **03 - City Clerk** Totals

Invoice 7

\$1,499.65

Transactions

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53910 - Dues and Subscriptions**

7080 - Urban Sustainability Directors Network

04: City USDN Membership - 2022

11/24/2021

1,800.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1

\$1,800.00

Transactions

Account **53990 - Other Services and Charges**

6515 - Green Camino, INC (Earthkeepers)

04 - Monthly City Composting Fees

11/24/2021

390.00

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

Invoice 1

\$390.00

Transactions

Program **040000 - Main** Totals

Invoice 2

\$2,190.00

Transactions

Department **04 - Economic & Sustainable Dev** Totals

Invoice 2

\$2,190.00

Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

53442 - Paragon Micro, INC

06 - Adobe Acrobat Pro 2020 - License (Langley)

11/24/2021

404.99

Account **52420 - Other Supplies** Totals

Invoice 1

\$404.99

Transactions

Account **53640 - Hardware and Software Maintenance**

371 - Pitney Bowes, INC

06- Postage Meter Service Agreement 12-1-21 to 11-30-22

11/24/2021

561.20



Board of Public Works Claim Register

Invoice Date Range 11/13/21 -
11/24/21

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1
Transactions \$561.20

Account **53830 - Bank Charges**

5232 - The Huntington National Bank

06-Bond Fees Parks Bicentennial 2018C 11/24/2021 1.26

Account **53830 - Bank Charges** Totals Invoice 1
Transactions \$1.26

Account **53990 - Other Services and Charges**

5444 - Tyler Technologies, INC

06-Energov Community Development Software 11/24/2021 8,575.00

Account **53990 - Other Services and Charges** Totals Invoice 1
Transactions \$8,575.00

Program **060000 - Main** Totals Invoice 4
Transactions \$9,542.45

Department **06 - Controller's Office** Totals Invoice 4
Transactions \$9,542.45

Department **07 - Engineering**

Program **070000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC 07-easel pad, easel markers 11/24/2021 97.86

6530 - Office Depot, INC 07- Pads, wipes, notebooks, pens yellow pads, post-it 11/24/2021 141.09

6530 - Office Depot, INC 07 - Hole Punch 11/24/2021 33.49

6530 - Office Depot, INC 07 - Push pins, Bounty, 409, scissors, tape 11/24/2021 49.21

6530 - Office Depot, INC 07 - Case of Paper, 11x17 11/24/2021 45.70

6530 - Office Depot, INC 07 - Moistener, drawer organizer 11/24/2021 8.02

6530 - Office Depot, INC 07- Pens, pads, paper clips, glue sticks, batteries 11/24/2021 33.57

6530 - Office Depot, INC 07 - Drawer organizer 11/24/2021 8.09

6530 - Office Depot, INC 07- Notebook, wipes 11/24/2021 63.39



Board of Public Works Claim Register

Invoice Date Range 11/13/21 -
11/24/21

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings

Account **52110 - Office Supplies** Totals

Invoice 9
Transactions
\$480.42

07-Legal publication-Tapp & Deborah
Signal_Invitation to Bidders

11/24/2021 165.90

Account **53320 - Advertising** Totals

Invoice 1
Transactions
\$165.90

Program **070000 - Main** Totals

Invoice 10
Transactions
\$646.32

Department **07 - Engineering** Totals

Invoice 10
Transactions
\$646.32

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

3560 - First Financial Bank / Credit Cards

09-Multicultural Calendar/Yearly Planner Poster

11/24/2021 38.45

6530 - Office Depot, INC

09-color coding dots

11/24/2021 4.90

Account **52110 - Office Supplies** Totals

Invoice 2
Transactions
\$43.35

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety

09-4 safety vests

11/24/2021 57.96

5819 - Synchrony Bank

09 - Thank you cards (48 pack)

11/24/2021 12.99

Account **52420 - Other Supplies** Totals

Invoice 2
Transactions
\$70.95

Program **090000 - Main** Totals

Invoice 4
Transactions
\$114.30

Department **09 - CFRD** Totals

Invoice 4
Transactions
\$114.30

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**



Board of Public Works Claim Register

Invoice Date Range 11/13/21 - 11/24/21

7897 - Fox Frame Productions	10-Legal services annexation-4 months-7/23/21	11/24/2021	4,000.00
7897 - Fox Frame Productions	10-Legal services annexation-2 months-11/2/21	11/24/2021	2,000.00

Account **53120 - Special Legal Services** Totals

Invoice 2 \$6,000.00

Program **100000 - Main** Totals

Transactions Invoice 2 \$6,000.00

Department **10 - Legal** Totals

Transactions Invoice 2 \$6,000.00

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **47110 - Miscellaneous**

3560 - First Financial Bank / Credit Cards	11 -B&C appreciation notepads	11/24/2021	493.39
3560 - First Financial Bank / Credit Cards	11 -CC Transcription	11/24/2021	5.00
3560 - First Financial Bank / Credit Cards	11 -CC Transcription	11/24/2021	3.75
3560 - First Financial Bank / Credit Cards	11 -B&C appreciation pen	11/24/2021	174.60
3560 - First Financial Bank / Credit Cards	11 -CC Transcription	11/24/2021	3.75
3560 - First Financial Bank / Credit Cards	11 -CC Transcription	11/24/2021	3.75
3560 - First Financial Bank / Credit Cards	11 -CC Transcription	11/24/2021	5.00
3560 - First Financial Bank / Credit Cards	11 -CC Transcription	11/24/2021	3.75
3560 - First Financial Bank / Credit Cards	11 -CC Transcription	11/24/2021	3.75

Account **47110 - Miscellaneous** Totals

Invoice 9 \$696.74
Transactions

Account **52110 - Office Supplies**

5819 - Synchrony Bank	11 -B&C mailing	11/24/2021	79.94
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Account **52110 - Office Supplies** Totals

Invoice 1 \$79.94
Transactions



Board of Public Works Claim Register

Invoice Date Range 11/13/21 -
11/24/21

Account **53320 - Advertising**

3560 - First Financial Bank / Credit Cards	11 -FB Burninfo post boost	11/24/2021	20.00
7347 - Andrew B Krebs	11 -reimbursement-FB Info Bump	11/24/2021	8.69
Account 53320 - Advertising Totals		Invoice 2 Transactions	<hr/> \$28.69

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	11 -Live streaming svcs	11/24/2021	39.99
3560 - First Financial Bank / Credit Cards	11-organizationl charts	11/24/2021	9.95
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	<hr/> \$49.94

Account **53990 - Other Services and Charges**

51483 - Downtown Bloomington, INC	11 -support downtown holiday program	11/24/2021	500.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$500.00
Program 110000 - Main Totals		Invoice 15 Transactions	<hr/> \$1,355.31
Department 11 - Mayor's Office Totals		Invoice 15 Transactions	<hr/> \$1,355.31

Department **12 - Human Resources**

Program **120000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	12-binder clips, post its, air duster	11/24/2021	24.93
6530 - Office Depot, INC	12- letratag tape,	11/24/2021	9.28
Account 52110 - Office Supplies Totals		Invoice 2 Transactions	<hr/> \$34.21

Account **53320 - Advertising**

3560 - First Financial Bank / Credit Cards	12-Job Ad \$299.00 - SHRM	11/24/2021	299.00
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Board of Public Works Claim Register

Invoice Date Range 11/13/21 - 11/24/21

6891 - Gatehouse Media Indiana Holdings

12-Job Ads \$262.07

11/24/2021

262.07

Account **53320 - Advertising** Totals

Invoice 2
Transactions

\$561.07

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

12-ELGL Membership Renewal \$463.50

11/24/2021

463.50

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

Invoice 1
Transactions

\$463.50

Program **120000 - Main** Totals

Invoice 5
Transactions

\$1,058.78

Department **12 - Human Resources** Totals

Invoice 5
Transactions

\$1,058.78

Department **13 - Planning**

Program **130000 - Main**

Account **43310 - Application Fee**

Aspen Heights

13-refund PC filing fee-SP-26-21-703 W. Gourley Pike

11/24/2021

6,425.00

Account **43310 - Application Fee** Totals

Invoice 1
Transactions

\$6,425.00

Account **52110 - Office Supplies**

6530 - Office Depot, INC

13-Envelope moistener (pencil type)

11/24/2021

.99

6530 - Office Depot, INC

13-(5) reams 11 x 17 paper

11/24/2021

31.95

Account **52110 - Office Supplies** Totals

Invoice 2
Transactions

\$32.94

Account **52410 - Books**

5819 - Synchrony Bank

13-Book (The Lighting Handbook: Reference & Application)_Jackie

11/24/2021

649.99

Account **52410 - Books** Totals

Invoice 1
Transactions

\$649.99

Account **52420 - Other Supplies**

9523 - Freedom Business Solutions, LLC

13-black toner cartridge-front desk staff

11/24/2021

229.99



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6530 - Office Depot, INC	13-(1) pack AA batteries	11/24/2021	25.59
Account 53320 - Advertising	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	<hr/> \$255.58
3560 - First Financial Bank / Credit Cards	13-Facebook post (EC) "Panel discussion hosted by E. Commission)	11/24/2021	14.00
Account 53910 - Dues and Subscriptions	Account 53320 - Advertising Totals	Invoice 1 Transactions	<hr/> \$14.00
6891 - Gatehouse Media Indiana Holdings	13-2022 HT subscription (52 weeks)	11/24/2021	286.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	<hr/> \$286.00
	Program 130000 - Main Totals	Invoice 8 Transactions	<hr/> \$7,663.51
	Department 13 - Planning Totals	Invoice 8 Transactions	<hr/> \$7,663.51
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co. INC	19-2 (5 ft.) Fence Posts for City Hall	11/24/2021	11.98
4574 - John Deere Financial (Rural King)	19-trash bags-11/1/21	11/24/2021	93.83
4574 - John Deere Financial (Rural King)	19-drum liners-10/25/21	11/24/2021	56.94
	Account 52310 - Building Materials and Supplies Totals	Invoice 3 Transactions	<hr/> \$162.75
Account 52420 - Other Supplies			
51463 - DLT Solutions, LLC	19-AutoCad Annual Subscription Renewal for JD Boruff	11/24/2021	392.00
Account 53610 - Building Repairs	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<hr/> \$392.00



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321 - Harrell Fish, INC (HFI)	19 - Replaced Valves in the Council Chambers Chiller	BC 2020-75	11/24/2021	607.58
321 - Harrell Fish, INC (HFI)	19-SA Furnish&Fabricate four 6"x7' Black Steel Pipes	BC 2020-75	11/24/2021	960.00
Account 53610 - Building Repairs Totals			Invoice 2 Transactions	<hr/> \$1,567.58
Account 53990 - Other Services and Charges				
874 - Lee Supply Corporation	19 - Delivered and installed refrigerator and Ice Maker		11/24/2021	806.25
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions	<hr/> \$806.25
Program 190000 - Main Totals			Invoice 7 Transactions	<hr/> \$2,928.58
Department 19 - Facilities Maintenance Totals			Invoice 7 Transactions	<hr/> \$2,928.58
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - "Will Return" clock & suction cup pack		11/24/2021	22.96
6530 - Office Depot, INC	28 - City Hall copy paper - 30 boxes		11/24/2021	968.40
6530 - Office Depot, INC	28 - 9 pack wire hook command strips		11/24/2021	5.24
5819 - Synchrony Bank	28 - Two Ricco Bello notebooks - Mike Crump		11/24/2021	25.98
Account 52110 - Office Supplies Totals			Invoice 4 Transactions	<hr/> \$1,022.58
Account 52420 - Other Supplies				
6530 - Office Depot, INC	28 - Eight rolls of white paper for ITS plotter		11/24/2021	653.68
6530 - Office Depot, INC	28-Workpro office chair - Nick Myers		11/24/2021	494.99
4475 - Plasco ID Holdings, LLC (IDW, LLC) (ID Wholesaler)	28 - Two Zebra IX Series color ribbon for ID tag printer		11/24/2021	154.00
Account 52420 - Other Supplies Totals			Invoice 3 Transactions	<hr/> \$1,302.67



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Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	28-Humble Bundle-Ultimate DevOps book bundle	11/24/2021	18.00
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Account 53160 - Instruction Totals	Invoice 1 Transactions	<hr/> \$18.00
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Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28 - Google domain visitbead.com	11/24/2021	12.00
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3560 - First Financial Bank / Credit Cards	28 - Google APIs October 1-31, 2021	11/24/2021	.23
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3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer monthly subscription Oct 2021	11/24/2021	89.95
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3560 - First Financial Bank / Credit Cards	28-Canva subscription-added user proration	11/24/2021	38.89
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3560 - First Financial Bank / Credit Cards	28-Fookes Aid4Mail Forensic 1-year license	11/24/2021	149.50
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3560 - First Financial Bank / Credit Cards	28- Google APIs remaining balance October 14, 2021	11/24/2021	42.24
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3560 - First Financial Bank / Credit Cards	28-Google API deposit required for new account/move projects	11/24/2021	50.00
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3560 - First Financial Bank / Credit Cards	28-Submittable monthly 10/27-11/27/21	11/24/2021	119.00
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3560 - First Financial Bank / Credit Cards	28-Zoho Site 24x7 monthly subscription 10/27-11/26/21	11/24/2021	39.00
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3560 - First Financial Bank / Credit Cards	28-Zoom 500 participants., 500 GB record, webinar 10/20-11/19/21	11/24/2021	430.00
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6891 - Gatehouse Media Indiana Holdings	28 - 52-week Herald Times subscription - ITS	11/24/2021	286.00
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5534 - Presidio Holdings, INC	28-Palo Alto annual firewall renewal Oct & Dec 2021-Jan 2023	11/24/2021	16,742.49
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5786 - Promevo, LLC	28 - Google Voice subscription ITS after hours October 2021	11/24/2021	51.90
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Account 53910 - Dues and Subscriptions Totals	Invoice 13 Transactions	<hr/> \$18,051.20
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Account **54420 - Purchase of Equipment**

1999 - CMS Communications, INC	28 - Ten Centrex phones for ITS stock	11/24/2021	1,220.94
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53442 - Paragon Micro, INC	28-Logitech wireless keyboard - training room	11/24/2021	54.99
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53442 - Paragon Micro, INC	28-Dell Thunderbolt dock - Nicole Bolden	11/24/2021	248.99
5819 - Synchrony Bank	28 - Jabra Evolve wireless headset - Maria McCormick	11/24/2021	134.49
5819 - Synchrony Bank	28 - Jabra Evolve wireless headset - Mike Arnold	11/24/2021	134.49
5819 - Synchrony Bank	28 - Jabra Evolve wireless headset - Keegan Gulick	11/24/2021	134.29
5819 - Synchrony Bank	28 - Partial credit for Nikon camera lens for OOTM - CARES	11/24/2021	(55.50)
5819 - Synchrony Bank	28 - 8 USB-C Adapters for training room laptops	11/24/2021	142.40

Account **54420 - Purchase of Equipment** Totals

Invoice 8

\$2,015.09

Transactions

Program **280000 - Main** Totals

Invoice 29

\$22,409.54

Transactions

Department **28 - ITS** Totals

Invoice 29

\$22,409.54

Transactions

Fund **101 - General Fund (S0101)** Totals

Invoice 117

\$61,318.32

Transactions

Fund **103 - Restricted Donations(ord 05-17)**

Account **20010 - Account Payables**

3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 10/25-10/28/21	11/24/2021	.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 10/4-10/21/21	11/24/2021	.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-wound care-10/27/21	11/24/2021	.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-wound care, vet visit-10/13-10/18/21	11/24/2021	.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-10/19/21	11/24/2021	.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, mass removal-10/20-10/26/21	11/24/2021	.00

Account **20010 - Account Payables** Totals

Invoice 6

\$0.00

Transactions

Department **06 - Controller's Office**

Program **400101 - Animal Medical Services**



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Account **53130 - Medical**

3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 10/25-10/28/21	11/24/2021	1,632.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 10/4-10/21/21	11/24/2021	5,279.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-wound care-10/27/21	11/24/2021	21.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-wound care, vet visit-10/13-10/18/21	11/24/2021	63.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-10/19/21	11/24/2021	665.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, mass removal-10/20-10/26/21	11/24/2021	1,537.68

Account **53130 - Medical** Totals

Invoice 6 \$9,197.68

Transactions

Program **400101 - Animal Medical Services** Totals

Invoice 6 \$9,197.68

Transactions

Department **06 - Controller's Office** Totals

Invoice 6 \$9,197.68

Transactions

Fund **103 - Restricted Donations(ord 05-17)** Totals

Invoice 12 \$9,197.68

Transactions

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090002 - Com Serv - MLK Comm**

Account **53990 - Other Services and Charges**

5819 - Synchrony Bank	09-Books for MLK Education Curriculum	11/24/2021	17.98
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Account **53990 - Other Services and Charges** Totals

Invoice 1 \$17.98

Transactions

Program **090002 - Com Serv - MLK Comm** Totals

Invoice 1 \$17.98

Transactions

Program **090003 - Com Serv - Status of Women**

Account **53960 - Grants**

7885 - Josclynn Brandon	09-BCSW leadership scholarship initiative awardee	11/24/2021	500.00
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Account **53960 - Grants** Totals
Program **090003 - Com Serv - Status of Women** Totals

Invoice 1	\$500.00
Transactions	
Invoice 1	\$500.00
Transactions	

Program **090004 - Com Serv- Accessibility**

Account **53990 - Other Services and Charges**

6219 - Half-Baked, LLC

09-ADA Anniversary Celebration--cookies

11/24/2021	112.00
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199 - Monroe County Government

09-Catering-Gather Event-9/27/21

11/24/2021	1,570.30
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Account **53990 - Other Services and Charges** Totals

Invoice 2	\$1,682.30
Transactions	

Program **090004 - Com Serv- Accessibility** Totals

Invoice 2	\$1,682.30
Transactions	

Program **090016 - Com Serv - Safe & Civil**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

09-Young Women's Leadership Summit prizes

11/24/2021	123.97
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5819 - Synchrony Bank

Young Women's Leadership Summit prizes

11/24/2021	21.98
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5819 - Synchrony Bank

Young Women's Leadership Summit prizes

11/24/2021	23.97
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Account **52420 - Other Supplies** Totals

Invoice 3	\$169.92
Transactions	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09 - Monthly Jotform Subscription - Safe and Civil
City

11/24/2021	19.00
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Account **53990 - Other Services and Charges** Totals

Invoice 1	\$19.00
Transactions	

Program **090016 - Com Serv - Safe & Civil** Totals

Invoice 4	\$188.92
Transactions	

Department **09 - CFRD** Totals

Invoice 8	\$2,389.20
Transactions	

Fund **312 - Community Services** Totals

Invoice 8	\$2,389.20
Transactions	

Fund **401 - Non-Reverting Telecom (\$1146)**



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Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC	28-line location services-October 2021	11/24/2021	2,500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	<hr/> \$2,500.00
		Transactions	

Account **54450 - Equipment**

5819 - Synchrony Bank	28-Three 22 inch Dell monitors - CapR	11/24/2021	764.97
5819 - Synchrony Bank	28 - Two 22 inch Dell monitors - CapR	11/24/2021	516.00
Account 54450 - Equipment Totals		Invoice 2	<hr/> \$1,280.97
		Transactions	
Program 254000 - Infrastructure Totals		Invoice 3	<hr/> \$3,780.97
		Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs- 11/21-12/20/21	11/15/2021	119.05
Account 53150 - Communications Contract Totals		Invoice 1	<hr/> \$119.05
		Transactions	
Program 256000 - Services Totals		Invoice 1	<hr/> \$119.05
		Transactions	
Department 25 - Telecommunications Totals		Invoice 4	<hr/> \$3,900.02
		Transactions	
Fund 401 - Non-Reverting Telecom (\$1146) Totals		Invoice 4	<hr/> \$3,900.02
		Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**



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313 - Fastenal Company	20-safety supplies-gloves, safety glasses-10/27/21	11/24/2021	40.12
313 - Fastenal Company	20-safety supplies-gloves, earplugs, safety glasses-11/12/21	11/24/2021	270.98
5819 - Synchrony Bank	20-Eye Wash for Tree Crew	11/24/2021	35.72

Account 52210 - Institutional Supplies Totals	Invoice 3 Transactions	<hr/> \$346.82
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Account **52420 - Other Supplies**

4150 - Alexander's LLC	20-Brake control for unit #440	11/24/2021	95.00
294 - All-Phase Electric Supply, INC	20-Street light bulbs for repair on Hawthorne Street	11/24/2021	61.50
409 - Black Lumber Co. INC	20-#4171 Kinser-solar hazard work light-11/2/21	11/24/2021	14.97
409 - Black Lumber Co. INC	20-office-AA batteries-11/2/21	11/24/2021	9.97
394 - Kleindorfer Hardware & Variety	20-Leaf Rakes for leafing (40)	11/24/2021	760.00
6262 - Koenig Equipment, INC	20-Chainsaw supplies (air filters, spark plugs, chains, plates)	11/24/2021	562.88
53442 - Paragon Micro, INC	20-Adobe Acrobat Pro 2020	11/24/2021	404.99

Account 52420 - Other Supplies Totals	Invoice 7 Transactions	<hr/> \$1,909.31
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Account **53220 - Postage**

7815 - A&M Graphics (Baugh Fine Print and Mailing)	20-2021 Leafing cards-printing/set up/postage (15,500)	11/24/2021	2,948.88
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Account 53220 - Postage Totals	Invoice 1 Transactions	<hr/> \$2,948.88
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Account **53250 - Pagers**

332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-December 2021	11/24/2021	87.26
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Account 53250 - Pagers Totals	Invoice 1 Transactions	<hr/> \$87.26
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Account **53310 - Printing**

7815 - A&M Graphics (Baugh Fine Print and Mailing)	20-2021 Leafing cards-printing/set up/postage (15,500)	11/24/2021	1,535.00
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Account **53310 - Printing** Totals

Invoice 1
Transactions

\$1,535.00

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-October 2021
management fee

11/15/2021

13.49

Account **53540 - Natural Gas** Totals

Invoice 1
Transactions

\$13.49

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

20-SA BFP Testing at Street

BC 2020-75

11/24/2021

125.00

Account **53610 - Building Repairs** Totals

Invoice 1
Transactions

\$125.00

Account **53630 - Machinery and Equipment Repairs**

5768 - Thomas J Grimes Enterprises, INC (Torco Testing)

20-Dielectric & Structural Testing of Boom Trucks-ST
portion

11/24/2021

1,416.00

Account **53630 - Machinery and Equipment Repairs** Totals

Invoice 1
Transactions

\$1,416.00

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-10/27/21

BC2009-52

11/24/2021

11.01

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-10/27/21

11/24/2021

34.28

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-11/03/21

BC 2009-52

11/24/2021

57.32

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-11/03/21

11/24/2021

34.28

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-11/10/21

BC 2009-52

11/24/2021

15.45

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-11/10/21

11/24/2021

34.28

Account **53920 - Laundry and Other Sanitation Services** Totals

Invoice 6
Transactions

\$186.62

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140

20-Sweeper dump disposal fee-10/7/21

11/24/2021

982.63

Account **53950 - Landfill** Totals

Invoice 1
Transactions

\$982.63



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Account **53990 - Other Services and Charges**

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee for Tree Limbs-8 loads-October 2021	11/24/2021	176.00
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets (759)-October 2021	11/24/2021	721.05
231 - IU Health OCC Health Services	20-T. Carroll-DS DOT 5 Panel E Screen testing-10/6/21	11/24/2021	47.00
231 - IU Health OCC Health Services	20-L. Combs-DS Breath Alcohol Non DOT-9/16/21	11/24/2021	47.00
231 - IU Health OCC Health Services	20-R. Hitchcox-DS DOT Panel E Screen-10/6/21	11/24/2021	47.00
231 - IU Health OCC Health Services	20-M. Lutes-DS Breath Alcohol Test-DOT-10/6/21	11/24/2021	47.00
392 - Koorsen Fire & Security, INC	20-Annual fire extinguisher service-October 2021	11/24/2021	203.70
392 - Koorsen Fire & Security, INC	20-Fire Extinguisher Inspection-takes place of Inv #5510691	11/24/2021	513.86
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-10/12/21	11/24/2021	170.00

Account 53990 - Other Services and Charges Totals	Invoice 9	\$1,972.61
	Transactions	
Program 200000 - Main Totals	Invoice 32	\$11,523.62
	Transactions	
Department 20 - Street Totals	Invoice 32	\$11,523.62
	Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 32	\$11,523.62
	Transactions	

Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52310 - Building Materials and Supplies**

1537 - Indiana Door & Hardware Specialties, INC	26-Core Keys for 4th Street Garage	11/24/2021	900.00
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Account 52310 - Building Materials and Supplies Totals	Invoice 1	\$900.00
	Transactions	

Account **53610 - Building Repairs**



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392 - Koorsen Fire & Security, INC	26-4th Street Fire Alarm System Monitoring, INV#5472231	BC 2021-70	11/24/2021	631.00
393 - Kone INC	26- SA Walnut Street Garage	BC 2021-91	11/24/2021	3,570.00

Account 53610 - Building Repairs Totals	Invoice 2 Transactions	<hr/> \$4,201.00
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Account **53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-SA Addendum to PARCS Inspection & Maintenance	BC 2021-45	11/24/2021	419.99
3397 - Evens Time, INC	26-SA Addendum #2 to Parker Services Call Center	BC 2021-46	11/24/2021	7,157.33
6237 - Integrapark, LLC	26-Annual Maintenance Fee Geneva		11/24/2021	750.00
6237 - Integrapark, LLC	26-Annual Maintenance Fee Paris		11/24/2021	750.00

Account 53640 - Hardware and Software Maintenance Totals	Invoice 4 Transactions	<hr/> \$9,077.32
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Account **53650 - Other Repairs**

6378 - ANN-KRISS, LLC	26-SA Repair Elevator Light Fixture	BC 2021-20	11/24/2021	422.00
6378 - ANN-KRISS, LLC	02 -Install 5 Electric charging stations @ 44L		11/24/2021	5,175.80

Account 53650 - Other Repairs Totals	Invoice 2 Transactions	<hr/> \$5,597.80
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Program 260000 - Main Totals	Invoice 9 Transactions	<hr/> \$19,776.12
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Department 26 - Parking Totals	Invoice 9 Transactions	<hr/> \$19,776.12
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Fund 452 - Parking Facilities(S9502) Totals	Invoice 9 Transactions	<hr/> \$19,776.12
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Fund **454 - Alternative Transport(S6301)**

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	13 - Walnut (Winslow to Ridgeview) Sidewalk-10/31/21	BC 2020-50	11/24/2021	10,607.90
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Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$10,607.90
	Transactions	
Program 050000 - Main Totals	Invoice 1	\$10,607.90
	Transactions	
Department 05 - Common Council Totals	Invoice 1	\$10,607.90
	Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 9/1-9/30/21	BC 2020-57	11/24/2021	769.78
	Account 53110 - Engineering and Architectural Totals	Invoice 1		\$769.78
		Transactions		

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 10/29/21	BC 2020-106	11/24/2021	8,788.50
	Account 54310 - Improvements Other Than Building Totals	Invoice 1		\$8,788.50
		Transactions		
	Program 130000 - Main Totals	Invoice 2		\$9,558.28
		Transactions		
	Department 13 - Planning Totals	Invoice 2		\$9,558.28
		Transactions		
	Fund 454 - Alternative Transport(S6301) Totals	Invoice 3		\$20,166.18
		Transactions		

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

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

50637 - Bender Lumber Company INC	20-Kraft Concrete Placers (2)		11/24/2021	57.00
334 - Irving Materials, INC	20-Brookstone/Daniel St-Class A Stone Ash-4 cy- 10/21/21	BC2021-36	11/24/2021	424.00
334 - Irving Materials, INC	20-Forrester/Daniel St-Class A Stone Ash-5 cy- 10/26/21	BC2021-36	11/24/2021	530.00



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334 - Irving Materials, INC	20-Olcott Blvd/Daniel St-Class A Stone Ash-6 cy-10/20/21	BC2021-36	11/24/2021	636.00
334 - Irving Materials, INC	20-712 W. Rosewood-Class A Stone Ash-2 cy-11/3/21	BC2021-36	11/24/2021	112.00
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 5 Transactions		<hr/> \$1,759.00
Account 52340 - Other Repairs and Maintenance				
6217 - Michael Todd & Company, INC	20-Tuff Curb Yellow Quick Release Reflectors		11/24/2021	2,636.25
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions		<hr/> \$2,636.25
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Rosewood SW repair-form boards-11/1/21		11/24/2021	18.58
409 - Black Lumber Co. INC	20-Locator-batteries-11/2/21		11/24/2021	19.98
394 - Kleindorfer Hardware & Variety	20-Paver-PB blaster (2)		11/24/2021	13.98
336 - Southside Rental Center, INC	20-Propane for Paving Crew-8/25/21		11/24/2021	99.96
Account 52420 - Other Supplies Totals		Invoice 4 Transactions		<hr/> \$152.50
Program 200000 - Main Totals		Invoice 10 Transactions		<hr/> \$4,547.75
Department 20 - Street Totals		Invoice 10 Transactions		<hr/> \$4,547.75
Fund 456 - MVH Restricted Totals		Invoice 10 Transactions		<hr/> \$4,547.75
Fund 519 - 2016 GO Bonds Bond #2 (S0182)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53830 - Bank Charges				
5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016A		11/24/2021	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016B		11/24/2021	500.00



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5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016C	11/24/2021	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016D	11/24/2021	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016E	11/24/2021	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016F	11/24/2021	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016G	11/24/2021	500.00
5232 - The Huntington National Bank	06-General Obligation Bond Fees 2016H	11/24/2021	500.00

Account **53830 - Bank Charges** Totals

Invoice 8 \$4,000.00

Program **060000 - Main** Totals

Transactions
Invoice 8 \$4,000.00

Department **06 - Controller's Office** Totals

Transactions
Invoice 8 \$4,000.00

Fund **519 - 2016 GO Bonds Bond #2 (S0182)** Totals

Transactions
Invoice 8 \$4,000.00
Transactions

Fund **520 - 2016 Parks GO Bond #3 (S0183)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53830 - Bank Charges**

5232 - The Huntington National Bank	06-Bond Fees Parks District 2016A	11/24/2021	500.00
5232 - The Huntington National Bank	06-Bond Fees Parks District 2016B	11/24/2021	500.00
5232 - The Huntington National Bank	06-Bond Fees Parks District 2016C	11/24/2021	500.00
5232 - The Huntington National Bank	06-Bond Fees Parks District 2016D	11/24/2021	500.00
5232 - The Huntington National Bank	06-Bond Fees Parks District 2016E	11/24/2021	500.00

Account **53830 - Bank Charges** Totals

Invoice 5 \$2,500.00

Program **060000 - Main** Totals

Transactions
Invoice 5 \$2,500.00
Transactions



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Department **06 - Controller's Office** Totals
Fund **520 - 2016 Parks GO Bond #3 (S0183)** Totals

Invoice 5	\$2,500.00
Transactions	
Invoice 5	\$2,500.00
Transactions	

Fund **522 - 2018 Parks Bicentennial (S1380)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53830 - Bank Charges**

5232 - The Huntington National Bank	06-Bond Fees Parks Bicentennial 2018A	11/24/2021	500.00
5232 - The Huntington National Bank	06-Bond Fees Parks Bicentennial 2018B	11/24/2021	500.00
5232 - The Huntington National Bank	06-Bond Fees Parks Bicentennial 2018C	11/24/2021	498.74

Account **53830 - Bank Charges** Totals

Invoice 3	\$1,498.74
Transactions	

Program **060000 - Main** Totals

Invoice 3	\$1,498.74
Transactions	

Department **06 - Controller's Office** Totals

Invoice 3	\$1,498.74
Transactions	

Fund **522 - 2018 Parks Bicentennial (S1380)** Totals

Invoice 3	\$1,498.74
Transactions	

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

Department **02 - Public Works**

Program **020000 - Main**

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

19278 - Milestone Contractors, LP	20-surface-Lower Cascades/patching-19.30 tons-10/12/21	BC 2020-78	11/24/2021	152.00
19278 - Milestone Contractors, LP	20-surface-Eastgate/patching-38.20 tons-10/19-10/21/21	BC 2020-78	11/24/2021	286.91
365 - Rogers Group, INC	20-Lower Cascades-uniform rip rap-10.13 tons-10/12/21		11/24/2021	147.39

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

Invoice 3	\$586.30
Transactions	



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Program 020000 - Main Totals	Invoice 3	\$586.30
Department 02 - Public Works Totals	Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice 3	\$586.30
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

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

19278 - Milestone Contractors, LP	20-surface-Lower Cascades/patching-19.30 tons-10/12/21	BC 2020-78	11/24/2021	740.60
19278 - Milestone Contractors, LP	20-surface-Eastgate/patching-38.20 tons-10/19-10/21/21	BC 2020-78	11/24/2021	1,479.36
19278 - Milestone Contractors, LP	20-Tack Oil for paving-381.60 gallons-10/26/21	BC 2020-78	11/24/2021	381.60
Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 3			\$2,601.56
	Transactions			

Account **54310 - Improvements Other Than Building**

399 - American Structurepoint, INC	13-Signal Timing-On-Call Serv. Contract-9/1-9/30/21		11/24/2021	1,010.76
Account 54310 - Improvements Other Than Building Totals	Invoice 1			\$1,010.76
	Transactions			
Program 020000 - Main Totals	Invoice 4			\$3,612.32
Department 02 - Public Works Totals	Transactions			
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 4			\$3,612.32
	Transactions			

Fund **610 - Vehicle Replacement Fund(S0012)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **47120 - Sale of Property**



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208 - City Of Bloomington Utilities

06-Auction Assets-GovDeals 2004 Chevy Blazer 4WD
LS-Unit #509

11/24/2021 1,449.70

208 - City Of Bloomington Utilities

06-Auction Assets-GovDeals 2001 GMC Safari Pass
Van-Unit #505

11/24/2021 3,325.95

208 - City Of Bloomington Utilities

06-Auction Assets-GovDeals 1990 Ford Econoline
E350-Unit #524

11/24/2021 2,351.25

Account **47120 - Sale of Property** Totals

Invoice 3
Transactions \$7,126.90

Program **060000 - Main** Totals

Invoice 3
Transactions \$7,126.90

Department **06 - Controller's Office** Totals

Invoice 3
Transactions \$7,126.90

Fund **610 - Vehicle Replacement Fund(S0012)** Totals

Invoice 3
Transactions \$7,126.90

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

4574 - John Deere Financial (Rural King)

16-Misc office supplies-hand soap, air fresheners

11/24/2021 65.64

793 - Indiana Safety Company, INC

16-employee gloves-10/27/21

11/24/2021 226.30

793 - Indiana Safety Company, INC

16-employee gloves-10/27/21

11/24/2021 228.25

793 - Indiana Safety Company, INC

16-25 Safety Vests-10/29/21

11/24/2021 89.70

793 - Indiana Safety Company, INC

16-employee gloves-11/1/21

11/24/2021 228.25

4574 - John Deere Financial (Rural King)

16-credit-return trash cans (36)-11/2/21

11/24/2021 (539.64)

4574 - John Deere Financial (Rural King)

16-trash cans (36)-11/2/21

11/24/2021 539.64

5103 - Staples Contract & Commercial, INC

16-write pads, clipboards, sticky notes, batteries,
notepads

11/24/2021 158.59

Account **52420 - Other Supplies** Totals

Invoice 8
Transactions \$996.73

Account **53150 - Communications Contract**



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5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio services-November 2021		11/24/2021	572.05
Account 53150 - Communications Contract Totals		Invoice 1 Transactions		\$572.05
Account 53240 - Freight / Other				
793 - Indiana Safety Company, INC	16-employee gloves-10/27/21		11/24/2021	16.83
793 - Indiana Safety Company, INC	16-employee gloves-10/27/21		11/24/2021	42.49
793 - Indiana Safety Company, INC	16-25 Safety Vests-10/29/21		11/24/2021	16.75
793 - Indiana Safety Company, INC	16-employee gloves-11/1/21		11/24/2021	42.49
Account 53240 - Freight / Other Totals		Invoice 4 Transactions		\$118.56
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2021 management fee		11/15/2021	5.32
222 - Vectren	16-Sanitation-gas bill 10/4-11/2/21		11/15/2021	196.41
Account 53540 - Natural Gas Totals		Invoice 2 Transactions		\$201.73
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/3/21	BC 2009-52	11/24/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-11/3/21		11/24/2021	23.26
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2 Transactions		\$31.10
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 10/18-10/28/21		11/24/2021	3,826.42
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-10/16-10/30/21		11/24/2021	14,701.87
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-6 loads-October 2021		11/24/2021	132.00
Account 53950 - Landfill Totals		Invoice 3 Transactions		\$18,660.29



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Program 160000 - Main Totals	Invoice 20	\$20,580.46
Department 16 - Sanitation Totals	Transactions	
	Invoice 20	\$20,580.46
Fund 730 - Solid Waste (\$6401) Totals	Transactions	
	Invoice 20	\$20,580.46
	Transactions	

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **53130 - Medical**

6198 - Allan Russell Frye	10- reimb for physical for CDL-8/23/21	11/24/2021	89.00
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Account 53130 - Medical Totals	Invoice 1	\$89.00
	Transactions	

Account **53410 - Liability / Casualty Premiums**

1847 - Hylant of Indianapolis, LLC	10-Hylant - Notary Bond Renewal - Farrell	11/24/2021	75.00
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Account 53410 - Liability / Casualty Premiums Totals	Invoice 1	\$75.00
	Transactions	

Account **53420 - Worker's Comp & Risk**

7792 - ONB Benefit Administration LLC (JWF Specialty)	10-JWF - WC Claim Fees- BL110821	11/18/2021	693.75
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7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workmans Compensation payment-11/17/21	11/24/2021	1,563.53
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Account 53420 - Worker's Comp & Risk Totals	Invoice 2	\$2,257.28
	Transactions	

Account **53990 - Other Services and Charges**

204 - State Of Indiana	10- drivers license lookup on website-10/31/21	11/24/2021	100.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$100.00
	Transactions	

Program 100000 - Main Totals	Invoice 5	\$2,521.28
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Department 10 - Legal Totals	Transactions	
	Invoice 5	\$2,521.28
	Transactions	



Board of Public Works Claim Register

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Fund **800 - Risk Management(S0203)** Totals

Invoice 5
Transactions

\$2,521.28

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-November Wellness Reimbursements \$7525.00	11/15/2021	7,525.00
3908 - CIGNA Healthcare	12-October 2021 Dental Funding \$37,649.35	11/16/2021	37,649.35

Account **53990.1201 - Other Services and Charges Health Insurance** Totals

Invoice 2
Transactions

\$45,174.35

Program **120000 - Main** Totals

Invoice 2
Transactions

\$45,174.35

Department **12 - Human Resources** Totals

Invoice 2
Transactions

\$45,174.35

Fund **801 - Health Insurance Trust** Totals

Invoice 2
Transactions

\$45,174.35

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17-tires - Tire mount & dismount labor, valves, white powder coat	11/24/2021	3,379.35
4693 - Monroe County Tire & Supply, INC	17-ST205/75R15 tires	11/24/2021	170.50
4693 - Monroe County Tire & Supply, INC	17-(2) BKT AT603 tires	11/24/2021	630.50
4693 - Monroe County Tire & Supply, INC	17-tires - P215/70R15	11/24/2021	381.00
4693 - Monroe County Tire & Supply, INC	17-tires Firestone 245/55R18	11/24/2021	655.10

Account **52230 - Garage and Motor Supplies** Totals

Invoice 5
Transactions

\$5,216.45



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Account **52240 - Fuel and Oil**

613 - Hoosier Penn Oil Company, INC	17-fluids/oil - P66 Triton220 Grease#2 EP 1/35	11/24/2021	396.40
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Account **52240 - Fuel and Oil Totals**

Invoice 1 Transactions	<hr/> \$396.40
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Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC	17-ford Key	11/24/2021	7.00
244 - Bloomington Ford, INC	17-Ford Key	11/24/2021	8.00
244 - Bloomington Ford, INC	17-Ford Oil filter	11/24/2021	47.80
244 - Bloomington Ford, INC	17-vehicle repair -Multi-Point Inspection	11/24/2021	1,676.83
941 - Central Indiana Truck Equipment Corporation	17-handle assembly, thrust bearing, eye bolt, washer+freight	11/24/2021	406.36
941 - Central Indiana Truck Equipment Corporation	17-#964 arm mount kit	11/24/2021	9,774.20
4335 - Circle Distributing, INC	17-water pump	11/24/2021	34.85
4335 - Circle Distributing, INC	17-Air Filters	11/24/2021	79.36
4335 - Circle Distributing, INC	17- #208 thermostat	11/24/2021	40.14
4335 - Circle Distributing, INC	17- #251 water pump	11/24/2021	160.17
594 - Curry Auto Center, INC	17-gasket	11/24/2021	4.82
51827 - Fire Service, INC	17- #332 lamps - (4)	11/24/2021	384.48
4439 - JX Enterprises, INC	17-misc peterbilt parts - Shaft-Steering Drive W/O Har	11/24/2021	338.57
4439 - JX Enterprises, INC	17-misc peterbilt parts - Resistor	11/24/2021	20.93
4439 - JX Enterprises, INC	17 - Brake Valve	11/24/2021	119.88
4439 - JX Enterprises, INC	17-misc peterbilt parts -(2) nitrogen oxide sensor	11/24/2021	672.29
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Misc Mack part - Control Unit	11/24/2021	556.83



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5260 - M&K Holding CO. (M&K Quality Truck Sales)	17- replaced dpf and cleaned DOC on sanitation truck	11/24/2021	2,167.00
786 - Richard's Small Engine, INC	17- #739 air filters	11/24/2021	92.35
4276 - Rush Truck Centers of Indiana, INC	17- #468 temp solenoid	11/24/2021	115.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - misc parts for the month of october	11/24/2021	8,021.70
54351 - Sternberg, INC	17-misc international parts - Valve	11/24/2021	537.44
54351 - Sternberg, INC	17-misc international parts - Cooler Kit and core deposit	11/24/2021	1,666.68
54351 - Sternberg, INC	17-misc international parts - Housing SWJay	11/24/2021	263.99
54351 - Sternberg, INC	17-misc international parts - Switch Pardallas	11/24/2021	46.45
6216 - Terminal Supply, INC	17 - Assortment of Drill bits and work lamp	11/24/2021	454.60
622 - Truck Country of Indiana, INC (Stoops Freightliner	17- #964 door lock set	11/24/2021	336.46
7555 - VoMac Truck Sales & Service INC	17- #961 egr valve + core deposit	11/24/2021	444.72
Account 52320 - Motor Vehicle Repair Totals		Invoice 28 Transactions	<hr/> \$28,478.90
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2021 management fee	11/15/2021	10.92
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	<hr/> \$10.92
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	19-Quarterly Billing for Fleet - 11-1-2021 thru 1/31/2022	11/24/2021	91.27
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$91.27
Account 53620 - Motor Repairs			
4474 - Ken's Westside Service & Towing, LLC	17-towing service - White Ford Taurus	11/24/2021	50.00
Account 53620 - Motor Repairs Totals		Invoice 1 Transactions	<hr/> \$50.00



Board of Public Works Claim Register

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Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - cleaning or replacement of mats and towels, INV#1825056297	11/24/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of cleaning of uniforms, Inv# 1825056298	11/24/2021	19.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2	\$88.84
Program 170000 - Main Totals		Transactions	
Department 17 - Fleet Maintenance Totals		Invoice 39	\$34,332.78
Fund 802 - Fleet Maintenance(\$9500) Totals		Transactions	
		Invoice 39	\$34,332.78
		Transactions	

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/15/2021	144.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/15/2021	40.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/15/2021	265.31
17785 - The Howard E. Nyhart Company, INC	12-Replacement Card - Charles Hughes	11/17/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/17/2021	67.03
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/18/2021	175.12
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request- 11/18/21	11/19/2021	160.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 7	\$862.01
		Transactions	

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/15/2021	15.05
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Board of Public Works Claim Register

Invoice Date Range 11/13/21 -
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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/15/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request- 11/18/21	11/19/2021	(11.79)
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 3	\$28.26
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC Utilities	11/16/2021	987.60
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		Invoice 1	\$987.60
Account 53990.1283 - Other Services and Charges Health Savings Account		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	11/18/2021	19,542.74
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	\$19,542.74
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 12	\$21,420.61
Fund 804 - Insurance Voluntary Trust Totals		Transactions	
		Invoice 12	\$21,420.61
		Transactions	
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016A - 2016 A Signal Modernization			
Account 54510 - Other Capital Outlays			
20 - Lochmueller Group, INC	13-17th & Dunn Intersection Imp-serv. thru 9/30/21	BC 2019-64 11/24/2021	1,097.57
Account 54510 - Other Capital Outlays Totals		Invoice 1	\$1,097.57
Program 06016A - 2016 A Signal Modernization Totals		Transactions	
Department 06 - Controller's Office Totals		Invoice 1	\$1,097.57
Fund 978 - City 2016 GO Bond Proceeds Totals		Transactions	
		Invoice 1	\$1,097.57
		Transactions	



Board of Public Works Claim Register

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Grand Totals	Invoice 300	\$277,270.20
	Transactions	

Department -**Risk**

800-10-100000-53420

ONB Benefit Administration LLC (JWF Specialty)

Final Grand Totals:	5,289.80
\$282,256.00	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/24/2021	Claims				\$282,256.00
					<u>282,256.00</u>

ALLOWANCE OF CLAIMS

I 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 **\$ 282,256.00**

Dated this 23rd 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 vouchers or bills is true and correct and I have audited same in accordance with IC 11-10-1.

Clerical Office _____