



CITY OF BLOOMINGTON

Parks and Recreation Department

2021

Request for Quotes
Mowing and Trimming Services

This packet includes:

1. Information on Affirmative Action Plan requirements and City of Bloomington Living Wage Ordinance
2. Specifications and Quote Requirements
3. Sample Contract Agreement
4. Maps of Proposed Locations (**Primary and Alternate**)
5. Mowing Quote Forms (**Primary and Alternate**)
6. Integrated Pest Management Policy

Timeline:

Wednesday, January 20th – Pre-Quote meeting at 11:00 am via Zoom.
Meeting is not mandatory, but attendance is encouraged.

Tuesday, February 9th – Quotes are due no later than 11:00 am local time in the Parks & Recreation Office, Showers City Hall, Suite 250, 401 N. Morton St. Quotes will be opened at 1:00 pm.

Tuesday, February 23rd – Anticipated award of a contract will be made at the meeting of the Board of Park Commissioners

For questions and information contact:

Joanna Sparks, City Landscaper, Bloomington Parks and Recreation Department
Phone: (812) 325-5918
Email: sparkj@bloomington.in.gov

IMPORTANT: You must have an approved Affirmative Action Plan on file a minimum of 24 hours prior to the quote opening for your quote to be considered.

IMPORTANT: This contract will be subject to City of Bloomington Living Wage Ordinance requirements that may apply to your company. Information can be found at www.bloomington.in.gov/livingwage

Further information about filing Affirmative Action Plans and details of the Living Wage Ordinance can be found in this packet, or by contacting:

Barbara E. McKinney
Director, BHRC/Assistant City Attorney
City of Bloomington Legal Department
(812) 349-3429 (Monday through Friday 8 am to 5 pm)
mckinneb@bloomington.in.gov

Section 1.

Information on Affirmative Action Plans and City of Bloomington Living Wage Ordinance

Updated January 1, 2021

To: Prospective Bidders/Vendors

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

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

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

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

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

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

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

Accompanying this letter you will find the following materials:

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

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

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

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

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

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

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

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

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

Thank you.

Model Affirmative Action Plan and Harassment Policy

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

Responsible Officer

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

Publication of Policy

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

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

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

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

Implementing Our Policy

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

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

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

GRIEVANCE PROCEDURE

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

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

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

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

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

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

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

5. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.

6. _____ (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Signature

Date

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

Company Name: _____

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

Effective Date: _____

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

WORKFORCE BREAKDOWN FORM

COMPANY NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____

E-MAIL ADDRESS: _____

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

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

Signature and Title of Representative: _____

Date: _____

Section 2.

Specifications and Bid Requirements



**CITY OF BLOOMINGTON
Parks and Recreation Department**

**2021
REQUEST FOR QUOTATIONS
MOWING AND TRIMMING SERVICES**

The City of Bloomington, Parks and Recreation Department, requests quotations from qualified vendors for *Mowing and Trimming Services* at locations listed in this packet.

The City of Bloomington, Board of Park Commissioners will make the contract award and reserves the right to accept or reject any or all proposals. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful Contractor(s).

The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract. The time period for these services shall begin on or about April 1, 2021 and terminate on or about November 1, 2021.

A Pre-Quote Meeting will be held to address vendor's questions regarding the Mowing and Trimming Services Request for Quotations. Contractor attendance at this meeting is not mandatory, but is encouraged. The meeting will be held on **Wednesday, January 20, 2021 at 11:00 am local time via Zoom**. Answers to questions, and clarifications of information, shall be provided at this meeting.

Topic: 2021 Mowing Quote Meeting
Time: Jan 20, 2021 11:00 AM Indiana (East)

Join Zoom Meeting

<https://bloomington.zoom.us/j/93776189715?pwd=Zml1Zl1VSbFB1UVV1TUJkYW9HUzQ3Zz09>

Meeting ID: 937 7618 9715

Passcode: 377206

For questions and information contact:

Joanna Sparks, City Landscaper, Bloomington Parks and Recreation Department

Phone: (812) 325-5918

Email: sparkj@bloomington.in.gov

Quotation packets shall be available for download at no charge at the following City of Bloomington website locations:

<https://bloomington.in.gov/RFP>

<https://www.bloomingtonplanroom.com/>

City of Bloomington will provide no hard copies of the quotation packets

QUOTATION SUBMITTAL DEADLINE

Tuesday, February 9, 2021 – No later than 11:00 a.m. local time

Submit sealed Quotations with envelope clearly marked
“Mowing and Trimming Services Quote” to:

Bloomington Parks and Recreation
Attn: Joanna Sparks, City Landscaper
Showers City Hall
401 North Morton Street, Suite 250
Bloomington, Indiana 47404

A. Inspection of Locations

Before submitting a quote, Contractors are encouraged to examine all the locations specified herein where mowing services are to be performed. The Contractor is solely responsible for becoming familiar with existing conditions at the specified sites under which they would be obliged to operate. The Contractor is also responsible for reporting any conditions they find that may affect the work specified under this contract. Changes to the Scope of Work, or Technical Specifications will be made only prior to signing of the Agreement. No changes to contractual obligations shall be made after the Agreement is signed. NOTE- several sites have newly expanded low-mow areas for 2021. These changes are reflected in the maps and will be demarcated prior to the first mowing cycle.

B. General Conditions & Scope of Work

1. Mowing location lists are provided in this packet. They are detailed on the Mowing Quote Forms in Section 5. Please note there are two (2) forms: **‘Primary’ Locations- which are guaranteed locations to be included in the Contract and ‘Alternate’ Locations- which are possible locations to be included in the Contract, but are not guaranteed. Both forms must be submitted. However, there is no guarantee any ‘Alternate’ locations will be awarded.** Maps of properties are included as well in Section 4.
2. Work performed by the Contractor shall involve *approximately* twenty-six (26) weekly mowing cycles and *approximately* seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the City Landscaper or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. **Contractors are required to provide a cost quote for each mowing cycle at each specified location.** Quotes submitted which do not provide a cost for each mowing cycle and location will be deemed non-responsive and will be rejected.
6. Monthly invoices are to be submitted listing only the exact mowing and trimming services performed in the specified billing period. Payments will not be made on the weeks, months, or bi-monthly periods when work was not performed.
7. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
8. The City Landscaper, or their designee, and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, the City Landscaper or their designee, will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the City Landscaper or their designee, and subject to their approval.

9. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
10. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.
11. All work performed by the Contractor shall be subject to inspection at any time. If the work is found to be unsatisfactory to the City Landscaper or their designee, an “unacceptable” condition will exist. The process and consequences for an unacceptable condition are detailed in Section G of this document.

C. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.

8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractors equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds. *Note- herbicide usage by the Contractor is prohibited (see #15).* Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the [Bloomington Parks and Recreation Department IPM Plan](#) for more information.
16. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

D. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the City Landscaper or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

E. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The City Landscaper or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the City Landscaper or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the City Landscaper or their designee, may issue directives, and who shall accept and act upon such directives.

F. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The City Landscaper or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

G. Default for Unacceptable Conditions

Should an inspection by the City Landscaper or their designee, reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The City Landscaper or their designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine and document any damage that already exists prior to Contractor beginning work.

H. Qualification of Contractors

The following factors will be used to evaluate Contractor qualifications. See required documentation in Section 1:

1. Must maintain a permanent, stable and reputable place of business;
2. Reputation for and maintenance of adequate facilities and equipment necessary to perform the project work properly, expeditiously and in compliance with generally accepted standards for quality, skill. The City Landscaper, or their designee, has the right to inspect all equipment and materials which would be used in carrying out the terms of the contract. Any equipment or materials that does not comply with the terms of the contract may be rejected by the City of Bloomington.
3. Suitable and reputable financial status necessary to meet obligations incidental to performing work under the Contract; and

4. Appropriate technical experience. A determination of whether a Contractor is responsible includes but is not limited to consideration of ability to perform the work, as well as the skill, ability, judgment, experience and integrity necessary to do faithful, conscientious work, and to fulfill the terms of the contract. No Contractor will be acceptable if engaged in any other work or project, which impairs the Contractor's ability to finance or perform this Contract, or to provide proper equipment for the proper execution of this Contract.

I. Verification of Qualifications

Each Contractor shall submit a Statement of the Contractors Qualification, experience in performing and completing the type of work embraced herein, the organization and equipment available for the work contemplated, and when specifically requested by the City of Bloomington, a detailed financial statement and personnel available. The City of Bloomington shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the Contractor to perform project obligations and Contractor shall furnish references as well as any other pertinent information when requested.

J. Submittal Requirements

1. Affirmative Action Plan.

An approved Affirmative Action Plan must be on file a minimum of 24 hours prior to the quote opening for a quote to be considered. See Section 1.

2. Insurance Requirements.

The Contractor shall, as a prerequisite to this Agreement, purchase and maintain during the duration of this Agreement such insurance as will protect him/her from the claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by the 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

<u>Coverage</u>	<u>Limits</u>
-----------------	---------------

C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

The Contractor's comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements;
3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury; and
6. Independent Contractors.

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

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least sixty (60) days prior written notice has been received by the 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.

3. Inventory / list of mowing equipment.

List of equipment that Contractor plans to use. This shall include equipment currently in inventory, and equipment Contractor plans to obtain to fulfill contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

4. References.

Contractor will provide at least two references. These references shall be current or former customers.

5. Professional Experience.

Contractor will provide details on years of experience in lawn care business, whether customers were primarily residential or commercial, and typical sizes of area maintained.

6. Mowing Quote Form.

Prices quoted by Contractor will be listed on the Mowing Quote Forms (Primary and Alternate Locations) provided in Section 5 of this packet.

K. Contract Award

The City of Bloomington, Board of Park Commissioners will make the contract award and reserves the right to accept or reject any or all proposals. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful Contractor(s). The contract award will be voted on by the Board at their February 23, 2021 meeting.

Section 3.

Sample Contract Agreement

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR
FOR
PROJECT NAME**

This Agreement, entered into on this ____ day of _____, 201____, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and _____ (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to _____; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before _____, 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 _____ as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department (if this does not apply, please remove)

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed _____ (\$ _____). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Name of the Staff

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

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves

the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington		
Attn: Name Of The Project Manager		
401 N. Morton, Suite 250		
Bloomington, Indiana 47402		

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

NAME OF CONTRACTOR

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

EXHIBIT B
“Project Schedule”

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

Section 4.

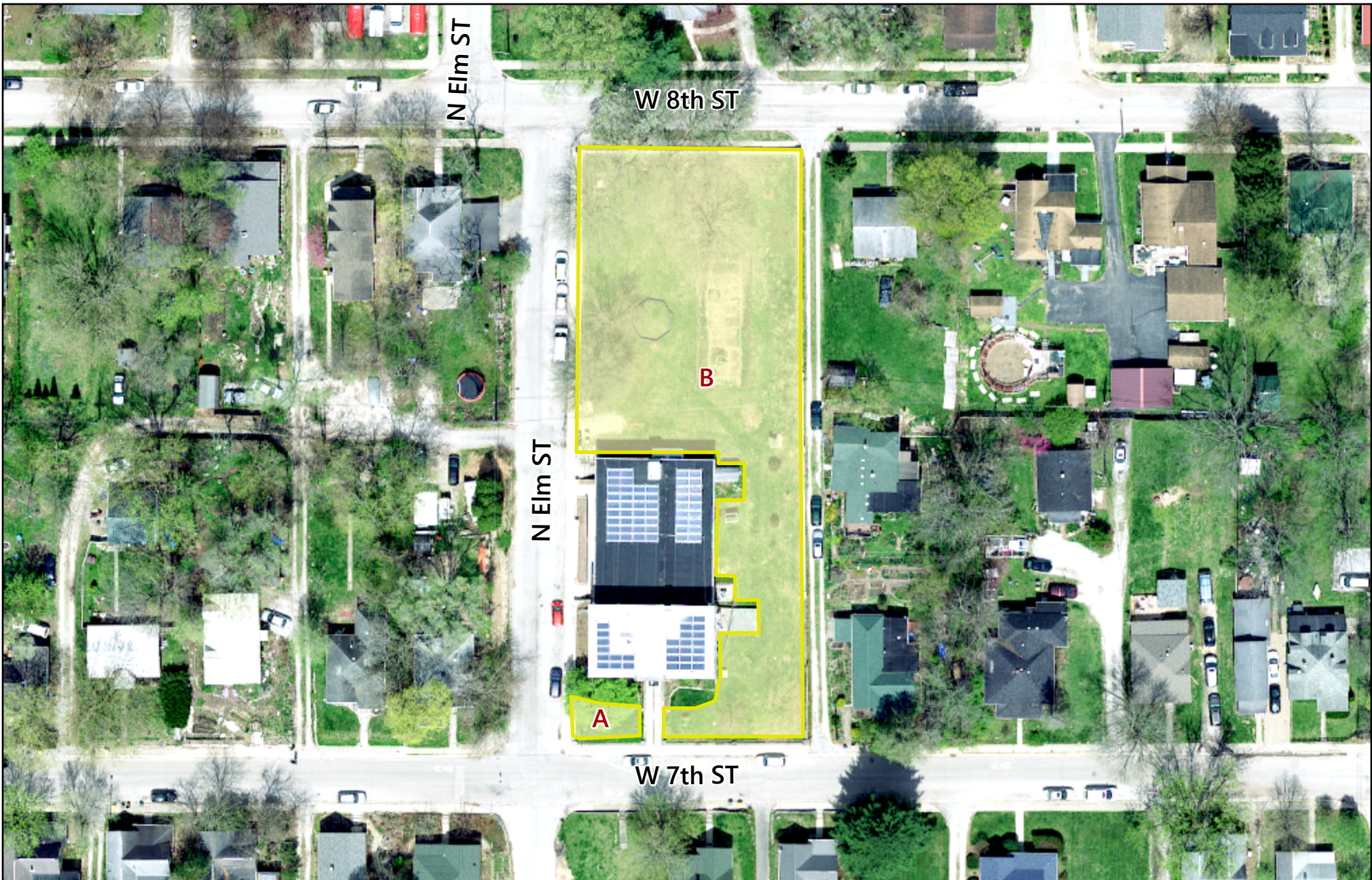
Maps of Proposed Locations

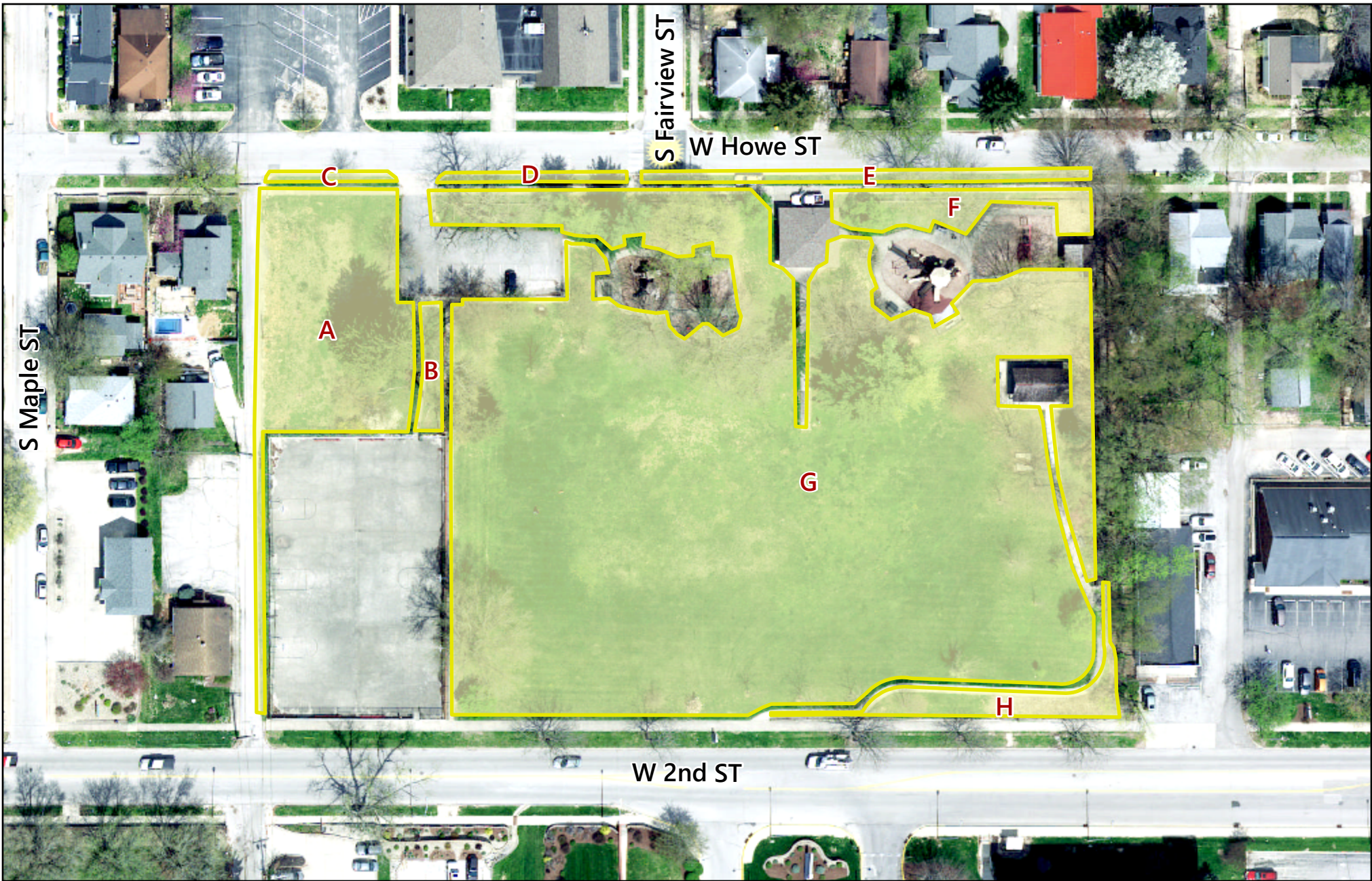
INDEX OF MAPS:**PRIMARY LOCATIONS**

Banneker Community Center
Building and Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park
Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

ALTERNATE LOCATIONS

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoel Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Round-A-Bout





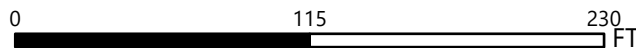
Parks & Rec
Department

**City of
Bloomington**



Building and Trades Park

Mowing Area Approx. Total Area: 112,310.39 sqft



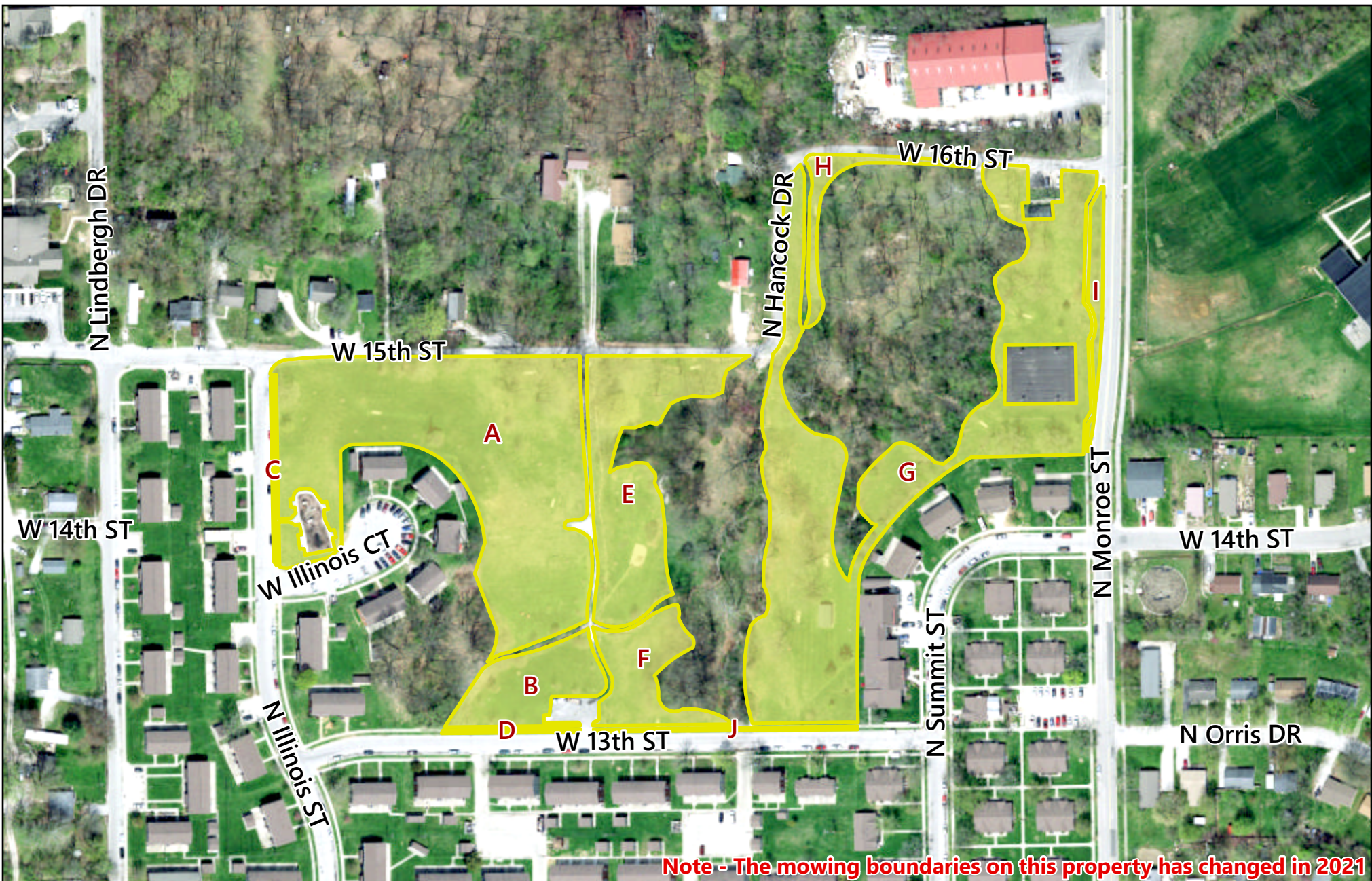
For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

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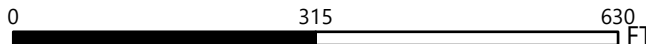
Parks & Rec
Department



**City of
Bloomington**

Crestmont

Mowing Area Approx. Total Area: 364,523.40 sqft



For use as map information only, information is NOT warranted.

Produced: 12/22/2020

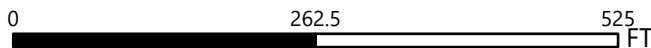


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Ferguson Dog Park

Mowing Area Approx. Total Area: 297,397.88 sqft

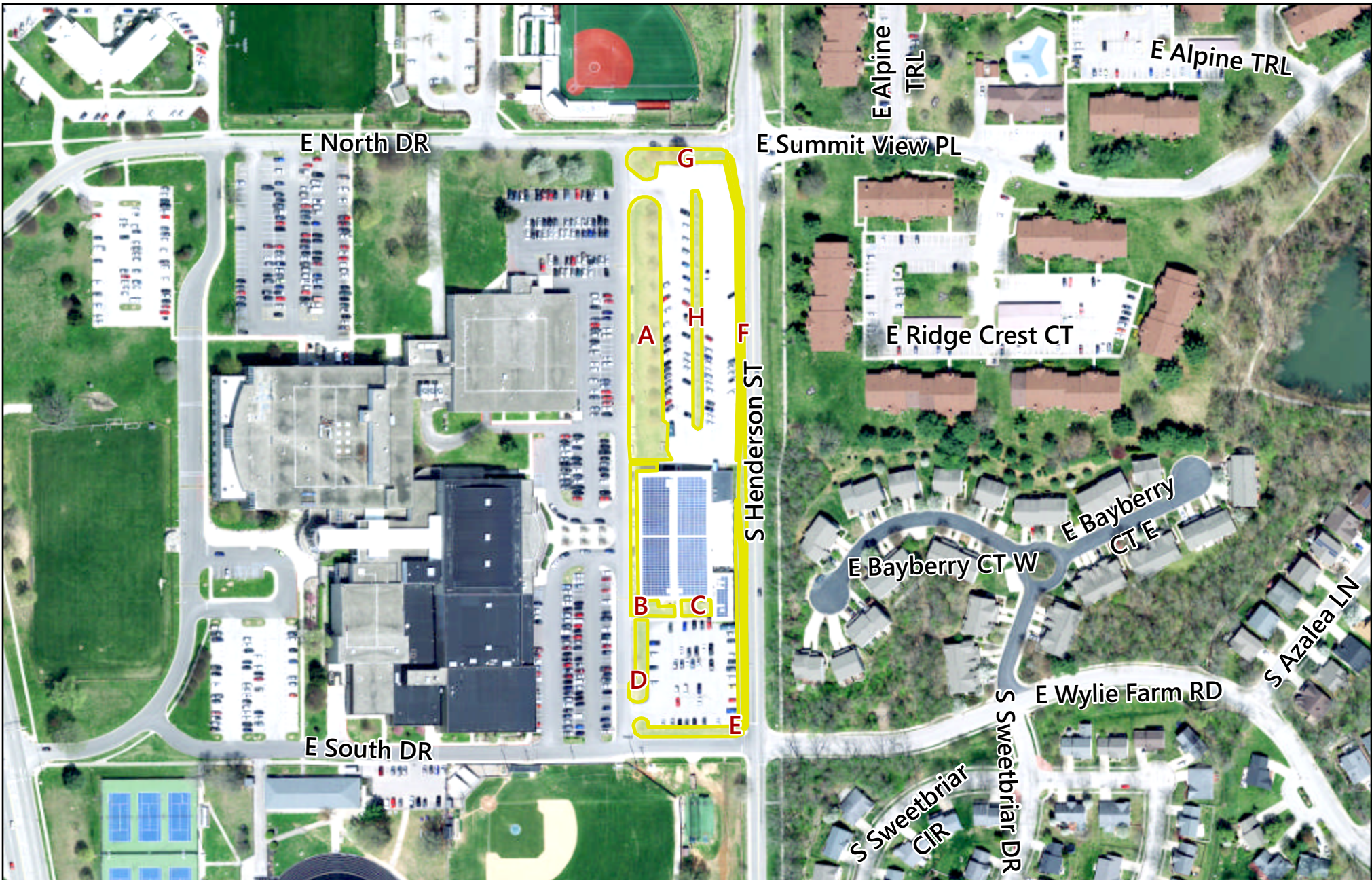


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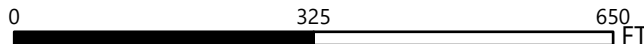
Parks & Rec
Department



**City of
Bloomington**

Frank Southern Ice Arena

Mowing Area Approx. Total Area: 51,724.49 sqft



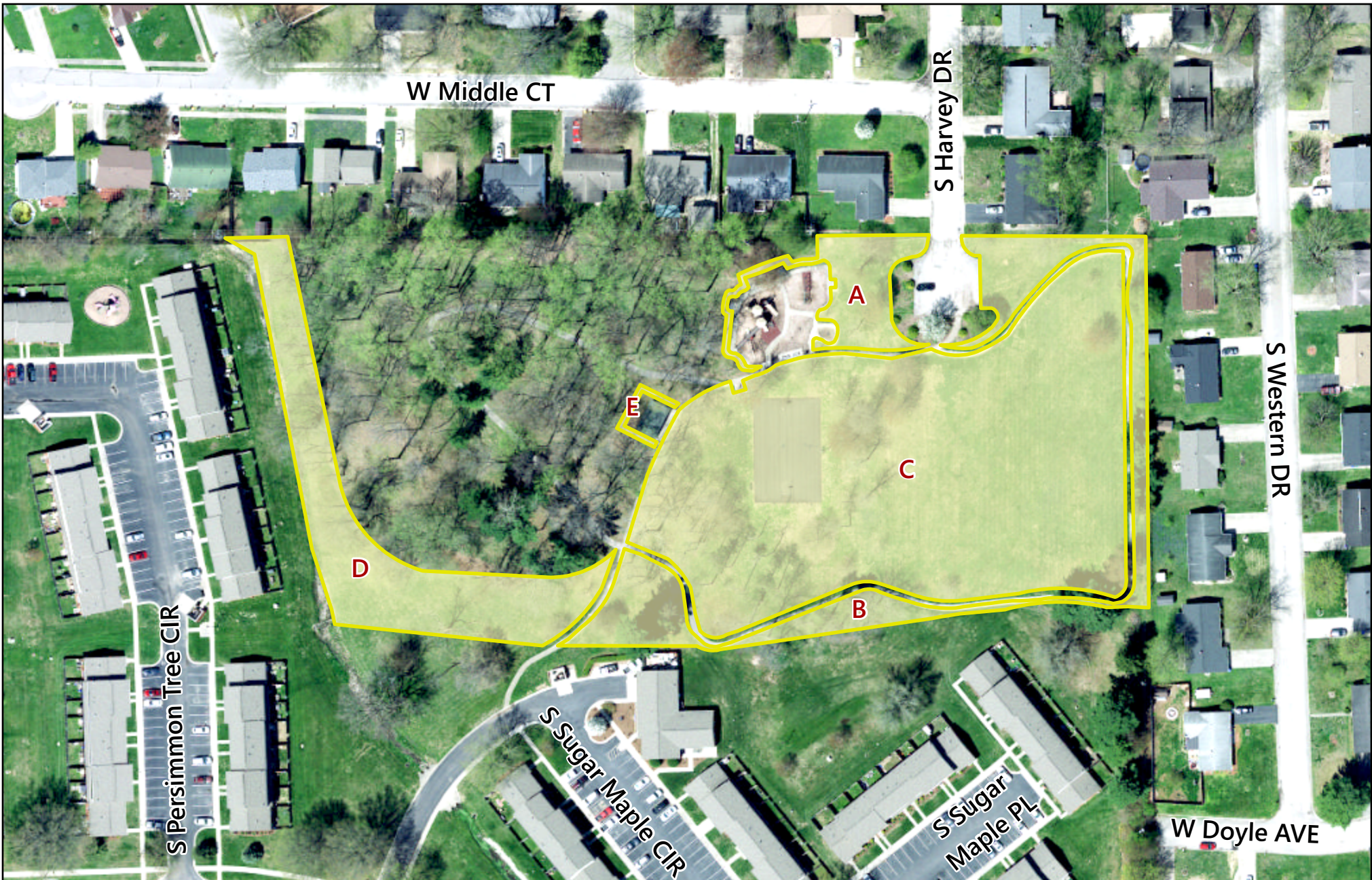
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Author: stierm

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Parks & Rec
Department

**City of
Bloomington**



Highland Village Park

Mowing Area Approx. Total Area: 150,584.38 sqft

0 185 370
FT

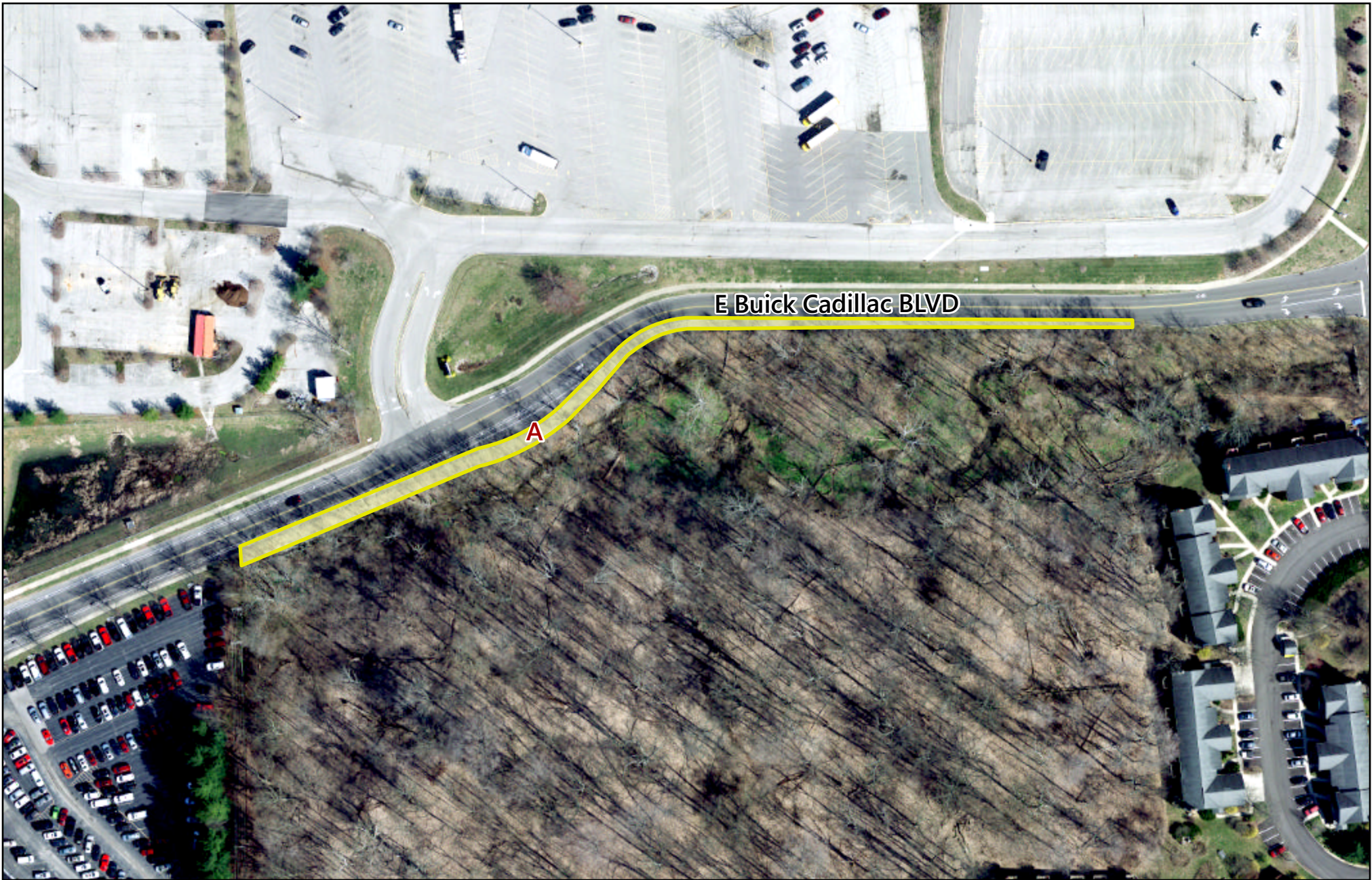
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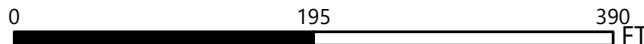


E Buick Cadillac BLVD

A

Latimer Woods

Mowing Area Approx. Total Area: 11,015.56 sqft

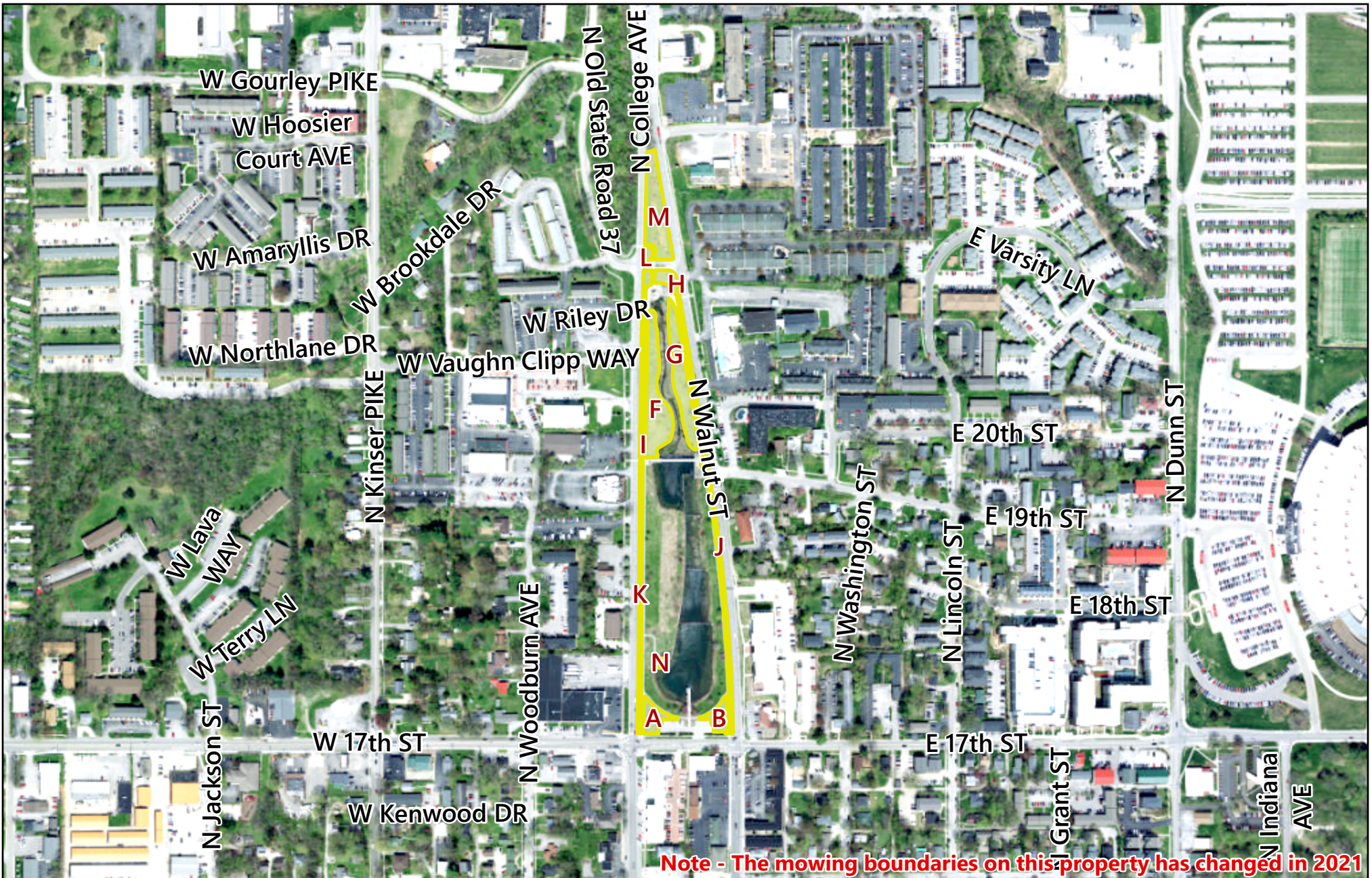


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Produced: 12/17/2020



Author: stierm
File: MowAreaLayout_L



Parks & Rec
Department



**City of
Bloomington**

Miller-Showers Park

Mowing Area Approx. Total Area: 114,187.46 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



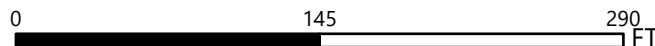
Author: stierm

File: MowAreaLayout_L



Mills Pool

Mowing Area Approx. Total Area: 82,574.87 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm
File: MowAreaLayout_L



Parks & Rec
Department

**City of
Bloomington**



Park Ridge East Park

Mowing Area Approx. Total Area: 80,908.05 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



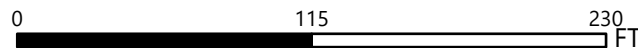
Parks & Rec
Department



**City of
Bloomington**

Park Ridge Park

Mowing Area Approx. Total Area: 24,169.97 sqft



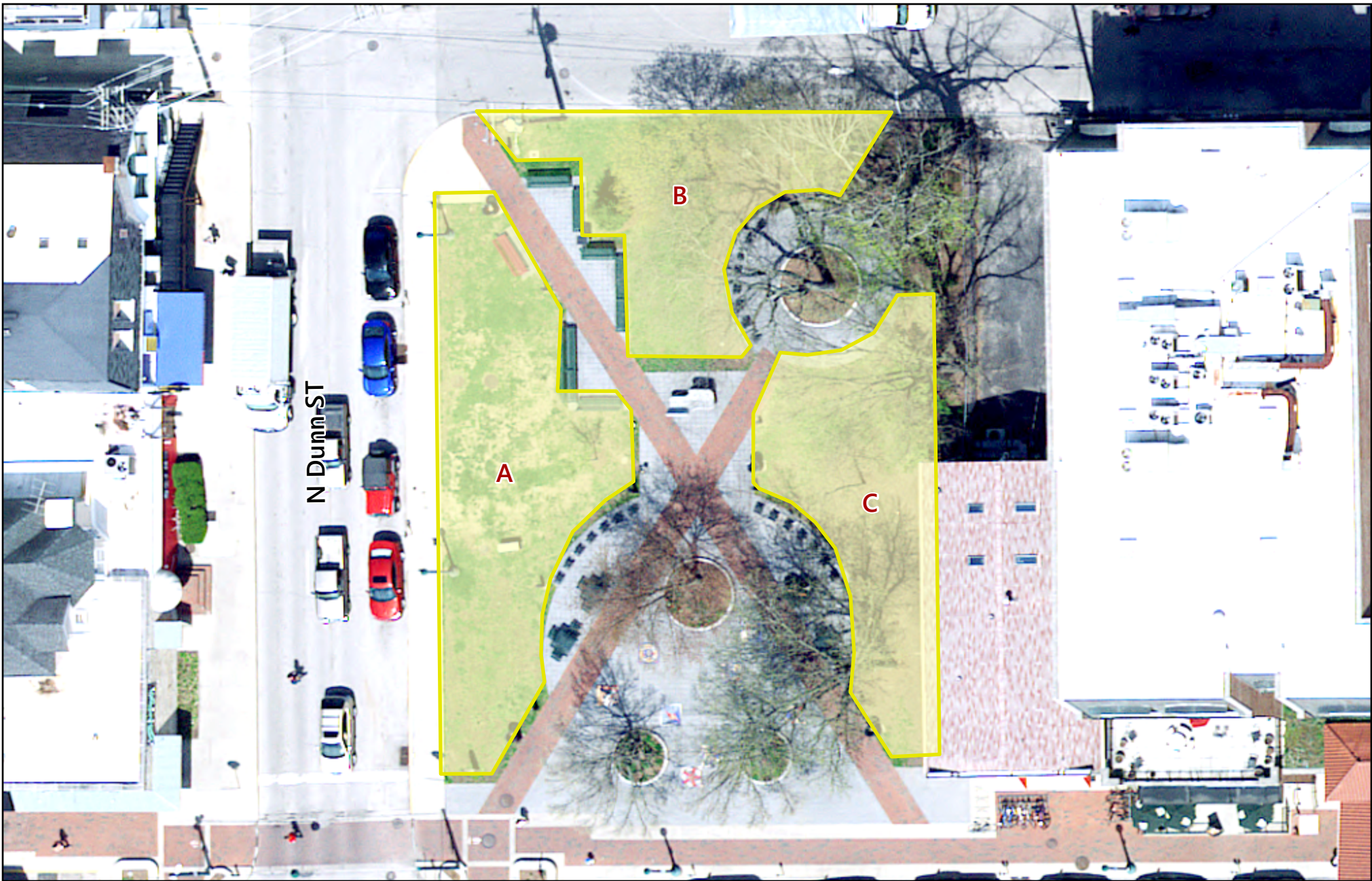
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Produced: 12/17/2020



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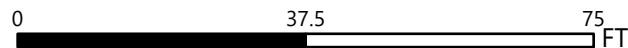
Parks & Rec
Department



**City of
Bloomington**

People's Park

Mowing Area Approx. Total Area: 6,257.22 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



Note - The mowing boundaries on this property has changed in 2021

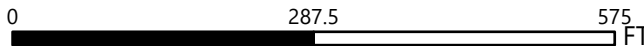
Parks & Rec
Department



**City of
Bloomington**

RCA Community Park

Mowing Area Approx. Total Area: 286,432.85 sqft



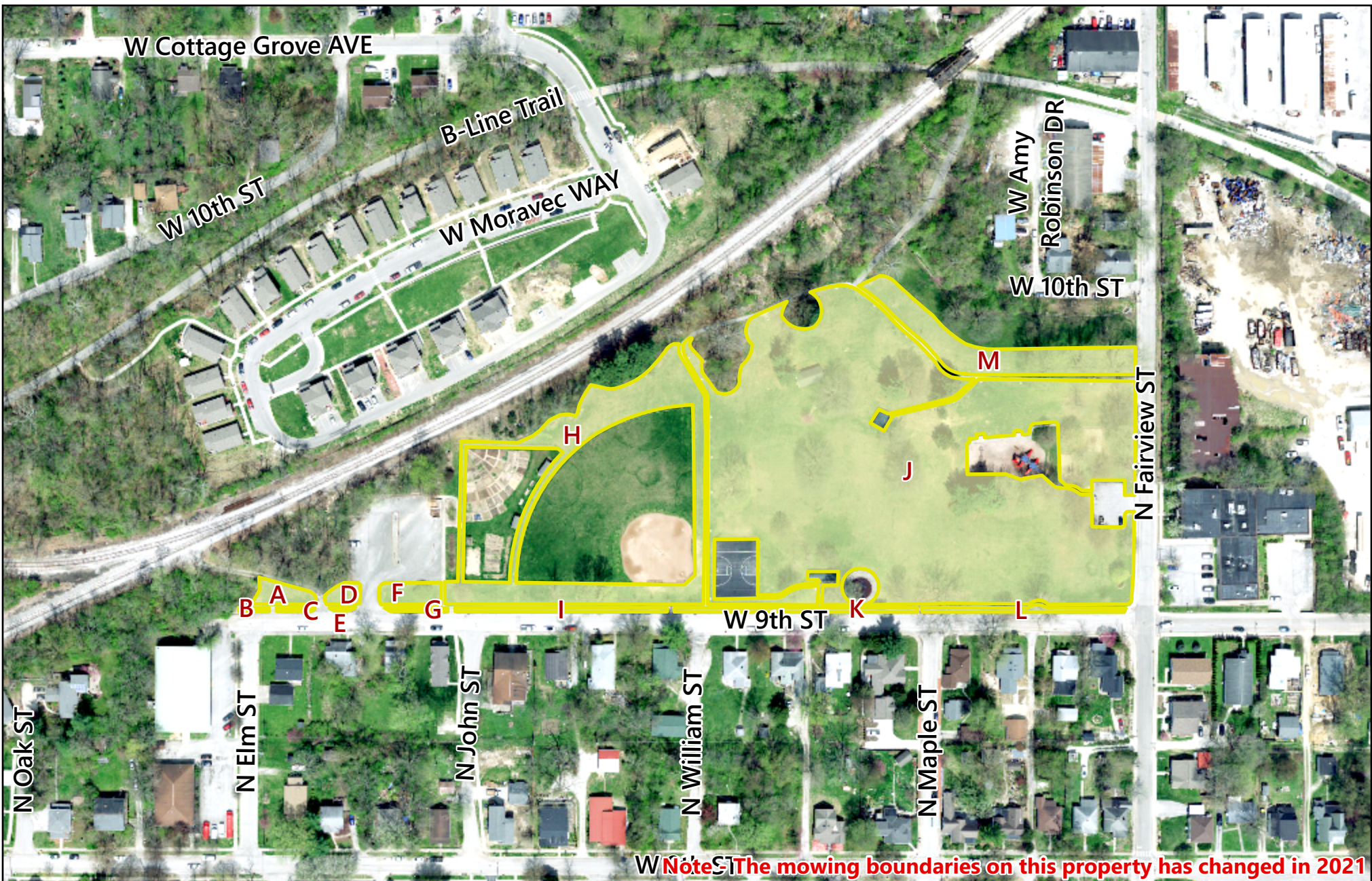
For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



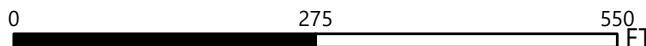
Parks & Rec
Department



**City of
Bloomington**

Rev. Ernest D. Butler Park

Mowing Area Approx. Total Area: 229,742.09 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm
File: MowAreaLayout_L



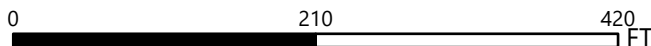
Parks & Rec
Department

**City of
Bloomington**



Schmalz Farm Park

Mowing Area Approx. Total Area: 126,304.49 sqft

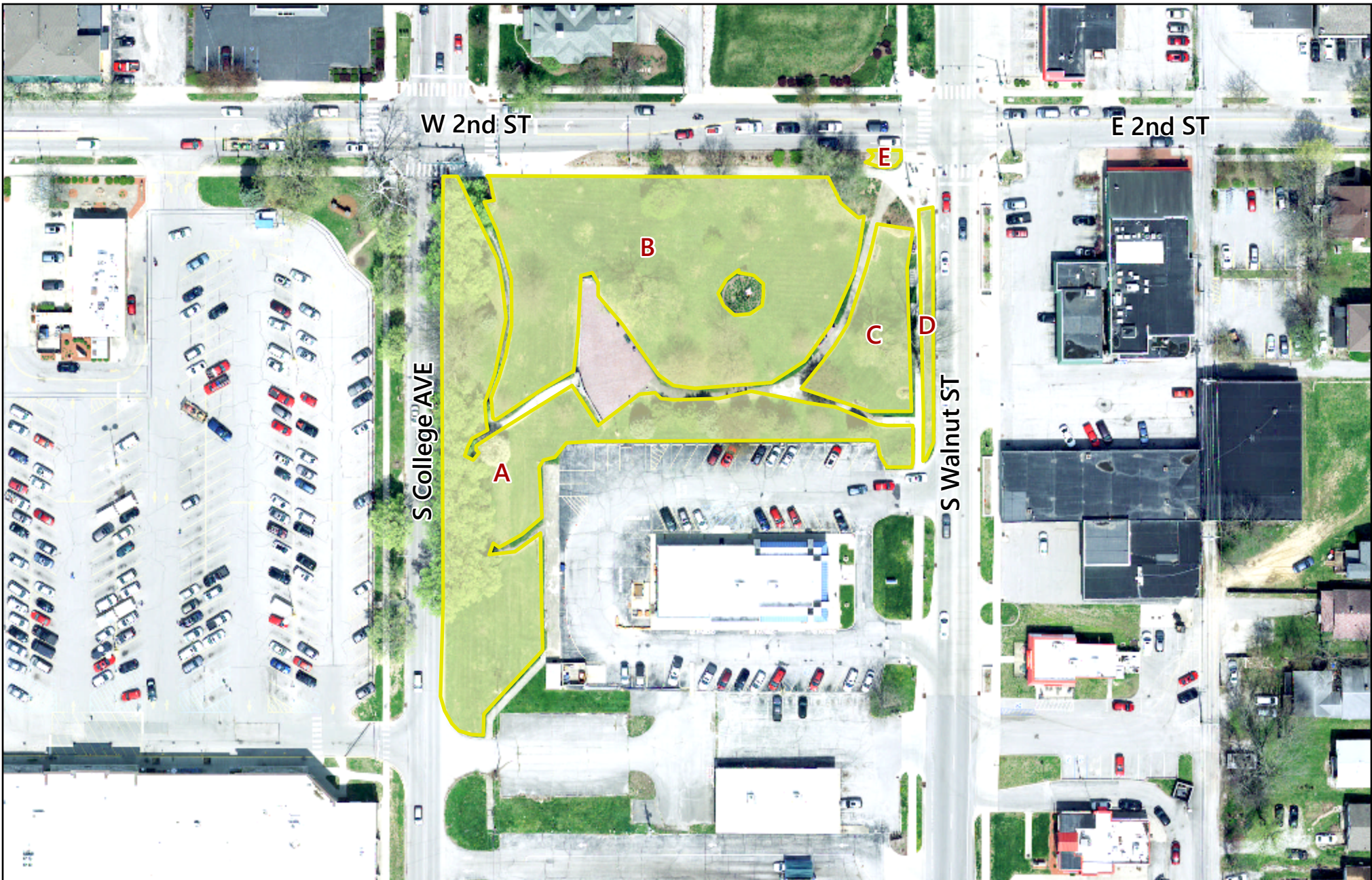


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Produced: 12/17/2020



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File: MowAreaLayout_L



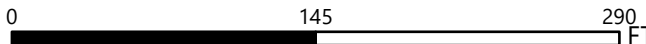
Parks & Rec
Department



**City of
Bloomington**

Seminary Park

Mowing Area Approx. Total Area: 65,259.35 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



Parks & Rec
Department



**City of
Bloomington**

Southeast Park

Mowing Area Approx. Total Area: 178,809.78 sqft



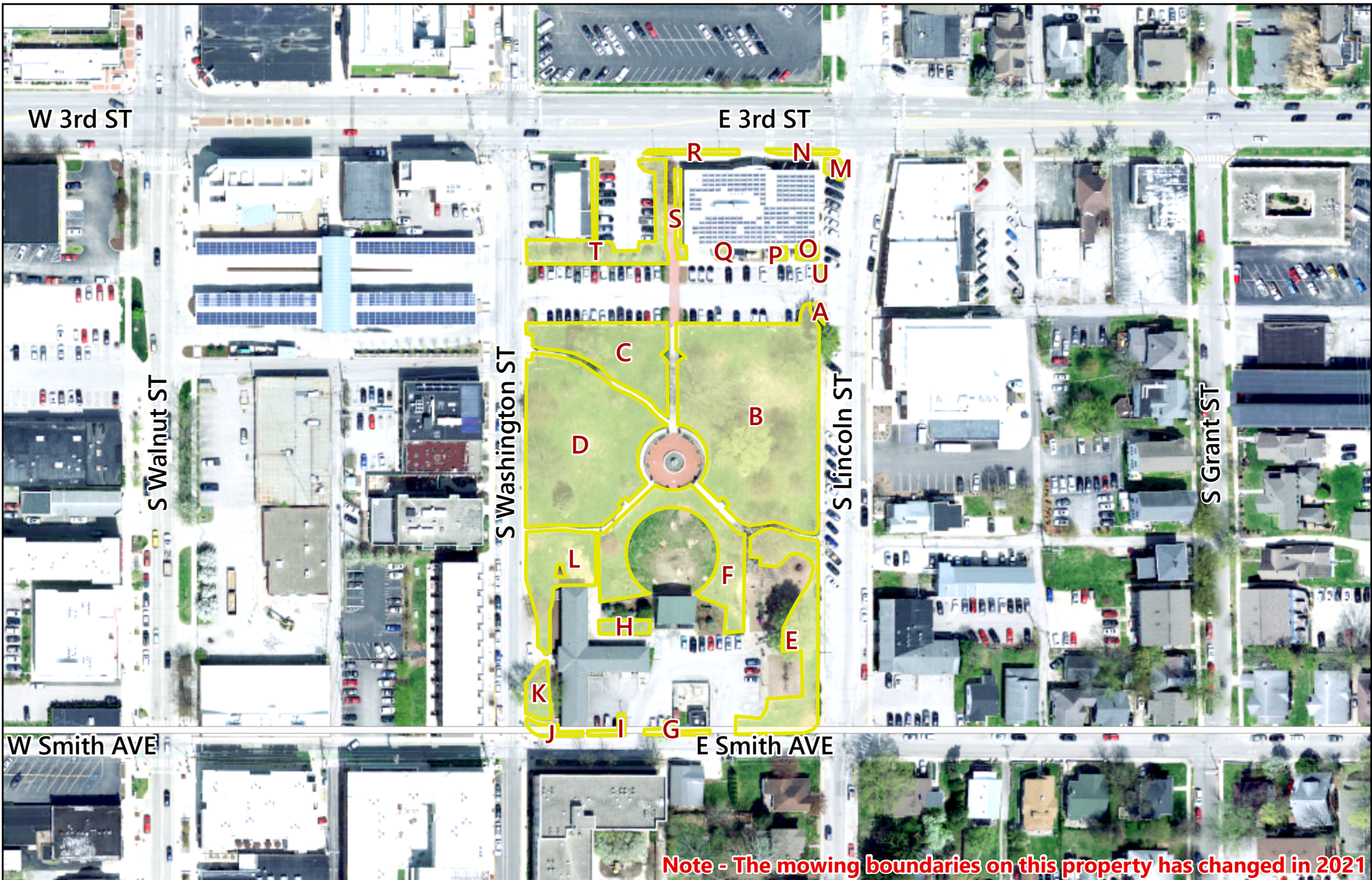
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Produced: 12/17/2020



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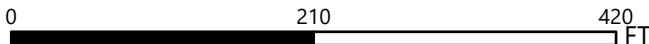
Parks & Rec
Department



**City of
Bloomington**

Waldron, Hill and Buskirk Park

Mowing Area Approx. Total Area: 82,096.43 sqft



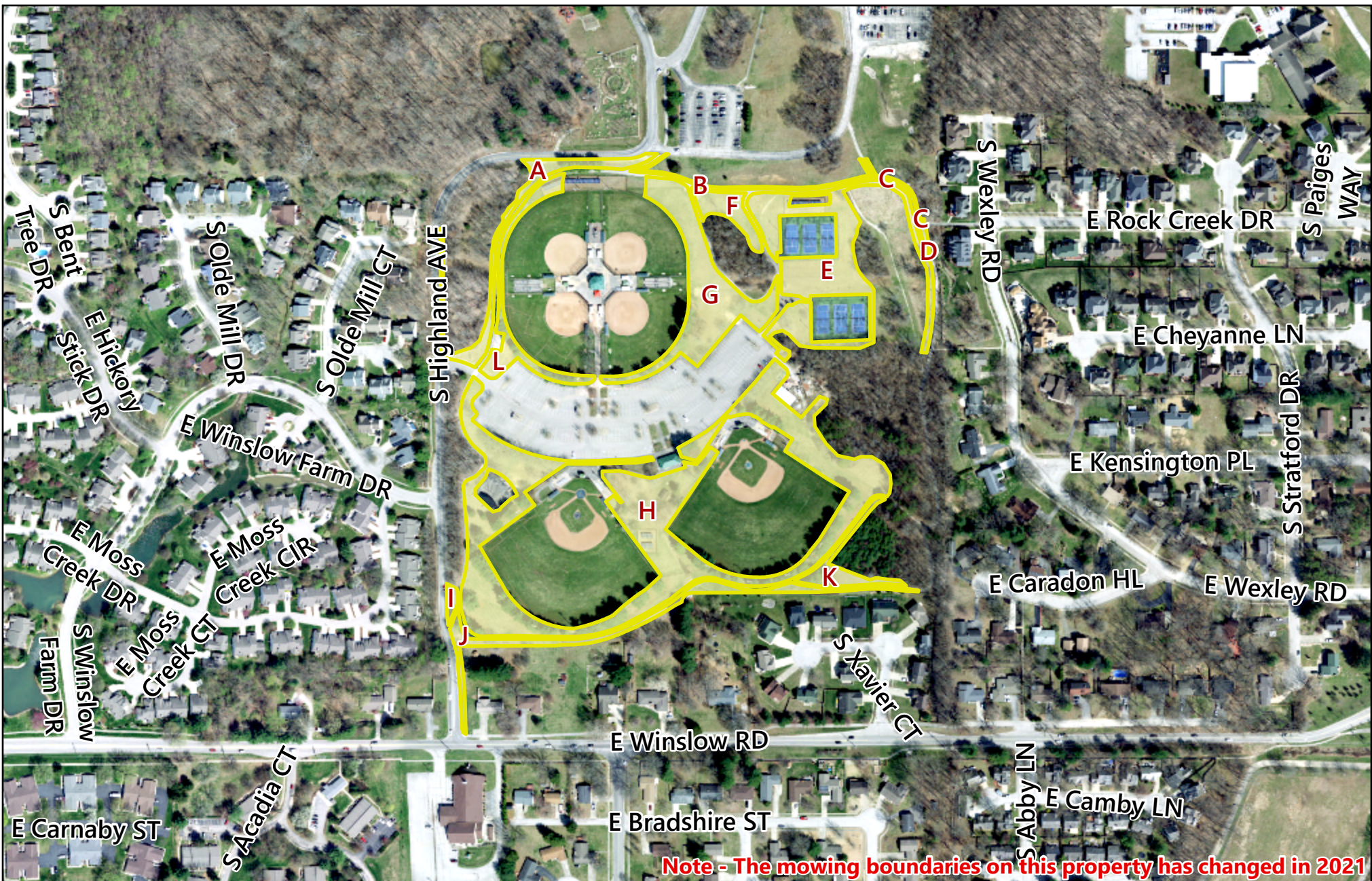
For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



Parks & Rec
Department

**City of
Bloomington**



Winslow Sports Complex

Mowing Area Approx. Total Area: 434,843.31 sqft



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Author: stierm

File: MowAreaLayout_L



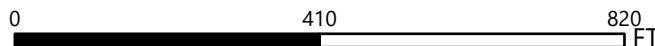
Parks & Rec
Department



**City of
Bloomington**

Winslow Woods Park

Mowing Area Approx. Total Area: 101,907.71 sqft

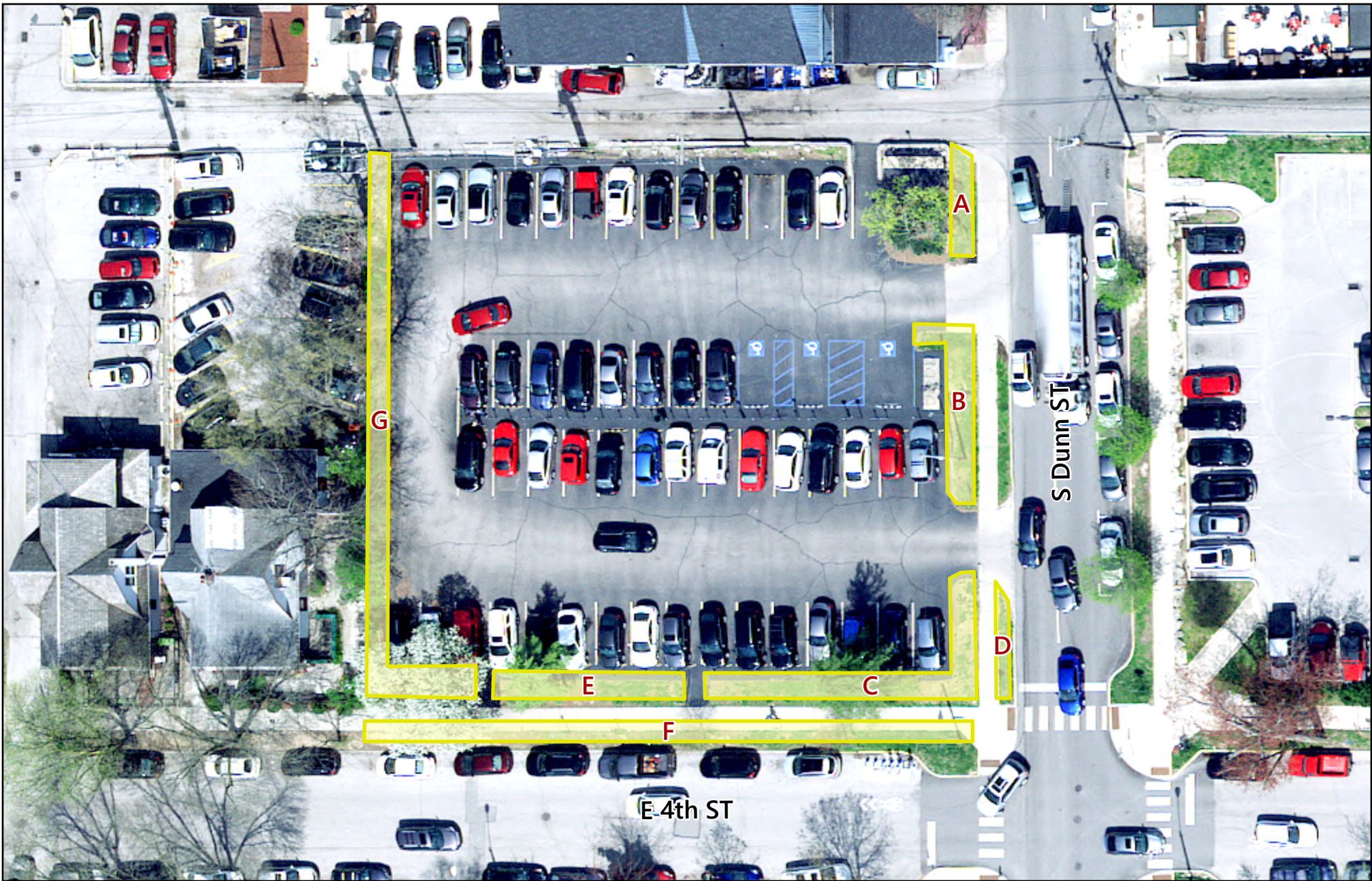


For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm
File: MowAreaLayout_L



Parks & Rec
Department



**City of
Bloomington**

4th Street & Dunn Street Parking Lot

Mowing Area Approx. Total Area: 3,264.05 sqft



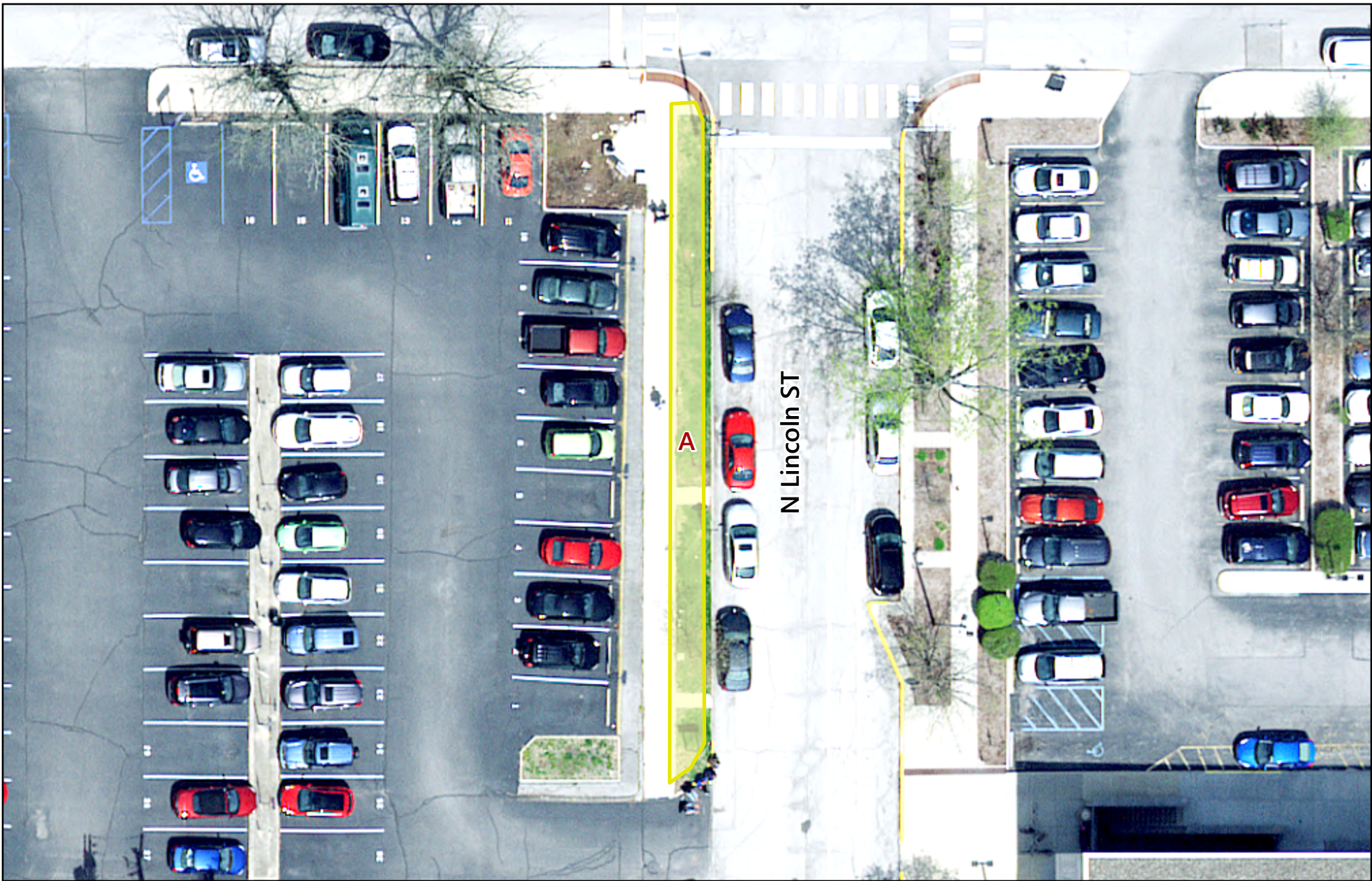
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Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



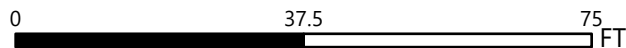
Parks & Rec
Department

**City of
Bloomington**



6th Street & Lincoln Street

Mowing Area Approx. Total Area: 807.29 sqft



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Author: stierm
File: MowAreaLayout_L





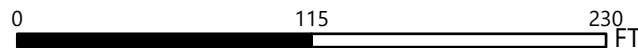
Parks & Rec
Department



**City of
Bloomington**

College Mall Road & Moores Pike

Mowing Area Approx. Total Area: 15,723.49 sqft



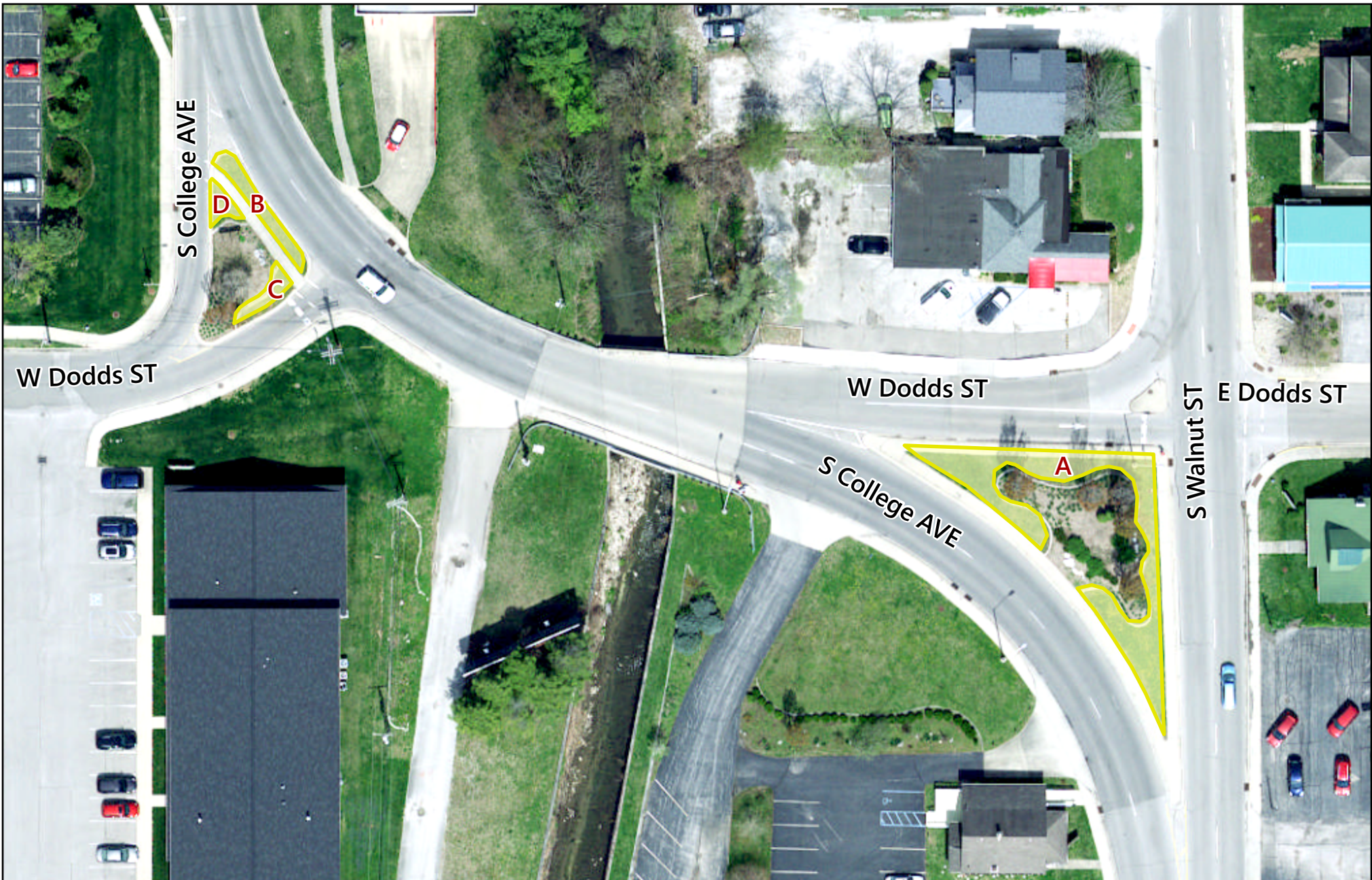
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Produced: 12/17/2020



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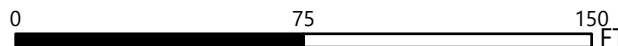
Parks & Rec
Department



**City of
Bloomington**

Dodds Street Triangle Medium Islands

Mowing Area Approx. Total Area: 2,514.62 sqft



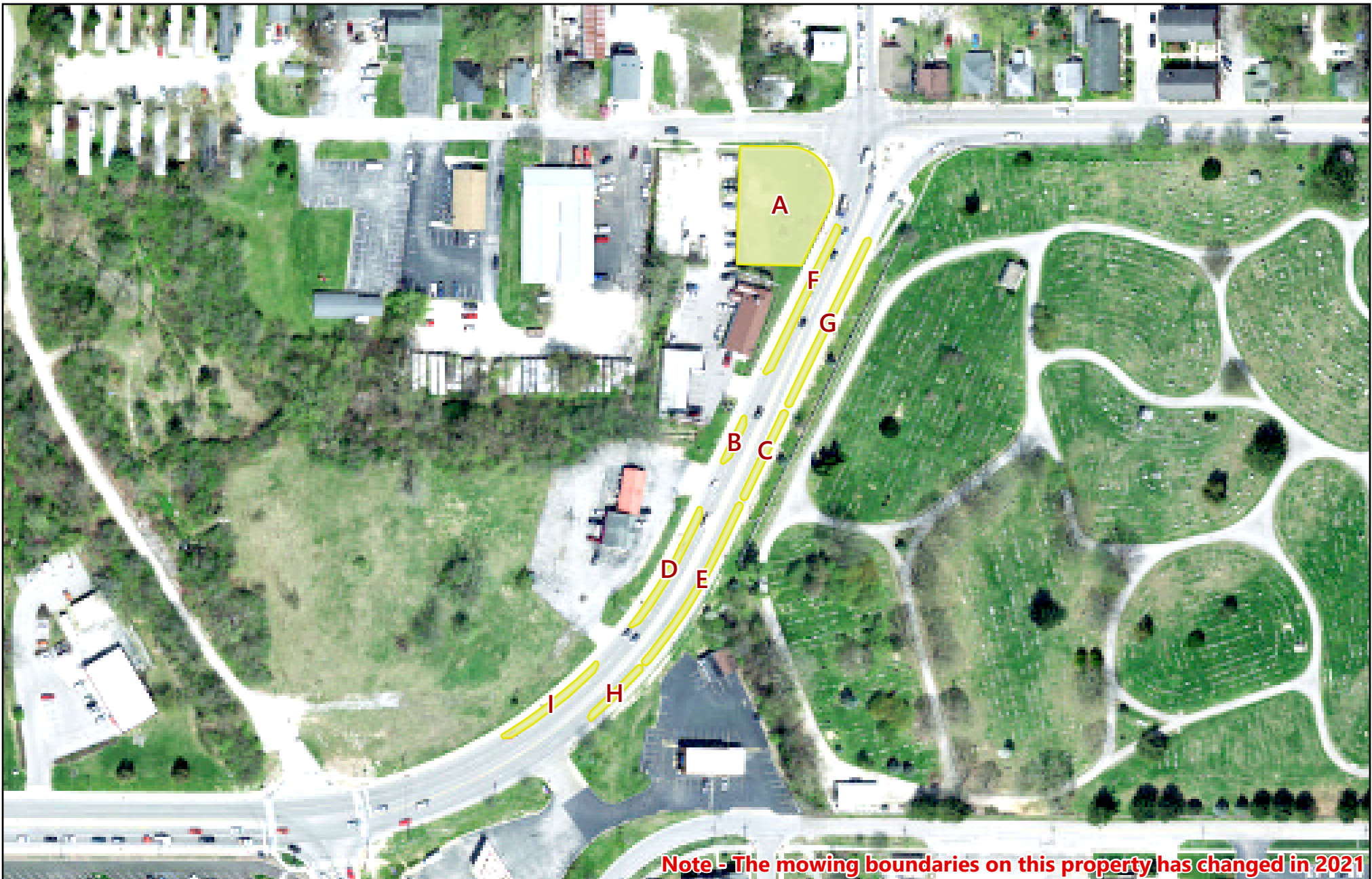
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Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L





S Madison ST

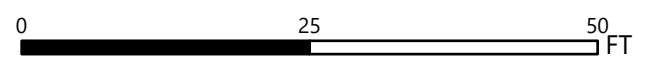
W Patterson DR

A

B

McDoel Gardens

Mowing Area Approx. Total Area: 2,955.94 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020

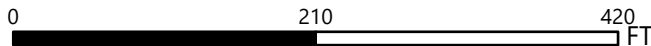


Author: stierm
File: MowAreaLayout_L



Patterson Drive

Mowing Area Approx. Total Area: 48,230.00 sqft



For use as map information only, information is NOT warranted.





Parks & Rec
Department



**City of
Bloomington**

Polly Grimshaw Trail

Mowing Area Approx. Total Area: 28,481.68 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



Parks & Rec
Department



**City of
Bloomington**

South of Sare Medians

Mowing Area Approx. Total Area: 8,033.21 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



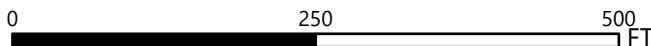
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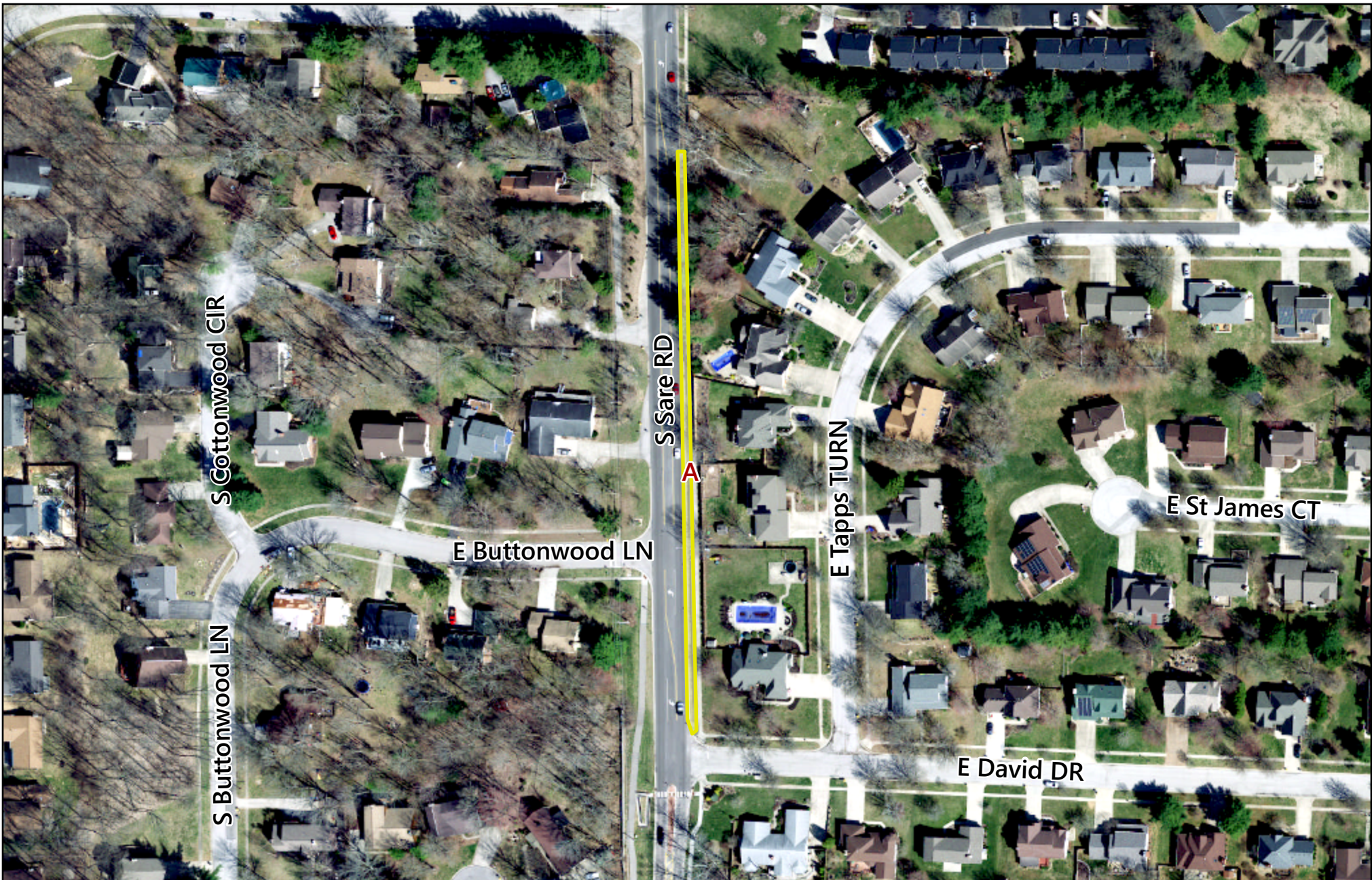
South Sare Road and East Rhorer Road, NE Corner

Mowing Area Approx. Total Area: 35,962.89 sqft



For use as map information only, information is NOT warranted.





Parks & Rec
Department



**City of
Bloomington**

South Sare Road, East Side Wall

Mowing Area Approx. Total Area: 6,002.86 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



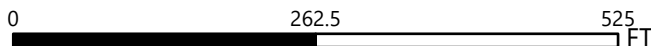
Parks & Rec
Department



**City of
Bloomington**

South Sare Road, West Side Hill

Mowing Area Approx. Total Area: 12,480.40 sqft



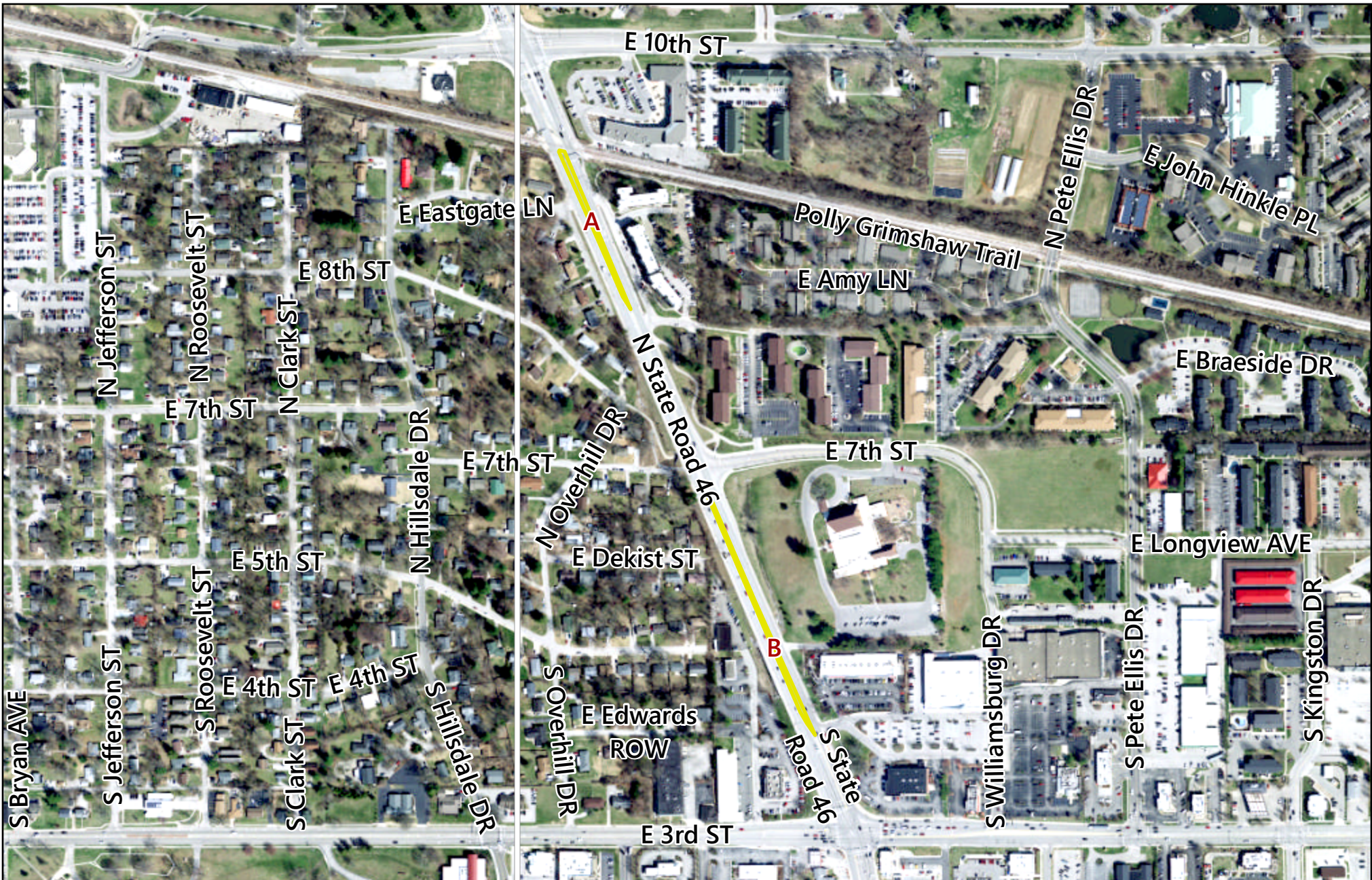
For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



Parks & Rec
Department



**City of
Bloomington**

SR 46 Median Islands

Mowing Area Approx. Total Area: 15,687.12 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L



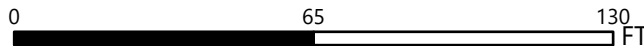
Parks & Rec
Department



**City of
Bloomington**

West 8th Street, Adams Street, & Vernal Pike

Mowing Area Approx. Total Area: 14,661.67 sqft

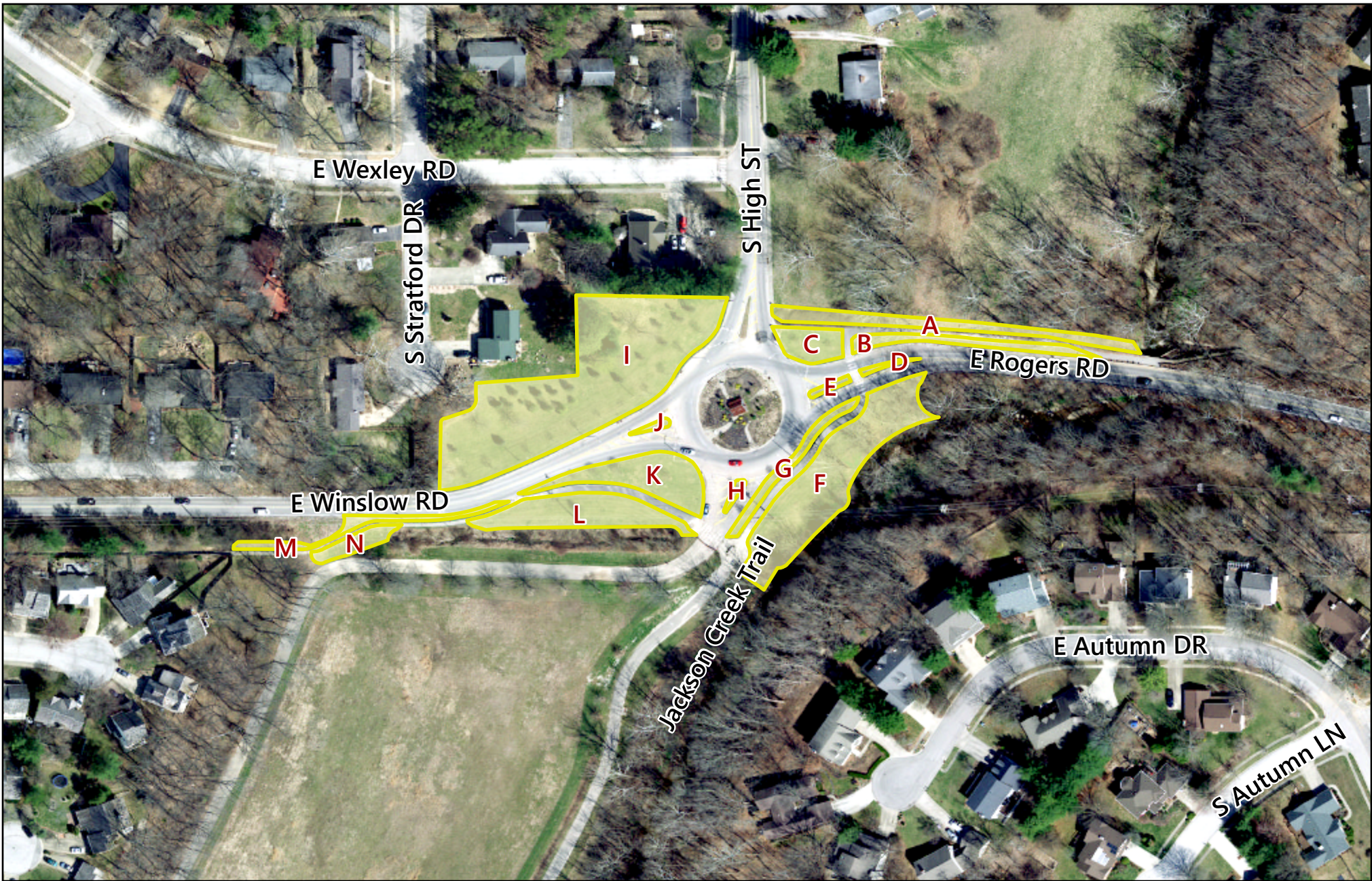


For use as map information only, information is NOT warranted.

Produced: 12/17/2020



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File: MowAreaLayout_L



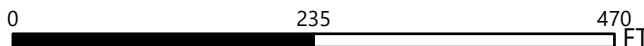
Parks & Rec
Department



**City of
Bloomington**

Winslow, Road, High Street, Rogers Road Round-A-Bout

Mowing Area Approx. Total Area: 79,301.53 sqft



For use as map information only, information is NOT warranted.

Produced: 12/17/2020



Author: stierm

File: MowAreaLayout_L

Section 5.

Mowing Quote Forms- **Primary and Alternate Locations**

Mowing Quote Form- Primary Locations

Location	Cost Per Mowing Cycle
Banneker Community Center	= \$
Building and Trades Park	= \$
Crestmont Park	= \$
Ferguson Dog Park	= \$
Frank Southern Ice Arena	= \$
Highland Village Park	= \$
Latimer Woods	= \$
Miller-Showers Park	= \$
Mills Pool	= \$
Park Ridge East Park	= \$
Park Ridge Park	= \$
Peoples Park	= \$
RCA Community Park	= \$
Rev. Ernest D. Butler Park	= \$
Schmalz Farm Park	= \$
Seminary Park	= \$
Southeast Park	= \$
Waldron, Hill, & Buskirk Park (includes BPD & AJB)	= \$
Winslow Sports Complex	= \$
Winslow Woods Park	= \$
Total cost of all locations per mowing cycle	= \$
Multiply by 26 (average number of cycles per year)	X 26
Total Average Yearly Cost	= \$

Please Remember:

- Quoted prices **MUST** remain in effect for the duration of the one (1) year contract.
- No guaranteed minimum or maximum number of mowing cycles is stated or implied.

Name of Company: _____

Signature of Responsible Party: _____

Printed Name of Responsible Party: _____

Date: _____

Contact Information

Address: _____

City: _____

State & ZIP: _____

Phone #1: _____

Phone #2: _____

Email: _____

Reminder!

An approved affirmative action plan must be on file with the City of Bloomington prior to submitting quote.

The following must be submitted with Quote:

1. Proof of insurance, or proof of ability to obtain insurance.
2. List of mowing equipment inventory
3. Provide two or more references
4. Provide details of experience in the Lawn Care business.

Mowing Quote Form- Alternate Locations

Location	Cost Per Mowing Cycle
4th Street & Dunn Street Parking Lot	= \$
6th Street & Lincoln Street	= \$
7th Street & Morton Street	= \$
College Mall Road & Moores Pike (NE Corner)	= \$
Dodds Street Triangle Median Islands (2)	= \$
Kirkwood Avenue & North Adams Street (SW corner)	= \$
McDoel Gardens	= \$
Patterson Drive	= \$
Polly Grimshaw Trail	= \$
South Sare Road and East Rhorer Road, NE corner	= \$
South Sare Road Medians (6)	= \$
South Sare Road (Eastside Wall)	= \$
South Sare Road (West Side Hill)	= \$
SR 46 Median Islands	= \$
West 8th Street, Adams Street, & Vernal Pike	= \$
Winslow Road, Rogers Road, High Street Round-A-Bout	= \$
Total cost of all locations per mowing cycle	= \$
Multiply by 26 (average number of cycles per year)	X 26
Total Average Yearly Cost	= \$

Please Remember:

- Quoted prices **MUST** remain in effect for the duration of the one (1) year contract.
- No guaranteed minimum or maximum number of mowing cycles is stated or implied.

Name of Company:

Signature of Responsible Party:

Printed Name of Responsible Party:

Date:

Contact Information

Address:

City:

State & ZIP:

Phone #1:

Phone #2:

Email:

Reminder!

An approved affirmative action plan must be on file with the City of Bloomington prior to submitting quote.

The following must be submitted with Quote:

1. Proof of insurance, or proof of ability to obtain insurance.
2. List of mowing equipment inventory
3. Provide two or more references
4. Provide details of experience in the Lawn Care business.

Section 6.

Bloomington Parks and Recreation Integrated Pest Management Plan

Bloomington Parks and Recreation Integrated Pest Management (IPM) Plan

Approved by the Board of Park Commissioners
December 16, 2017

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- II. IPM Goals**
- III. Description and Scope of IPM**
- IV. Program Components**
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 - b. Criteria for selection and use of pesticides
 - i. Approved use products
 - ii. Evaluation of pesticides
 - c. Exemptions
 - d. Notification of Pesticide Application
 - e. Recordkeeping
 - f. Storage
- V. Property Management Information**
- VI. IPM Plan Review and Public Input**
- VII. Staff training**
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 - c. Annual staff orientation
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- IX. Appendix**
 - a. Licensed/Approved Applicator List (by position)
 - b. Definitions
 - c. Pesticide Use Policy
 - d. Pesticide Information (by Parks and Recreation Department Divisions)
 - i. Pesticide Product list
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 - iii. IISC Information
 - e. Invasive Species Treated Outside IISC List
 - f. Example Notification Signage
 - g. Acknowledgements

I. Integrated Pest Management (IPM) Plan Mission Statement

It is the mission of the City of Bloomington Parks and Recreation Department's IPM Plan to sustain the beauty, recreation potential, and ecological diversity of the City's parks and recreation assets in a safe and responsible manner. This plan will take into account the health and safety of the public and Department staff, and the impact to the environment in an effort to minimize the use of pesticides in City parks.

II. IPM Goals

- Minimize the use of pesticides by adhering to common sense principles of IPM, to the point of no pesticide use whenever possible and practical.
- Minimize the risk to human health and the environment by encouraging the use of non-chemical controls as alternatives. When chemical treatments are deemed necessary, such treatments will be used carefully to reduce non-target adverse effects on public, staff, and natural resources.
- Maintain landscaped areas reasonably free of weeds to preserve the function and aesthetic appearance of public areas and City facilities.
- Provide healthy, high-quality and sustainable facilities, parks, and public spaces that support native biodiversity.
- Provide a model of responsible environmental stewardship for the community.
- Conduct ongoing staff training to address risk and safety factors (e.g. use of protective equipment, product labels, and weather conditions), innovative pest control methods, and other pest management practices. Training will include education about the flora and fauna that are targets for preservation and eradication.
- Establish consistent, comprehensive, and transparent documentation of pest activities and control actions throughout the Parks and Recreation Department. Collected data will be used to determine the effectiveness of control methods.
- Identify staff positions authorized to use pesticides via an up-to-date list of licensed pesticide applicators.
- Create a consistent public notification procedure to inform and educate the public about when, where, and what type of pesticides are applied.

III. Description and Scope of IPM

IPM is a decision-making process which selects, integrates, and implements pest control strategies to prevent or control pest populations. IPM relies on the use of site-specific information about environmental conditions, visitor use, and pest biology and behavior to prevent or control pests that interfere with the purpose and use of a particular site. In choosing control strategies, impacts to human health, the environment, and non-target organisms are considered.

This IPM Plan applies to all pest control activities and pesticide use in buildings and facilities grounds and open spaces, ballfields, the golf course, and other property owned or managed by

the City of Bloomington Parks and Recreation Department. All employees and contractors hired by the City are required to adhere to this plan.

IV. Program Components

- **Threshold levels**

An acceptable threshold level of treatment for each target pest and site will be established to determine if treatment is warranted. Each Division (Operations, Sports, Recreation Services) will establish threshold levels for common pests on each property they manage. In some instances, treatment may be required by federal or state law. The assessment will be based on the following:

1. The tolerable levels of environmental, aesthetic and/or economic impacts as a result of the pest population(s) and the tolerable level of risk to human health as a result of the pest population(s);

OR

2. The size or density of the pest population that must be present to cause unacceptable environmental, aesthetic and/or economic impacts; and the size, density and type of pest population that must be present to create a human health risk.

Action thresholds will be guided by the official invasive species list of the Indiana Invasive Species Council (IISC) and accumulated knowledge and experience in treating pests on each property. The ranking system used in the IISC lists will direct management efforts, with a focus on high-priority invasive species specific to the City of Bloomington.

Areas that experience a high volume of visitors will remain primarily pesticide-free. Preventative, best management practices will be used to maintain property function and visitor safety. Exemptions may be granted, if necessary, for pests that threaten visitor safety and hinder the function of the area, such as stinging insects. The presence of stinging insects in particular presents a low threshold for pesticide treatment due to their impact on visitor safety. All exemptions for treatments will go through the approval process outlined below.

Established pesticide-free areas include, but are not limited to:

1. Playgrounds – No pesticides will be applied inside or within 25 feet of the boundary of playgrounds.
2. Dog Parks – No pesticides will be applied inside or within 25 feet of the outside perimeter of dog parks.
3. Shelters – No pesticides will be applied inside or within 25 feet of shelter facilities.
4. Swimming/Wading Pools – No pesticides will be applied inside or within 25 feet of an outdoor pool during the season it is open to the public.

- **Criteria for Selection and Use of Pesticides**

The Parks and Recreation Department shall maintain landscaped areas reasonably free of pests and weeds to preserve the function and aesthetic appearance of public areas. Eliminating all weeds and pests from parks is not a goal of this plan.

Pesticides shall be used only after other non-pesticide means of control have been attempted or have been determined to be ineffective or cost prohibitive. Preventative practices will play a significant role in controlling pests prior to the use of pesticides, including best management practices such as planting native competitors to invasive species, and adjusting the mowing schedule to discourage invasive growth. Application of pesticides shall comply with the provisions of this plan as well as state and federal law.

The selection and use criteria for pesticides shall conform to standard IPM principles. Upon determining that any treatment is necessary, the Department will use the following criteria to help select the appropriate IPM treatment strategy:

- a) Least-disruptive of natural controls
- b) Least-hazardous to human health
- c) Least-toxic to non-target organisms
- d) Least-damaging to the environment
- e) Most likely to produce a permanent reduction in the site's ability to support target pests
- f) Cost-effectiveness

The products currently in use that are not in toxicity category I or II (signal word Danger or Caution) as determined by the EPA will constitute the Approved Use List, and newly approved chemicals will be guided by the EPA safer choice standard. All chemicals on the list will be subject to the annual review process outlined in Section V. A full list of approved chemicals can be found in the appendix.

- **Exemption Process**

Exemptions to the Approved Use List will take into consideration public input through the Environmental Resources Advisory Council (ERAC) and advice from the Purdue Extension. Park Board meetings and ERAC meetings will serve as opportunities for public input into the IPM plan. All exemptions must be approved by both the Parks Director and the Risk Manager.

To obtain an exemption, the applicator shall submit a written request to the Director and Risk Manager for approval. The Director and Risk Manager shall approve such requests only if the applicator has documented in writing a compelling need to use the pesticide, a good faith effort to find alternatives to the particular pesticide, and that effective alternatives to the particular pesticide do not exist for the proposed use.

The applicator needs to document that non-toxic methods of pest control, such as cultural controls, physical/mechanical controls, and biological controls have been shown to be

ineffective and monitoring has indicated that the pest will cause unacceptable health or safety hazards, or an unacceptable negative impact on the property.

Exemptions shall be granted on a case by case basis and shall apply to a specific pest problem, with the selection and application of such pesticides conforming to the spirit and intent of this policy. The use of toxicity category I or II chemicals will require an exemption from the IPM Plan.

All applications of exempted treatments will be documented through the same standards as treatments used from the Approved List. Exemptions will be reviewed annually in conjunction with the annual review of the IPM plan.

- **Emergency Response**

Exceptions to the exemption process outlined above will be allowed in the event of an emergency if a rapid response to a pest problem is required and no treatment options are on the Approved List. Treatments can be exempted by either the Risk Manager or the Parks Director without the standard written process.

- **Notification of Pesticide Applications**

The Parks and Recreation Department will notify citizens and employees of all pesticide applications conducted on City Parks Properties. All locations that are treated will be subject to the notification procedures outlined in this plan.

Park properties will include designated notification areas at the closest entry point(s) to the treatment area. Prominent signs will be posted before spraying occurs, and will remain for at least 48 hours after application. Individual treatment areas will be flagged as treatment occurs and will remain in place a minimum of 48 hours after treatment.

Signs shall contain the name and active ingredient of the pesticide products, the target pest, the date of pesticide use, the signal word indicating the toxicity category of the pesticide product, and the date for re-entry, if any is required, to the area treated. Signs will also describe what is being done as part of the treatment, the goal of the treatment, and why the treatment is warranted. Signs shall be of a standardized design that are easily recognizable to the public and workers.

An up-to-date list of all pesticide treatments conducted in park properties will be available on the Department website.

- **Record Keeping of Pesticide Applications**

Each division shall keep accurate records of all treatments used and the results. Information on all treatments (including non-chemical ones) shall include how, when, where and why the treatment was applied and the name of the applicator. Chemical

applicators will record: site of application, date of application, target pest, name of the product and active ingredient of the pesticide(s) applied, amount of product applied, and the pesticide signal word. In addition, IPM records shall include a list of all exemptions granted, as well as the written justifications developed for the consideration of those exemptions.

This information will be entered into a database for departmental use, available to the public upon request, and application information will serve as the basis for the Annual IPM review. The internal IPM working group will review pest management treatments to evaluate the successes and failures of the IPM program, and to plan more efficient and effective pest management strategies. The Parks Department shall make this information available to the public in a prompt and efficient manner.

- **Storage**

All liquids will be kept in secondary containment and all chemicals will be kept in a climate controlled facility. Keys to storage will only be available only to licensed applicators. Pesticide storage will comply with the label, as required by law.

V. Property Management Information

The Parks Department will develop site-specific building and landscape maintenance plans for all sites, which will incorporate pest prevention and control measures. These plans will specify site assessment, testing and the timing and/or type of maintenance practices; monitor conditions and pest populations; establish pest thresholds; recommend educating users or modifying user behavior; define record-keeping requirements and evaluation criteria; solve problems using expert assistance and resources; and, if necessary, identify the conditions for use of pesticides. The property management plans will detail the preventative practices implemented in the maintenance of each area. Plans will be reviewed by the same procedure outlined for the review of the IPM plan.

VI. IPM Plan Review and Public Input

The Integrated Pest Management plan will be reviewed on an annual basis by the IPM working group, including the approved use pesticide list. The group will look for safer alternatives to chemicals annually, and any modifications to the plan or list will incorporate feedback from the IPM working group, the Environmental Resources Advisory Council (ERAC) and the Parks Board. The public will have opportunities to give input through regularly held ERAC and Parks Board meetings. The IPM working group will also seek advice from experts at the Purdue Extension Office when revising the plan.

VII. Staff Training

IPM training will be done on an annual basis and include all full and part-time employees with pest control duties. Trainings will include:

- Principles of an Integrated Pest Management Program, including the establishment of thresholds.
- Alternative strategic control options
- Monitoring protocols for different pest problems, including record keeping
- General introduction to identification of plant diseases and common pest problems
- Procedures for developing site-specific IPM implementation plans
- Risks and proper use of pesticides
- Safety measures and emergency response
- Preparation of chemicals and application techniques, according to the labels

Acknowledgements

The Parks Department would like to acknowledge the influence of several cities' pest management plans on the creation of this IPM plan. These cities include: Boulder, CO, Lawrence, KS, Newton, MA, Madison, WI, Newport, OR, Portland, OR, San Rafael, CA, and Santa Cruz, CA.

VIII. Appendix

Appendix A

Parks Department Licensed Applicator Position List

1. City Landscaper
2. Natural Resources Laborer
3. Urban Forester
4. Golf Course Superintendent
5. Sports Working Foreman
6. Sports Laborer I

Appendix B

Definitions

1. *Integrated Pest Management (IPM)*: a decision making process which selects, integrates, and implements pest control strategies to prevent or control pest populations. IPM relies on the use of site-specific information about environmental conditions and the dynamics of human characteristics and activities, as well as pest biology and behavior to prevent or control pests that interfere with the purpose and use of a particular site. In choosing control strategies, minimal impacts to human health, the environment, and non-target organisms are considered.
2. *Biological Controls*: Parasites, pathogens, and predators that assist in managing pest populations and reducing their damage.
3. *Cultural Controls* - practices that can reduce pests by making the environment less favorable, such as improved sanitation or horticultural practices.

4. *Mechanical/Physical Controls*: direct measures that either kill the pest, make the environment unsuitable for their entry, dispersal, or survival, or physically keep pests from places where they're not wanted.
5. *Pesticide*: any substance or mixture of substances intended for destroying or repelling any pest. This includes without limitation fungicides, insecticides, nematocides, herbicides, and rodenticides and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.
6. *Pest*: any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organisms on or in living man or other living animals) that imposes an economic, social, or environmental cost.
7. *Reasonable Alternative*: a feasible option for pest control which takes into account the economic, social, and environmental costs and benefits of the proposed choices.
8. *Toxicity Categories I-IV Pesticide Products*: any pesticide products that meet United States Environmental Protection Agency criteria for Toxicity Category I-IV under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations. Each category has a signal word associated with it on the label. Category I is Danger, Category II is Warning, Category III is Caution, and Category IV had no signal word requirement, but may use the standard for Category III if desired.
9. *Prevention through hygiene*: a technique to prevent the spread of invasive species by adhering to standards of cleanliness and cleanup of persons and equipment in the workplace.
10. *Threshold level*: The point at which the size or effect of the pest population is no longer acceptable and warrants management under the protocol set forth in the IPM plan.
11. *Invasive species*: a species that is not native to the local ecosystem and whose introduction causes or is likely to cause economic or environmental harm or harm to human health.
12. *Biodiversity*: the variety of life in the world or in a particular habitat or ecosystem.

Appendix C

Department Pesticide Use Policy

POLICY RE: Pesticide Use Policy

Vision

The City of Bloomington Parks and Recreation Department is committed to continuously improve environmental management practices and to become a world-class model of environmental performance and stewardship.

Mission

It is the mission of the City of Bloomington Parks and Recreation Department to sustain the beauty, recreation potential, and ecological diversity of the City's parks and recreation assets in a safe and

responsible manner. The creation of a pesticide use policy will take into account the health and safety of the public and Department staff, and the impact to the environment in an effort to minimize the use of pesticide products in City parks.

Position Statement

The Bloomington Parks and Recreation Department is committed to the ongoing development and implementation of sustainable vegetation management practices. Pests that are harmful to the health, function, or aesthetic value of City assets will be managed utilizing the least toxic and most effective methods available. The Department's pesticide use policy will reflect these goals while focusing on the health and safety of the public and Department staff, protection of the environment and the overall minimization of pesticide usage.

Overarching Management Strategies

The Department will employ the following vegetation management strategies where applicable to the asset being managed and where feasible:

- Improve soil health (healthy soil = healthy plants = lowered pest pressure)
- Monitor and prevent weed expansion (remove before plant can disperse seed)
- Remove invasive plants (prevent spread of undesirable species)
- Install native plants (increased plant resilience and lower irrigation needs)
- Prioritize landscaped areas/styles (lessen the need for vegetation control)
- Minimize use of pesticides and fertilizers (less vegetation = lower maintenance)
- Mechanical weed control (i.e. hand pulling, propane torches, etc.)
- Other strategies as they evolve (continuing research on Best Practices and staff education)

This policy will guide the development of the Department's Integrated Pest Management Plan.

December 15, 2015

Appendix D

Pesticide Information (By Parks and Recreation Department Divisions)

- Pesticide Product List

Product	Active Ingredient(s)	Type	EPA Toxicity	Frequency	Application	Quantity On Hand
<i>Golf Course</i>						
Acelepryn- Syngenta	Chlorantraniliprole 18.4%	Insecticide	IV	As needed	early in the season for grubs	
Dylox 6.2 - Bayer	Trichlorfon, Dimethyl Phosphonate 6.2%	Granular Insecticide	IV	As needed	worm infestation greens	250lbs
Bueno 6- Drexel	monosodium acid methanearsonate 47.6%	Herbicide	III	very rare use	weeds	3 quarts
Carbaryl 4L	carbaryl 43.4%	Pesticide	III	rare use	yellow jackets	
CLT 720-Armortech	Chlorothalonil 54%	Fungicide	II	as needed	dollar spot on greens/fwys/tees	135 gallons
Conserve	Spinosad 11.6%	Herbicide	IV	as needed	spray on greens	
Curalan-BASF	Vinclozolin 50%	Fungicide	III	rare use	dollar spot on greens	63.25lbs
Dimension 2EW-Dow	Dithyopir 24%	Herbicide	II	spring/fall	crab grass	16 gallons
Dithiopyr Dimension & 10-3-10- Dow	Dithyopir 0.125%	Herbicide	III	as needed	on greens	300lbs
Drive XLR8- BASF	8-Quinolinecarboxylic acid, 3,7-dichloro- 18.92%	Herbicide	III	spring	post emergent weeds	8oz
Insignia- BASF	Pyraclostrobin 20%	Fungicide	III	rare use	dollar spot on greens	0.5lbs
Mefenoxam 2AQ-Quali-pro	Mefenoxam 22.5%	Fungicide	II		extreme heat/greens/pythium	40oz
Merit	Imidicloprid 0.5%	Insecticide	III	as needed	Turfgrass	
Millennium Ultra 2 Nufarm US	2,4-D 27.32%, Clopyralid 2.54%, Dicamba 4.65%	Herbicide	I	spring	post emergent weeds	3 gallons
Oxadiazon& 10-3-10 Fertilizer- Quali Pro	Oxadiazon 34.4%	Herbicide	III	spring/fall if needed	crab grass	(225) - 50lbs bags
Pentathlon DF	Mancozeb 75%	Algicide	III	as needed	greens when they are wet and prone to algae	
Prosege	Halosulfuron 75%	Herbicide	III	as needed	nutsedge	
Prostar 70WG- Bayer	Flutolanil 70%	Fungicide	III	rare use	greens brown patch	18lbs
Razor Pro- Nufarm US	Glyphosate 41%	Herbicide	III	as needed	generic all weeds	2 gallons
Secure-Syngenta	Fluazinam 40%	Fungicide	II	rare use	greens brown patch	2.5 gallons
Speedzone- PBI Gordon	2,4-D 28.57%, MCPP 5.88%, Dicamba 1.71%, Carfentrazone 0.62%,	Herbicide	III	spring	post emergent weeds	5 gallons

Spotrete	Thiran 44%	Fungicide	III	as needed	dollar spot/brown patch, animal repellent	
Talprid	Bromethalin 0.025%	Mole bait	III	as needed	bait for moles	
TM462-Armor Tech	Thiophanate-Methyl 46.2%	Fungicide	III	rare use	greens brown patch	8.5 gallons
Tourney- Valent	Metconazole 50%	Fungicide	III	as needed	dollar spot on greens/fwys/tees	290oz
Trimmit-Syngenta	Paclobutrazol 22.3%	Growth Regulator	III	rare use	on greens to slow non-bent grass	12oz
<i>Twin Lakes, Winslow and Olcott Ball fields</i>						
15-0-8 Millennium Ultra	2,4-D 0.69%, Clopyralid 0.09%, Dicamba 0.086%	Fertilizer	III		standard turf maintenance	(80)- 50lb bags
13-0-5 with Dimension	Dithiopyr, Pyridinedicarbothioate 0.15%	Fertilizer	III		standard turf maintenance	(80)- 50lb bags
22-0-8 with Grub Control	Imidacloprid 0.2%	Fertilizer	III		standard turf maintenance/grub control	(80)- 50lb bags
Acelepryn- Syngenta	Chlorantraniliprole 18.4%	Insecticide	IV	As needed	early in the season for grubs	
Glystar Pro	Glyphosate 41%	Herbicide	III		fence row treatments	5 gallons
SureGuard	Flumioxazin 51%	Herbicide	III	speciflc week treatment		1lb
ProSedge	halosulfuron-methyl 75%	Herbicide	III	speciflc week treatment		2oz
Glyphosate	Glyphosate 41%	Herbicide	III		fence row treatments	5 gallons
Natural Resources						
				(Griffy, Leonard Springs, Wapahani Park. Total area in these parks exceeds 1,200 acres)		
Clethodim	Clethodim 26.4%	Herbicide	II		used for invasive grass species	.33 gallon
Clopyralid	Clopyralid 40.9%	Herbicide	III		limited use for very difficult invasives	2.5 gallons
Glyphosate	Glyphosate 41%	Herbicide	III		selective invasive specie management	7.5 gallons
Triclopyr	Triclopyr 60.45%	Herbicide	III		limited use for very difficult invasives	2.5 gallons

Operations						
Glyphosate	Glyphosate 41%	Herbicide	III		managing weeds in cracked surfaces and along fence rows in lieu of using gas powered string trimmers.	6 gallons
Urban Forestry						
Glyphosate	Glyphosate 41%	Herbicide	III		managing weeds in tree grates.	2 quarts
Tordon RTU	Picloram 5.4%, 2,4-D, triisopropanolamine 20.9%	Herbicide	III		on cut stumps to prevent re-sprouting of suckers	2 quarts
Tree Age	Emameectin benzoate 4%	Insecticide	II		injected into ash trees to treat for Emerald Ash Borer	? New in 2015

Neonicotinoid	Will not be repurchased
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- The following have been used but as of Jan 2017 use will require an exemption through the process outlined in this plan:

Mefenoxam 2AQ- Quali-pro	Mefenoxam 22.5%	Fungicide	II
Millennium Ultra 2 Nufarm US	2,4-D 27.32%, Clopyralid 2.54%, Dicamba 4.65%	Herbicide	I
CLT 720-Armortech	Chlorothalonil 54%	Fungicide	II
Clethodim	Clethodim 26.4%	Herbicide	II
Tree Age	Emameectin benzoate 4%	Insecticide	II

Appendix E

- Information on the [Indiana Invasive Species Council](#) can be found online, as well as the [Official IISC invasive species list](#).

- **Indiana Invasive Plant List**

- Approved by Indiana Invasive Species Council 10/11/2013
- For more information, go to <http://www.entm.purdue.edu/iisc/invasiveplants.php>

Common Name	Latin Name	Rank	Common Name	Latin Name	Rank
Aquatic			poison hemlock	<i>Conium maculatum</i>	H
anchored water hyacinth	<i>Eichhornia azurea</i>	H	Queen Anne's lace	<i>Daucus carota</i>	M
arrowhead	<i>Sagittaria sagittifolia</i>	FN	St. John's wort	<i>Hypericum perforatum</i>	L
Asian marshweed	<i>Limnophila sessiliflora</i>	H	spiny plumeless thistle	<i>Carduus acanthoides</i>	H
Brazilian elodea	<i>Egeria densa</i>	H	spreading hedge parsley	<i>Torilis arvensis</i>	C
brittle naiad	<i>Najas minor</i>	H	spotted knapweed	<i>Centaurea stoebe</i>	H
caulerpa	<i>Caulerpa taxifolia</i>	FN	striate lespedeza	<i>Kummerowia striata</i>	M
Chinese waterspinach	<i>Ipomoea aquatic</i>	H	white sweet clover	<i>Mellilotus alba</i>	M
curly-leaved pondweed	<i>Potamogeton crispus</i>	H	wild parsnip	<i>Pastinaca sativa</i>	M
duck lettuce	<i>Ottelia alismoides</i>	H	yellow sweet clover	<i>Melilotus officinalis</i>	M
Eurasian watermilfoil	<i>Myriophyllum spicatum</i>	H	Shrub		
European frogbit	<i>Hydrocharis morsus-ranae</i>	H	Amur honeysuckle	<i>Lonicera maacki</i>	H
exotic bur-reed	<i>Sparganium erectum</i>	FN	Amur privet	<i>Ligustrum amurense</i>	C
flowering rush	<i>Butomus umbellatus</i>	H	autumn olive	<i>Elaeagnus umbellata</i>	H
giant salvinia	<i>Salvinia auriculata</i>	FN	Bell's honeysuckle	<i>Lonicera x bella</i>	H
giant salvinia	<i>Salvinia biloba</i>	FN	bicolor lespedeza	<i>Lespedeza bicolor</i>	M
giant salvinia	<i>Salvinia herzogii</i>	FN	blunt leaved privet	<i>Ligustrum obtusifolium</i>	H
giant salvinia	<i>Salvinia molesta</i>	FN	burning bush	<i>Euonymus alatus</i>	M
heartshape	<i>Monochoria vaginalis</i>	FN	California privet	<i>Ligustrum ovalifolium</i>	C
hydrilla	<i>Hydrilla verticillata</i>	H	Chinese privet	<i>Ligustrum sinense</i>	C
miramar weed	<i>Hygrophilia polysperma</i>	H	common barberry	<i>Berberis vulgaris</i>	C
monochoria	<i>Monochoria hastata</i>	FN	common buckthorn	<i>Rhamnus cathartica</i>	H
mosquito fern	<i>Azolla pinnata</i>	FN	common privet	<i>Ligustrum vulgare</i>	C
narrow-leaved cattail	<i>Typha angustifolia</i>	H	glossy buckthorn	<i>Frangula alnus</i>	H
oxygen weed	<i>Lagarosiphon major</i>	FN	highbush cranberry	<i>Viburnum opulus v. opulus</i>	C
parrotfeather	<i>Myriophyllum aquaticum</i>	H	Japanese barberry	<i>Berberis thunbergii</i>	H
purple loosestrife	<i>Lythrum salicaria</i>	H	Japanese meadowsweet	<i>Spiraea japonica</i>	C
water chestnut	<i>Trapa natans</i>	H	jetbead	<i>Rhodotypos scandens</i>	C
yellow floating hearts	<i>Nymphoides peltata</i>	H	Morrow's honeysuckle	<i>Lonicera morrowii</i>	H
yellow iris	<i>Iris pseudacorus</i>	H	multiflora rose	<i>Rosa multiflora</i>	H
Grass			porcelain berry	<i>Ampelopsis brevipedunculata</i>	C
Chinese maiden grass	<i>Miscanthus sinensis</i>	M	Russian olive	<i>Elaeagnus angustifolia</i>	M
common reed	<i>Phragmites australis</i>	H	sericea lespedeza	<i>Lespedeza cuneata</i>	H
giant reed	<i>Arundo donax</i>	C	Tatarian honeysuckle	<i>Lonicera tatarica</i>	H
Japanese stiltgrass	<i>Microstegium vimineum</i>	H	wine raspberry	<i>Rubus phoenicolasius</i>	C
Johnson grass	<i>Sorghum halepense</i>	H	Tree		
lyme grass	<i>Leymus arenarius</i>	C	Amur cork tree	<i>Phellodendron amurense</i>	H
miscanthus hybrid	<i>Miscanthus x gigantea</i>	C	black alder	<i>Alnus glutinosa</i>	H
reed canarygrass	<i>Phalaris arundinacea</i>	H	callery pear	<i>Pyrus calleryana</i>	H
small carpgrass	<i>Arthraxon hispidus</i>	H	Norway maple	<i>Acer platanoides</i>	H
tall fescue	<i>Schedonorus arundinaceus</i>	M	princess tree	<i>Paulownia tomentosa</i>	C
Herbaceous			sawtooth oak	<i>Quercus acutissima</i>	C

bouncing bet	<i>Saponaria officinalis</i>	M	Siberian elm	<i>Ulmus pumila</i>	M
bull thistle	<i>Cirsium vulgare</i>	H	tree of heaven	<i>Ailanthus altissima</i>	H
Canada thistle	<i>Cirsium arvense</i>	H	white mulberry	<i>Morus alba</i>	H
common teasel	<i>Dipsacus fullonum</i>	H	Vine		
crown vetch	<i>Coronilla varia</i>	H	Asian bittersweet	<i>Celastrus orbiculatus</i>	H
cut-leaved teasel	<i>Dipsacus laciniatus</i>	H	black swallow-wort	<i>Cynanchum louiseae</i>	H
dame's rocket	<i>Hesperis matronalis</i>	H	Chinese yam	<i>Dioscorea polystachya</i>	H
garlic mustard	<i>Alliaria petiolata</i>	H	creeping Charlie	<i>Glechoma hederacea</i>	M
giant hogweed	<i>Heracleum mantegazzianum</i>	M	English ivy	<i>Hedera helix</i>	M
goatsrue	<i>Galega officinalis</i>	M	field bindweed	<i>Convolvulus arvensis</i>	H
hybrid cattail	<i>Typha x glauca</i>	C	Japanese honeysuckle	<i>Lonicera japonica</i>	H
Japanese chaff flower	<i>Achyranthes japonica</i>	H	Japanese hops	<i>Humulus japonicus</i>	H
Japanese hedge parsley	<i>Torilis japonica</i>	C	kudzu	<i>Pueraria montana</i>	H
Japanese knotweed	<i>Fallopia japonica</i>	H	large-leaved periwinkle	<i>Vinca major</i>	C
Korean lespedeza	<i>Kummerowia stipulacea</i>	M	mile-a-minute vine	<i>Polygonum perfoliatum</i>	H
leafy spurge	<i>Euphorbia esula</i>	H	pale swallow-wort	<i>Cynanchum rossicum</i>	H
lesser celandine	<i>Ranunculus ficaria</i>	C	periwinkle	<i>Vinca minor</i>	M
mugwort	<i>Artemisia vulgaris</i>	H	sweet autumn clematis	<i>Clematis terniflora</i>	C
musk thistle	<i>Carduus nutans</i>	H	vetch	<i>Vicia cracca</i>	M
narrowleaf bittercress	<i>Cardamine impatiens</i>	M	wintercreeper	<i>Euonymus fortunei</i>	H
pepperweed	<i>Lepidium latifolium</i>	H	wisteria	<i>Wisteria sinensis</i>	C

- Ranks: H=High, M=Medium, L=Low, C=Caution, FN = Federal Noxious Aquatic List

Appendix F
Example Notification Signage

NOTICE

PESTICIDE APPLICATION

Bloomington Parks and Recreation has contracted Eco Logic LLC to apply herbicides to this area. The goal of this application is to prepare the site for installation of a native grass and wildflower planting in spring of 2017. The presence of several invasive and non-native species on the site would prevent the establishment of the native plants unless the invasives are removed prior to installation. The flood prone nature of the site does not allow for other control methods such as tilling due to the threat of erosion.

Target Pests:

Pesticide 1 Name:

Active Ingredient:

EPA Registration Number:

Pesticide 2 Name:

Active Ingredient:

EPA Registration Number:

Date

Treated: _____

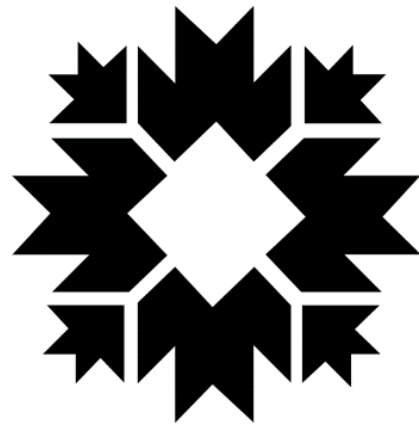
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parks and recreation