



Board of Public Works Staff Report

Project/Event: Request from Renascent, Inc. for lane restriction and night work on W 2nd Street for IUH Legacy Hospital Site demolition work

Staff Representative: Emily Herr

Petitioner/Representative: Chad Hammel, Renascent, Inc.

Date: September 27, 2022

Report: Renascent, Inc. is actively demolishing the Indiana University Health Legacy Hospital site. To complete the utility abandonment in the right-of-way for the site, Renascent is proposing to restrict the westbound lane of traffic and provide illuminated flaggers and signage during the hours of 8:00 PM – 5:00 AM on the nights of 10/3-10/6 (to end at 5:00 AM on 10/7). The excavation will be plated during the day using skid resistant plates that are bolted and flush with the pavement. Renascent Inc. has notified nearby properties about the closure request.



RENASCENT

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225

Toll-Free 844.321.DEMO (3366)

Office 317.783.1500 : Fax 317.783.4860

info@renascentinc.com : renascentinc.com

Date: September 19, 2022

To: City of Bloomington – Engineering Department

Subject: City of Bloomington Right-of-Way Permit Application
IU Health Bloomington Hospital Demolition and Site Clearing Project

Renascent Inc. (Renascent) has been retained by Indiana University Health (IUH) to perform the demolition and site clearing of the former IUH Bloomington Hospital located 601 West 2nd Street, Bloomington, Indiana. As part of this Project, Renascent will also be demolishing the former IUH cardiovascular building located at 707 West 2nd Street. Prior to the demolition of this building, Renascent will be abandoning the water and sanitary service feeds connected to this building. To meet the City of Bloomington Utility Departments abandonment requirements, the water service feed and the sanitary lateral are to be cut and capped at their respective mains, which are located within the 2nd Street right-of-way (ROW). To enable us to complete the necessary utility abandonments, Renascent is proposing to close a portion of the 2nd Street west-bound lane located between Rogers Street and S. Maple Street. Due to traffic concerns, a night-time closure of the 2nd Street west-bound lane is proposed between the hours of 8:00 pm to 5:00 am.

IUH retained DLZ Indiana, LLC (DLZ) to prepare construction documents for the demolition of the IUH Bloomington Hospital Project. As part of the development of the contract documents, DLZ prepared Maintenance of Traffic plans for the proposed 2nd Street Lane closure to allow for cutting and capping of water service and sanitary lateral to the former Cardiovascular building. IUH and DLZ met with staff from the City of Bloomington Engineering Department, Planning and Transportation Department, and the Utilities Department to discuss the City of Bloomington ROW permit requirements, maintenance of traffic requirements, site access concerns, and the City of Bloomington Municipal Code requirements.

IUH, DLZ, and Renascent have also coordinated the water and sanitary abandonment requirements with the City of Bloomington Utilities Department.

Renascent has retained Indiana Sign and Barricade, Inc. to install the required traffic control devices and signage and perform the required flagging operations in accordance with the Maintenance of Traffic plans developed by DLZ. As noted above, since the proposed activities will require work within the City of Bloomington ROW and vehicle traffic restrictions, Renascent has prepared a City of Bloomington ROW Permit Application for review and approval by the City of Bloomington Board of Public Works. In addition, since the proposed work will be performed during the night-time hours, Renascent has also prepared a Noise Permit Application.

To assist the City of Bloomington Board of Public Works with the review of the ROW Permit Application and the Noise Permit Application, below is a summary of work to be performed with the City of Bloomington ROW.

2nd Street Lane Closure for Utility Work

- 2nd Street west-bound lane closure (copy of the Maintenance of Traffic plans are attached).
- 2nd Street west-bound lane closure duration: Monday (October 3rd) through Friday (October 7th). The lane closure will occur during the night-time hours: 8:00 pm to 5:00 am.
- Work will include saw-cutting the existing asphalt pavement and excavation to expose the water and sanitary connections at the mains. Excavations will occur with mini excavators and by hand digging to expose the sanitary and water mains.
- The water and sanitary service leads will be cut and capped in accordance with the City of Bloomington Utility requirements.
- The excavations will be backfilled and compacted, and the road will be repaired in accordance with the City of Bloomington requirements.
- The water service and sanitary lateral will also be cut and plugged with a watertight seal at the ROW line on the south side of second street.
- Traffic control devices will be removed, and open excavations will be steel plated during the hours of 5:00 am to 8:00 pm to allow for normal traffic flow on 2nd Street.
- Work will be performed using mini-excavators and other standard construction equipment associated with this type of work. We do not anticipate noise levels to exceed 75 decibels (dB) at a distance of 100' from the proposed work area.

In preparation of the proposed 2nd Street west-bound night-time lane closure, IUH distributed a property notification letter to the neighboring residents along 2nd Street and a portion of W. Howe Street, which may be impacted by the proposed 2nd Street west-bound night-time lane closure and/or the proposed work within the 2nd Street ROW.

In addition, IUH has coordinated the proposed 2nd Street west-bound night-time lane closure with the Monroe County School Corporation, the City of Bloomington Transit, and the City of Bloomington Police and Fire Departments.

Attached is a copy of the following documents for your review:

- City of Bloomington ROW Permit Application
- City of Bloomington Noise Permit Application
- Certificate of Insurance and Bonds
- Maintenance of Traffic Plans
- A copy of the Property Notification Letter



Chad Hammel
Project Manager
Renascent Inc.



Indiana University Health

September 19, 2022

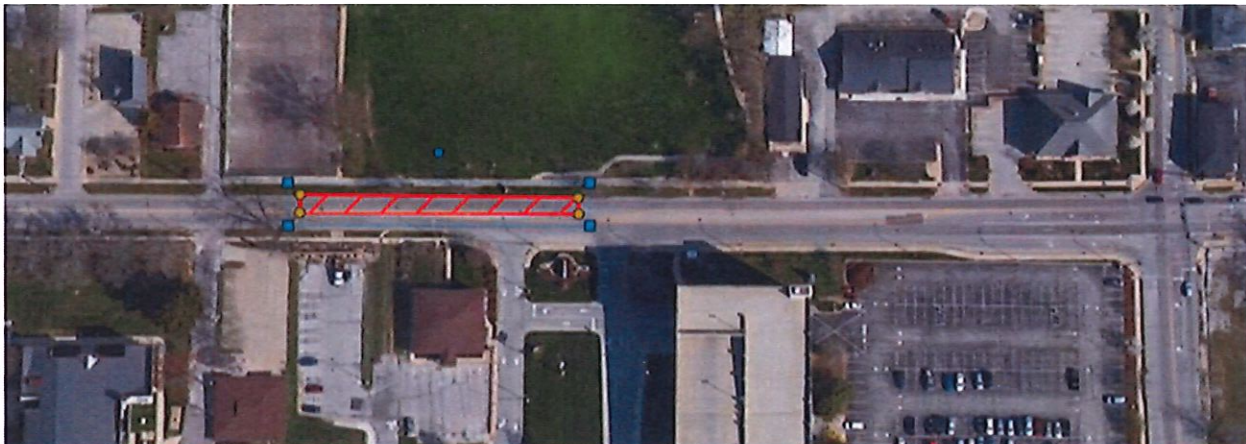
RE: 2nd Street West Bound Lane Closure
IU Health Legacy Bloomington Hospital Demolition

To our valued neighbors,

As part of the demolition of the IU Health Legacy Bloomington Hospital located at 601 West 2nd Street, Bloomington, Indiana, a night-time closure of a portion of the 2nd Street west-bound lane located between Rogers Street and S. Maple Street is planned for October 3, 2022, through October 7, 2022.

The planned closure of the portion of the 2nd Street west-bound lane is necessary to allow for abandonment of the water and sanitary sewer utility service feeds associated with the IU Health Legacy Bloomington Hospital. Work to be performed will include asphalt saw-cutting and pavement removal, excavation, utility disconnection and capping, trench backfill and compaction, and asphalt patching.

The portion of the 2nd Street west-bound lane to be closed is highlighted below:



The work associated with the 2nd Street west-bound lane closure is scheduled to occur at night between the hours of 8:00 pm and 5:00 am starting on October 3, 2022, through October 7, 2022. There will be no traffic restrictions on 2nd Street between the hours of 5:00 am through 8:00 pm. Since the work is to be performed at night, a Noise Permit Application has been prepared and submitted to the City of Bloomington Board of Public Works. We do not anticipate noise levels to exceed 75decibels (dB) from 100'way.

IU Health has worked closely with our demolition contractor, Renascent, and the City of Bloomington Engineering Department to ensure the safety of our neighboring communities and businesses. As part of the planned 2nd Street west-bound lane closure, detailed Maintenance of Traffic Plans have been prepared and submitted to the City of Bloomington Engineering Department that depict the location of the appropriate lane closure signage, traffic control devices, and flagging operations required to direct vehicular traffic through the work zone.



Indiana University Health

The 2nd Street west-bound lane closure and the utility abandonment will be performed by Renascent. The Renascent site contact for this work will be Chad Hammel. Mr. Hammel can be reached at 260-316-8234 for the duration of this work.

The City of Bloomington Board of Public Works Commission meeting is scheduled for September 27th at 5:30 pm to vote for final approval. The Board of Public Works Commission meeting can be attended virtually via Zoom or in person at the City Hall Council Chambers, Room 115, 401 N. Morton Street, Bloomington, IN.

A copy of the link to the Zoom meeting invite can be accessed at:

<https://bloomington.in.gov/boards/public-works>

If you have any questions regarding the planned 2nd Street west bound night-time lane closure, please feel free to contact IU Health at scrinfo@iuhealth.org

We apologize for any inconvenience and appreciate your patience and understanding as we complete this critical component of the Project.

Thank you,

A handwritten signature in black ink, appearing to read "Suzan Kallus".

Suzan Kallus, AIA
Director of Design & Construction
IU Health South Central Region

Date: Jun 14, 2022, 1:58pm User: jlr
 File: X:\Projects\2022\2161\179350 - IU Health - Bloomington Construction Documents\CD\Sheet Files\Setiment Control Package\Sheet Files\T300.dwg



1 MAINTENANCE OF TRAFFIC - LANE CLOSURE
 SCALE - 1" = 60'
 SCALE IN FEET
 0 30 60 120

SIGN LEGEND		
SIGN	DESCRIPTION	SIZE (in x in)
XW20-1	"ROAD WORK AHEAD" SIGN	36 X 36
XW20-4	"ONE LANE ROAD AHEAD" SIGN	36 X 36
XW20-7	"FLAGGER SYMBOL" SIGN	36 X 36

CONSTRUCTION SIGN SCHEDULE	
ITEM	TOTALS
TYPE 'A' SIGN	
XW20-1	2 EACH
XW20-4	2 EACH
XW20-7	2 EACH
TOTAL TYPE 'A' SIGN	6 EACH
TYPE III-B BARRICADE	24 LFT

NOTES

- ALL SIGNS, BARRICADES, AND PAVEMENT MARKINGS SHALL CONFORM TO THE INDIANA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, 2011 AND ANY CURRENT SUPPLEMENTS THERETO.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL COMMERCIAL AND PRIVATE PROPERTIES DURING CONSTRUCTION.
- CONSTRUCTION WILL OCCUR DURING NIGHTTIME LANE CLOSURES WITH PLATES BEING FLUSH AND SECURED DURING THE DAY. CONTACT STREET DEPARTMENT TO ALERT THEM OF PLATES.
- THIS WORK WILL NEED TO BE COORDINATED WITH CBU PRIOR TO BRINGING TO BOARD OF PUBLIC WORKS FOR APPROVAL.
- ROW APPLICATION WILL ALSO NEED TO INCLUDE A NOISE PERMIT APPLICATION THROUGH THE BOARD OF PUBLIC WORKS.
- 1ST STREET CLOSURE AND 2ND STREET LANE RESTRICTION CANNOT OCCUR CONCURRENTLY.
- THERE IS A SMALL DEVELOPMENT AT 522 W 2ND STREET WHO IS AWARE OF THE IUH DEMO AND TRUCK ROUTE. THEY WILL BE REQUESTING THE USE OF THE LANE IN FRONT OF THEIR PROPERTY FOR A PEDESTRIAN WALK-AROUND (1-WEEK DURATION) DURING 2022. THEY WILL COORDINATE WITH THE IUH DEMO CONTRACTOR FOR THE THE BEST TIME.

LEGEND

- 87 XW20-1 "ROAD WORK AHEAD" SIGN
- 88 XW20-4 "ONE LANE ROAD AHEAD" SIGN
- 89 XW20-7 "FLAGGER" SYMBOL
- CONSTRUCTION BARREL
- ⊙ TYPE 'A' CONSTRUCTION WARNING LIGHT
- ⊕ CONSTRUCTION SIGN
- ⚠ FLAGGER
- ⚡ FLASHING ARROWBOARD
- ⊥ ROUTE MARKER ASSEMBLY
- ⊥ TYPE III-B BARRICADE
- ⊠ AREA UNDER CONSTRUCTION

CITY OF BLOOMINGTON PERMIT REVIEW SUBMITTAL PACKAGE

6/14/2022
NICOLE P. DUFFY, P.E.
No. 116088
STATE OF INDIANA
PROFESSIONAL ENGINEER

NO.	DATE	REVISION

INDIANA
**IU HEALTH BLOOMINGTON HOSPITAL
 DECOMMISSIONING AND DEMOLITION PROJECT**

INDIANA
2161-1793-50

SHEET **4**
OF **22**

T300

MAINTENANCE OF TRAFFIC





CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

[X] ROW EXCAVATION [] ROW USE

ADDRESS OF ROW ACTIVITY:

Form containing sections A through H: A. APPLICANT/AGENT INFORMATION, B. WORK DESCRIPTION, C. RIGHT OF WAY TO BE USED/CLOSED, D. TRAFFIC CONTROL DEVICES, E. METERED PARKING SPACES NEEDED, F. IS THIS A CBU* COUNTY* IU* NP* PROJECT?, G. EXCAVATIONS, H. INDEMNIFICATION AGREEMENT.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: [] BPW [] City Engineer [] Director Date:

Staff Representative: Phone#: Date:



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	2nd Street Closure - Utility Work		
Location of Event:	2nd Street in front of 707 W 2nd Street, Bloomington, IN 47403		
Date of Event:	Monday Oct 3-Friday Oct 7	Time of Event:	Start: 8:00 PM
Calendar Day of Week:	Monday- Friday		End: 5:00 AM
Description of Event:	Cutting and Capping of water service at the water main and of the sanitary lateral at wye of sanitary main. Work to occur at night and be steel plated during the day.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Chad Hammel		
Organization:	Renascent Inc.	Title:	Project Manager
Physical Address:	935 W Troy Avenue, Indianapolis, IN 46225		
Email Address:	chad@renascentinc.com	Phone Number:	260-316-8234
Signature:		Date:	9/16/2022

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Jennifer Lloyd, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary



Board of Public Works Staff Report

Project/Event: Change Order #1 for the Dunn Street Sidewalk Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Sara Gomez

Meeting Date: September 13, 2022

This project was awarded to Groomer Construction, Inc. The project included the installation of sidewalks, curbs, ADA complaint ramps, and a tree plot. Change Order #1 adds an item for 'Gutter, Concrete, A' (item ID 607-06175). The quantity for 'Gutter, Concrete, A' is being deducted from item #0170 'Trench Drain' (item ID 720-07309). This project change was prompted by the contractor in response to lead times on receiving the trench drain grate in January of 2023 versus during the project.

The original contract amount for the project was \$203,365.36. Change Order #1 would result in a \$0.00 increase to the contract. The contract sum would still be \$203,365.36.

This project is funded through the City Council Sidewalk Committee.

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$203,365.36

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

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

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

The contract with Groomer Construction, Inc. for the Dunn St Sidewalk Project was approved by the BPW on June 21, 2022. This Change Order is being presented in compliance with the contract documents for the Dunn St Sidewalk Project.
 Original: \$203,365.36
 Previous Change Orders \$0.00
 Change Order #1 \$0.00

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Dunn St Sidewalk 15th-16th St

Description	This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on the west side of Dunn Street from 15th to 16th Street.
Prime Contractor	Groomer Construction, Inc. IN
Change Order	1
Status	Pending
Date Created	09/07/2022
Type	Scope Changes
Summary	Add splash block/90 degree gutter piece
Change Order Description	Add splash block/90 degree gutter piece on the SE side of the residence at 421 E 15th St to replace Trench Drain Grate through the sidewalk
Awarded Project Amount	\$203,365.36
Authorized Project Amount	\$203,365.36
Change Order Amount	\$0.00
Revised Project Amount	\$203,365.36

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Description									
0023	720-07309	LFT	\$347.000	10.000	\$3,470.00	-0.220	-\$76.34	9.780	\$3,393.66
TRENCH DRAIN									
Reason: Add splash block/90 degree gutter piece on the SE side of the residence at 421 E 15th St to replace Trench Drain Grate through the sidewalk									
1 item	Totals				\$3,470.00		-\$76.34		\$3,393.66

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0030	607-06175	LFT	1.000	\$76.340	\$76.34
GUTTER, CONCRETE, A					
Reason: Add splash block/90 degree gutter piece on the SE side of the residence at 421 E 15th St to replace Trench Drain Grate through the sidewalk					
1 item					Total: \$76.34

Not valid until signed by the Engineer, Contractor, and Owner

And G

Engineer

Richard Groover

Contractor

Board of Public Works

City Engineer

Title

President

Title

Title

9/14/2022

Date

9-10-22

Date

Date



Board of Public Works Staff Report

Project/Event: Approve LPA-Consulting Contract for Design Services with WSP USA Inc. for the 2nd St Projected Bike Lane Project from Walker St to College Ave

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 09/27/2022

Report: The project is tentatively expected to construct a two-way protected bike lane on the north side of 2nd Street from the B-Line to Walker Street and to modernize the two existing traffic signals at Rogers and Walker; however, the initial phase includes conceptual scoping of multiple design options. The project is programmed in the MPO TIP for inspection services and construction with \$3,161,756 in federal funds. The City sought proposals for design services for the project and WSP was the highest scoring firm out of the seven proposals received. The contract amount is not-to-exceed \$739,787. Construction of this project is anticipated in 2025. (funding source is 2022 Parks G.O. Bond 985-18-180000-54510).

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Future	2023
Design Services Contract	Current Item	09/27/2022
ROW Services Contract	Future	2024
Public Need Resolution	Future	2024
Construction Inspection Contract	Future	2025
Construction Contract	N/A*	2025

*Construction contracts for federally funded projects are approved and managed by INDOT.

City of Bloomington Contract and Purchase Justification Form

Vendor: WSP USA Inc.

Contract Amount: \$739,787

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 7	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The consultant was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will provide the most cost effective project for the City.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The City sought proposals for design services for the project and WSP USA Inc. was the highest ranked firm out of the seven proposals received.

Patrick Dierkes

 Print/Type Name

Project Engineer

 Print/Type Title

Engineering

 Department

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of September 27, 2022 (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and WSP USA Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of New York.

Project No.: 2200012

Project Description: 2nd Street Modernization

RECITALS

WHEREAS, the LPA has entered into an agreement with the CONSULTANT for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be June 30, 2026. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable this Contract shall not exceed \$ 739,787.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, State of Indiana, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA or State of Indiana. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA or State of Indiana of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of the City of Bloomington to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving Federal financial assistance. (Bloomington's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (Bloomington's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (Bloomington's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the LPA within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with Bloomington's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
 - (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA to be pertinent to ascertain compliance with such Regulations,

orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

12. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 12. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

13. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including,

but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - iii. Notifying all employees in the statement required by subparagraph 13.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 13.B.iii (2) above, or otherwise receiving actual notice of such conviction;
 - v. Within thirty (30) days after receiving notice under subdivision 13.B.iii (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
 - vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 13.B.i. through 13.B.v. above.

- 14. Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

15. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
16. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
17. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
18. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
19. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
20. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list the LPA as additional insured on general liability and auto policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall include the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall include the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

21. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
22. **Notice to Parties:** Any notice, request, consent or communication (collectively a “Notice”) under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Bloomington
Engineering Dept.
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

WSP USA Inc.
Attn: Kelli McNamara, Local Business Leader
115 W. Washington Street, Suite 1270S
Indianapolis, Indiana 46204

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service’s cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

23. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT’s response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
24. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials (“Work Product”) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA’s prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT’s expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT

represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A".

25. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
26. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
27. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
28. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
29. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
30. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
31. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
32. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
33. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

34. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 12). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services

properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

35. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
36. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant LPA standards including, but not limited to, the most current version of the City of Bloomington Standards and Specifications, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
37. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
38. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
39. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

City of Bloomington

Signature

Signature

(Print or type name and title)

Kyla Cox Deckard, President, Board of Public Works

Signature

Jennifer Lloyd, Vice President, Board of Public Works

Attest:

Signature

Signature

Elizabeth Karon, Secretary, Board of Public Works

(Print or type name and title)

Signature

John Hamilton, Mayor

Appendix "A"

Scope of Services

Project Description

WSP USA Inc (the Consultant), is the prime design Consultant to the City Bloomington for the 2nd Street Modernization project. The goal of this project is to expand the robust pedestrian and cycling infrastructure along 2nd Street, connecting the trail west of Walker St to the B Line Trail. This project spans from the intersection of Walker Street to Morton Street and the B Line Trail.

This project will initially explore two alternatives for how best to achieve this improved connection: a two-way cycle track along the north side of 2nd Street and two one-way cycle tracks adjacent to same-direction traffic. Once a preferred alternative is selected the design team will complete final design plans and supporting document as required for bid.

The design shall be developed in accordance with the Indiana Manual on Uniform Traffic Control Devices (IMUTCD), Indiana Department of Transportation Design Manual (IDM) and Standard Drawings. Documents and standards developed by Bloomington shall take precedent over the IDM. A more detailed discussion of the Consultant's proposed services is described in the following specific sections:

Section	Description
Section 1:	Project Management
Section 2:	Topographic Survey
Section 3:	Utility Coordination
Section 4:	Drainage Analysis & Design
Section 5:	Roadway Design
Section 6:	Environmental Documentation
Section 7:	Traffic Design
Section 8:	Pavement Design – Not included in project
Section 9:	Geotechnical Investigation
Section 10:	Structural Design
Section 11:	Landscape Design
Section 12:	Public Involvement
Section 13:	Construction Phase Services
Section 14:	Right of Way Services

Section 1: Project Management

The Consultant shall perform project management, quality management, project and document controls and coordination for the design and construction of the project.

Results/Deliverables

- Project Management of the Project and Coordination
- Monthly Progress Reports & Updates
- Minutes of Coordination Meetings
- Quality Assurance
- Project and Document Controls
- Subconsultant Contracts

Activities

Project Management

The Consultant will provide Owner with monthly progress report updates (24 monthly progress reports anticipated). The monthly updates will include at a minimum:

- Work performed during the last month
- Work to be performed in the next month
- Outstanding issues needing resolution
- Review status of the design, utility coordination, and land acquisition progress (if needed)

The Consultant will participate in internal scheduled coordination meetings – anticipated to be monthly through the design of the project (24 coordination meetings anticipated). The meetings will include input received from agencies and third-party consultants to support the Project. The topics covered at these meetings may include: local community interaction, design issues, utilities, right-of-way (R/W), maintenance of traffic and construction sequencing, and unique special provisions.

The Consultant will assist in coordination and sharing of the electronic CADD files among the Client, subconsultants, affected utility companies, section designers and suppliers. This information will be used to facilitate the land acquisition, and utility coordination processes.

Quality Management

WSP is ISO 9001:2008 certified. WSP and its suppliers will adhere to a project specific Quality Management Plan (QMP). The QMP outlines the methodology for Quality Control and Quality Assurance on the Project. The QMP includes direction for time allocated in the schedule to perform the review task, hours allocated in the budget to perform the review task, and identification of specific independent technical reviewers to perform the review task. WSP, and its suppliers, will perform Quality Control on deliverables prior to submitting them to the Client. Quality Control of each deliverable is detailed and accounted for within each scope task. Quality Assurance is held within this task.

Project and Document Controls

The Consultant will outline and implement a document control system for the Project. This includes an internal communication plan. Project related e-mails will contain a proper subject heading referring to the Project for ease of retrieval and searching and will be stored on WSP's secure Outlook platform.

The Consultant will create and maintain a project file system for use on the Project.

Subconsultant Contracting

The Consultant will execute subcontracts with all required subconsultants for the project. The Consultant will review monthly subconsultants invoices.

Client Coordination Meetings

The Consultant will attend up to four (4) coordination meetings with the City of Bloomington staff throughout the project. Two WSP staff will attend each meeting.

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Section 2: Topographic Survey

Our survey subcontractor, The Etica Group, shall survey the project location. The field survey will be conducted to a level detailed enough to provide adequate information to complete the final design plans.

The Consultant will coordinate, manage, and contract with the subcontractor as well as perform quality reviews of the subcontractor's deliverables.

Deliverables

The deliverables include a full topographic survey of from East approach of Patterson Drive to the west approach of College Avenue and 2nd Street in Bloomington, Indiana.

- Surveyed width shall be 120' along mainline and shall extend ~100' from edge line along approach streets/alleys. Any building corners within ~150' shall be shown.
- All existing drainage structures with full invert and network information will be included.
- All existing retaining walls within survey limits will be included.
- All existing signal equipment surveyed at Patterson Drive, Walker Street, Roger Street, and College Avenue.
- Existing alignment and LCRS will be included.
- RW staking will be included in the Right-of-Way Services task.
- Microstation files as deliverables.

Activities

The Etica Group shall perform the necessary field work and data processing required to complete a topographic survey of the project area to the above standards. See the attached subconsultant scope of work for more detailed information.

WSP shall review the provided survey to ensure information is present and meets the standards outlined above.

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Section 3: Utility Coordination

This section describes the utility coordination tasks the Consultant will perform for the design and construction of the project.

Results/Deliverables

- List of Affected Utilities in the project area
 - Perform an Indiana 811 Design Inquiry Ticket to obtain a list of member utilities and contacts in the project limits
 - Send Initial Notice of Proposed Project to utilities
 - Initial Field Visit (1 person)
- Verify Utility Locations & Utility Conflicts
 - Send Verification of Existing Facilities & Conflict Analysis Letters to utilities to determine extent of conflicts and practical solutions
 - Perform Conflict Analysis
 - Update CAD files with information provided by utilities
 - Attend Preliminary Field Check (1 person)
 - Coordinate with designers to mitigate utility conflicts
- Utility Work Plans
 - Send Utility Work Plan requests to utilities
 - Review Work Plans from utilities (2 hrs. per utility)
 - Coordinate with designers on conflict solutions
 - Send Work Plan Approval letters to utilities (up to 8 utilities)
 - Send NTP (Notice to Proceed) letters to utilities (up to 8 utilities)
 - Review and process 1 reimbursable agreement
- Utility Certification & Utility Special Provisions
 - Prepare the 107-R-169 Utility Special Provision
 - Prepare Utility Certification
- Utility Relocation Coordination
 - Prepare initial Gantt Chart based on utility work plans
 - Provide master relocation drawing based on utility work plans
 - Attend Pre-Construction meeting (1 person)
 - Attend up to 3 Construction progress meetings
 - Update Gantt Chart up to 3 times based on utility relocation progress
- Railroad Certification
 - Prepare Railroad Certification

Assumptions and Items Specifically Not Included

- Existing utility information for City-owned facilities within the project limits will be provided by the City of Bloomington.
- Fee for utility coordination includes up to 12 utilities within the project area.
- The Consultant has no control over utility companies' level of effort or schedules. The City of Bloomington will be available for advice and will be available in matters where Bloomington's authority is needed, such as signing of official documents.

- The Consultant will review relocation plans, and schedules to verify that all conflicts are resolved.
- Subsurface Utility Engineering is not included at this time.
- All applicable right-of-way will be secured prior to utilities starting their relocation.
- Detailed design and layout of affected utilities is not included.
- Detailed design of water line relocation or replacement is not included in this scope of work.
- A CAD file showing master utility relocations or as-builts is not included.
- There are no active railroads within the project limits.
- Design of water line replacements in the project area are not included in this scope of work.

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Section 4: Drainage Analysis & Design

This section describes the work required to design roadway drainage improvements for the project. Roadway drainage improvements are anticipated to include curb inlets, storm sewer systems, rain gardens or similar Green Infrastructure facilities, and post-construction stormwater quality best management practices (BMPs).

The Consultant shall perform drainage design for the project in accordance with the City of Bloomington Design Standards Manual, Construction Specifications for City of Bloomington Utilities and the Monroe County Stormwater Manual.

One drainage representative will attend monthly internal project meetings.

Activities

Preliminary Design (Stage 1)

- Review Field Survey and Utility Base Mapping
- Review Record Drawings, Previous Studies, Environmental Documents
- Update Storm Sewer Utility Mapping Based on Information Review
- Field Reconnaissance of the Site
- Perform Preliminary Hydrologic and Hydraulic Analysis:
 - Review Existing Conditions Hydrology and Drainage Patterns
 - Perform Preliminary Inlet and Storm Sewer Design for Conceptual Design Alternatives
 - Prepare Preliminary Hydrology Summary Report and Figures
- Perform Analysis of Potential Utility Conflicts

60% Plans Submission (Stage 2)

- Perform Hydrologic and Hydraulic Analysis for the selected project alternative:
 - Perform Drainage Outfall Capacity Analysis (2 Outfalls)
 - Roadway Drainage Calculations for Inlet Design
 - Storm Sewer Design
 - Green Infrastructure Design
 - Water Quality BMP Design (2 required)
 - Prepare Draft Drainage Report
- Prepare 60% Drawings:
 - Drainage Design for Plan and Profile Sheets
 - Drainage and Green Infrastructure Details
 - Structure Data Table
 - Pipe Materials Table
- Drainage Specifications
- QA/QC

90% Plans Submission (Stage 3)

- Prepare Final Drainage Report
- Revise Plans per 60% Comments
- Update Drainage Design for 90% Plans
- QA/QC

Final Tracings

- Finalize Drainage Design for Plans
- Finalize Drainage Specifications

Deliverables

1. Drainage Design for Conceptual Design Alternatives, Stage 1, Stage 2, Stage 3, and 100%-Final Tracings Submittals
2. Preliminary Hydrology Summary Report
3. Draft and Final Drainage Design Report

Assumptions and Items Specifically Not Included

The scope of services assumes proposed roadway drainage improvements will be able to connect to existing stormwater management systems or outfalls within the project area.

The scope of services does not include the design of stormwater detention facilities. If the Drainage Outfall Capacity Analysis determines that on-site detention is required for the project, a supplement to the scope and fee will be required.

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Section 5: Roadway Design

This section describes the work required to design roadway and bike lane improvements for the project. Roadway improvements are anticipated to include sidewalk replacement, curb ramp replacements, curb work, road widening, crown correction, protected bike lane creation. This work also includes up to two (2) conceptual design alternatives that will be designed to a conceptual level to be used for public input. Once an alternative is selected, the design will progress through the needed milestone submittals.

Deliverables

Prior to the start of design, a field visit will be performed to assess the existing condition of the corridor and better inform details of the conceptual alternatives. During this field visit, the existing sidewalks will be evaluated for condition and ADA compliance.

One roadway representative will attend monthly internal project meetings.

Conceptual Design Alternatives

WSP will develop conceptual plans for two (2) alternatives:

Alternative 1: Protected, Dual-Directional Bike Lanes on the North Side of 2nd Street

Alternative 2: Protected, Single-Directional Bike Lanes on the North and South Sides of 2nd Street

- Final conceptual plans will be completed only to the level of a detailed exhibit showing both the plan and profile. Both alternatives are assumed to be 8 pages long with plan and profiles on each sheet. Included in the plans will be dimensions, notes on possible impacts to utilities, and right-of-way encroachments. Aerials will be present on the exhibits to better convey the impacts. Exhibits will be provided in PDF format.
- A preliminary Opinion of Probable Cost will be provided in Excel format for both alternatives.
- Conceptual quantity calculations will be completed for each alternative and will include an applicable contingency.

Preliminary Design (Stage 1)

The Preliminary Plan submission will include the following information:

- The Plan set will include:
 - Title Sheet
 - Index
 - General Notes and Utilities
 - Preliminary Typical Sections
 - Preliminary Plan and Profiles
 - Preliminary Curb Ramp Details (Plan view design & material callouts only, elevation annotation to be finalized at Stage 2)
 - Bus Stop Details (Plan view design & material callouts only, elevation annotation to be finalized at Stage 2)
 - Preliminary Intersection Details (Plan view design & material callouts only, detailed annotation to be finalized at Stage 2)
 - Preliminary Driveway Details (Plan view design & material callouts only, detailed annotation to be finalized at Stage 2)

- Preliminary Maintenance of Traffic (MOT) Plans
- Structure Data Table
- Approach Table
- Preliminary crown correction details
- Cross-Sections
- Intersection Sight Distance Checks
- Update Quantities for Preliminary Design
- Updated Opinion of Probable Cost (including applicable contingency)
- QA/QC of deliverables

60% Plans Submission (Stage 2)

The 60% Plans submission will include the following information:

- Addressing Stage 1 comments
- The Plan set will include:
 - Updated Typical Sections
 - Updated Plan and Profiles
 - Updated Curb Ramp Details
 - Bus Stop Details
 - Updated Intersection Details
 - Updated Driveway Details
 - Updated Maintenance of Traffic (MOT) Plans
 - Preliminary Pedestrian MOT Plans
 - Updated Structure Data Table
 - Updated Approach Table
 - Preliminary Crown Correction Details
 - Erosion Control Plans
 - Updated Cross-Sections
- Updated Intersection Sight Distance Checks
- Update Quantities
- Updated Opinion of Probable Cost (including applicable contingency)
- Special Provisions
- QA/QC of deliverables

90% Plans Submission (Stage 3)

The 90% Plans submission will include the following information:

- Plan set including:
 - All items previously mentioned in the Stage 2 Plan Submissions, revised per City comments
 - Final Curb Ramp Details
 - Final Bus Stop Details
 - Final Intersection Details
 - Final Drive Details
 - Erosion Control Plans

- Final MOT Plans
- Final Pedestrian MOT Plans
- Final Design Tables
- Final Crown Correction Details
- Pavement Patching Tables
- Final Cross-Sections
- Retaining Wall Detail Sheets (if needed) – (See Structure Task)
- Completion of the Construction Stormwater General Permit (if necessary)
- Updated Opinion of Probable Cost
- Quantity Calculations
- Special Provisions
- QA/QC of deliverables

Final Tracings

The Final Tracing Plans submission will include the following information:

- Plan set including:
 - All items mentioned in the previous Plan Submissions revised per City comments
- Final Opinion of Probable Cost
- Final Quantity Calculations (PDF)
- Final project Special Provisions (PDF)
- QA/QC of deliverables
- Compile Contract Information Book (CIB) (PDF)

Items Specifically Not Included

- More than two (2) conceptual design alternatives.
- Pavement underdrain design is not included.
- Turning movement graphical check deliverables are not included.
- Horizontal Sight Distance and Vertical Sight Distance checks are not included.
- Raised crosswalks across vehicular travel lanes are not assumed to be part of this scope of work.
- No permits, other than the Construction Stormwater General Permit (See Environmental Documentation Section), will be needed or included in this scope.
- Level 1 Design Exceptions
- Final Field Check meeting
- Pavement recommendations, design, or pavement patching fieldwork / assessment

Assumptions

- WSP shall attend up to one (1) field check meeting.
- The most recent design stage submittal shall be used for the field check meeting. An additional submittal is not included in scope.
- Only two (2) conceptual design alternatives will be looked at by WSP.
- The City of Bloomington will provide the locations of all pavement patching to be included in the plans.
- The City of Bloomington will provide all necessary front-end documentation for CIB.

Section 6: Environmental Documentation

Our subconsultant, ASC Group, Inc., shall prepare the required environmental documentation for the project.

The Consultant will coordinate, manage, and contract with the subcontractor as well as perform quality reviews of the subcontractor's deliverables.

Deliverables

The deliverables are assumed to include:

- Phase 1a Archaeology Report
- Historic Property Report
- Effects Document
- Memorandum of Agreement (if needed)
- Section 4(f) Determination
- CE Level 4 Environmental Document
- Construction Stormwater General Permit

Activities

See the attached subconsultant scope for detailed scope of work for each document.

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Section 7: Traffic Design

This section describes the traffic design work required for the project. Traffic improvements are anticipated to include signs and pavement markings throughout the corridor, a mid-block pedestrian crossing with rectangular rapid-flashing beacons (RRFBs), two (2) signal replacements, and lighting coordination with Duke.

One traffic representative will attend monthly internal project meetings.

Deliverables

Traffic Analysis

Proposed traffic operations will be analyzed using Synchro software at both signalized intersections in order to:

- Evaluate turn lane storage needs
- Prepare signal timing plans

Stage 1

- Prepare Signal plan sheets
 - Preliminary signal layouts
 - QA/QC plan sheets
- Develop traffic quantities

Preliminary Field Check

- Attend the PFC meeting (1 traffic representative)
- Prepare PFC Meeting Minutes

Stage 2

- Perform Existing Sign Inventory
- Prepare/Update Traffic Plan Sheets
 - Existing Sign Sheets
 - Proposed Sign and Pavement Marking Sheets
 - Sheet Sign Summary Table
 - Pavement Marking Summary Table
 - Signal Plan Sheets
 - QA/QC plan sheets
- Update quantities
- Coordinate with Duke on roadway lighting for the corridor

Stage 3

- Revise Plans per Stage 2 Comments
- Develop Sign Shop Drawings
- Develop RRFB Details
- QA/QC plan sheets
- Update quantities
- Develop project specifications
- Prepare Proprietary Materials Justifications for signal equipment

Final Tracings

- Plan revisions per Stage 3 comments
- QA/QC plan sheets
- Update quantities
- Final lighting coordination with Duke

Assumptions and Items Specifically Not Included

- Lighting design will be performed by Duke and is excluded from this scope of work.
- No Final Field Check (FFC) meeting will be required.
- The City of Bloomington will provide product information and necessary maps for the Proprietary Materials Justifications.
- Traffic counts (turn movement counts) will be provided by the City of Bloomington.

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Section 8: Pavement Design

This section has been removed from this scope of work.

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Section 9: Geotechnical Investigation

This section describes the work needed to obtain the necessary geotechnical data and prepare the geotechnical report.

The project will require a geotechnical exploration in accordance with the Indiana Department of Transportation (INDOT) Geotechnical Engineering Division (GED) 2022 Geotechnical Manual. Atlas Technical Consultants, the SUBCONSULTANT, will be performing drilling services for the project. Based on review of published geologic mapping, bedrock is anticipated to be shallow and encountered within 10 feet of the ground surface. Furthermore, nearby bedrock units may be karst prone.

The geotechnical exploration is anticipated to consist of the following elements:

- For Intersection Improvements at West 2nd Street and South Walker Street
 - One (1) Traffic Structure Cantilever Boring
- For Intersection improvements at West 2nd Street and South Rogers Street
 - One (1) Traffic Structure Cantilever Boring
- For Roadway Widening
 - Two (2) Road Borings for widening
- For Retaining Wall located on the north side of 727 West 2nd Street
 - One (1) Retaining Wall Boring
 - Two (2) Hand Augers to determine existing soil conditions near the existing retaining wall.
- For Retaining Wall located on the north side of 719 West 2nd Street and 707 West 2nd Street
 - One (1) Retaining Wall Boring
 - Two (2) Hand Augers to determine existing soil conditions near the existing retaining wall.

Deliverables

- Geotechnical Data Collection and Analysis (results to be included in the Geotechnical Report)
- Geotechnical Report in PDF format
- Geotechnical Review of Final Tracings Submittal

Activities

- Coordinate Indiana 811 for underground utility locate service requests at and around test boring locations.
- Provide traffic control on West 2nd Street, South Walker Street, and South Rogers Street to obtain pavement cores and soil samples.
- Perform laboratory testing on soil samples including classification tests (sieve analyses with hydrometer), Atterberg Limits, moisture content, pH tests, unconfined compressive strength, and organic content test.
- Develop a geotechnical report including test boring logs, discussion of findings including general site description and mapped regional geology, summary of geotechnical investigation, description of encountered soil and rock units, traffic signal cantilever foundation recommendations, and retaining wall recommendations.

Assumptions and Items Specifically Not Included

- The City of Bloomington will waive the permit fee for the geotechnical exploration borings.
- Work will be performed during the working hours of 8:00 AM to 5:00 PM local time.
- Coordination with the INDOT GED for review of geotechnical submittals is not included in this scope of work.
- Pavement design cores, lab testing, and recommendation are excluded.
- Bus Shelter Foundation Borings and Recommendations are excluded.
- Environmental testing, sampling, and/or recommendations are excluded.
- A Karst Study is not included in this scope of work.

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Section 10: Structural Design

This section describes the work required to detail three-line diagrams of retaining wall geometry.

Deliverables

- Internal project meetings – one (1) person for up to 18 meetings
- Attendance of one (1) employee at Initial Site Visit

30% Plans Submission (Stage 1)

- Preliminary Retaining Wall Detail Sheets
 - 3-line diagram of top of wall, proposed bottom of wall grade, neat line bottom of wall
 - Turning points
 - Control points
 - Typical wall section showing backfill material
- Quantity Calculations (PDF)

60% Plans Submission (Stage 2)

- Incorporation of comments from prior submission review
- Retaining Wall Detail Sheets
 - 3-line diagram of top of wall, proposed bottom of wall grade, neat line bottom of wall
 - Turning points
 - Control points
 - Typical wall section showing backfill material
- Updated Opinion of Probable Cost in DPW Excel Format
- Quantity Calculations (PDF)
- Project Special Provisions (Word Document)

90% Plan Submission (Stage 3)

- Incorporation of comments from prior submission review
- Update Retaining Wall Detail Sheets
- Update Retaining Wall Quantity Calculations
- Retaining Wall Special Provisions

Final Tracings

- Incorporation of comments from prior submission review
- Final Retaining Wall Detail Sheets, Signed and Sealed
- Final Retaining Wall Quantity Calculations
- Final Retaining Wall Special Provisions
- Congruence review of plans, quantities, and provisions

Assumptions

- Maximum of two (2) walls
- Retaining walls will be an unreinforced modular block wall
- Full Design of retaining walls will be by others

Items Specifically Not Included

- Full retaining wall design
- Reinforced concrete wall design and details
- Reinforced concrete wall plan details
- Temporary support design of existing retaining walls during construction

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Section 11: Landscape Design

Our subconsultant, Rundell Ernstberger Associates, shall perform the landscape design components of the project. Landscape design for this project is assumed to include tree plots along both curb lines and up to two (2) green infrastructure (rain garden) locations.

The Consultant will coordinate, manage, and contract with the subcontractor as well as perform quality reviews of the subcontractor's deliverables.

Deliverables

The deliverables are assumed to include:

- Landscape plans for incorporation into the overall plan set at the following submittals:
 - Stage 3
 - Final Tracings

Activities

See the attached subconsultant scope for detailed scope of work.

{The remainder of this page has been intentionally left blank.}

Section 12: Public Involvement

This section describes the Public Involvement effort assumed to be required for the project.

Deliverables

- One (1) fact sheet/mailer describing the project
- Two (2) stylized exhibits relating the project
- One (1) PowerPoint presentation totaling a maximum of ten (10) slides

Activities

- Attend up to two (2) Public Meetings / Neighborhood Association Meetings – two (2) WSP attendees
- Assist in responses to public comments and questions received by the City of Bloomington related to the project
- Send up to 100 mailers to property owners

Assumptions and Items Specifically Not Included

- The Consultant will not directly communicate with the public regarding the project.
- The Consultant will not present material at a Public Meeting / Neighborhood Association Meetings without the presence of a City of Bloomington staff member.

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Section 13: Construction Phase Services

This section describes the Post Bid effort assumed to be required for the project.

Activities

The Consultant's activities under this section are on-call services after the project is awarded to the contractor and shall include:

- Attending the Pre-Construction Meeting – two (2) WSP designers and one (1) utility coordinator
- Responding to RFI's
- Review of Shop Drawings
- Answering Questions as it pertains to the final Contract documents
- Utility Relocation Coordination
 - Attend up to three (3) construction progress meetings
 - Update Gantt Chart up to three (3) times based on utility relocation progress

Assumptions and Items Specifically Not Included

- Construction Engineering not included
- Inspection services not included
- The approval of the shop drawings does not indicate Consultant's approval of Contractor's means and methods, technique, sequence or safety precautions and procedures.

{The remainder of this page has been intentionally left blank.}

Section 14: Right-of-Way Services

This section describes the right-of-way services assumed to be required for the project. Based on preliminary analysis, it is assumed that construction could impact up to twenty (20) parcels.

Activities

The Consultant's activities under this Section include the following tasks for the up to twenty (20) parcels:

- Perform title research to INDOT minimum standards, for a 20-year search, which will include copies of all required documents
- Provide right-of-way engineering services in accordance with INDOT Right-of-Way Engineering Procedures Manuals (1975 and 1988) and Indiana Administrative Code 865 IAC 1-12 (Rule 12)
- Appraisal Problem Analysis in accordance with the current INDOT Real Estate Division Manual
- Parcel Staking (20 parcels)

Assumptions and Items Specifically Not Included

- Title Researcher charges per title search (chain of title); therefore, each tax parcel number affected is counted as one search. Only actual researched tax parcels will be billed.
- Services are charged on a per parcel basis; actual number of parcels billed will be dependent on the proposed design.
- Appraisals, appraisal reviews, negotiation, buying, and recording are not included in this scope of work.

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Corporate Office
7172 N. Keystone Ave. Ste. G
Indianapolis, IN 46240
317.466.9520
www.eticagroup.com
Certified WBE | DBE

August 24, 2022

September 14, 2022 (Revised)

Eric Arthur, PE
Lead Consultant, Civil Engineer
Roadway Design
WSP

**Re.: Bloomington 2nd Street
City of Bloomington
Etica Group Project 220101.01**

Dear Mr. Arthur:

The Etica Group, Inc. is pleased to submit this proposal for survey services for multiple intersections for the Bloomington Neighborhood Greenways project (2nd Street).

We appreciate this opportunity and look forward to providing the highest quality of professional services in working with WSP.

Respectfully Submitted,

A handwritten signature in black ink that reads "Rodney J. Kelly". The signature is fluid and cursive, with the first name "Rodney" and last name "Kelly" clearly legible.

Rodney J. Kelly, PS
Director of Survey Services

Enclosures

cc: file

Bloomington - 2nd Street

WSP USA

August 24, 2022

Project Description

This project for the City of Bloomington, as a subconsultant to WSP, is intended modernize 2nd street from Patterson to College. The focus is on improved and safe pedestrian movements through the corridor. A dedicated bike lane, sidewalk and curb ramp upgrades, signal modernizations, drainage improvements, and retaining walls are all part of the design scope.

TOPOGRAPHIC SURVEY

I. Corridor

A. The following is included in this scope of work:

1. 2nd Street from Patterson Drive to College Avenue:
 - a. Topographic data should include detailed elevations in intersection for curb ramps upgrades
 - b. Width of survey limits shall be 120 feet wide between Patterson Drive and College Avenue
 - c. Limits shall extend one hundred feet beyond edge line along adjacent streets and alleys between Paterson Drive and College Avenue
 - d. Front building corners adjacent to the corridor centerline within 150 feet shall be shown
 - e. Include utilities observed by evidence and markings identified by Indiana 811 locate service providers
 - f. Existing drainage structures with full invert and network information will be shown to the extent it can be observed and accurately identified safely.

B. All topographic data will be collected, processed, and provided by Etica Group in digital format. Certification shall be provided by means of a Survey Book

LOCATION CONTROL ROUTE SURVEY

II. Location Control Route Survey

1. When directed, the CONSULTANT shall survey the project location. The CONSULTANT shall obtain deeds of record, subdivision plats, survey plats, section corner location information, highway plans, and section or auditor plats for all properties within the project limits. The CONSULTANT's survey shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1-12; and the INDOT Design Manual (IDM) which is available online on the INDOT website, and which is incorporated by reference. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the INDOT Design Manual, the order of precedence shall be:
 - a. I.C. 25-21.5
 - b. 865 I.A.C. 1-12
 - c. INDOT Design Manual

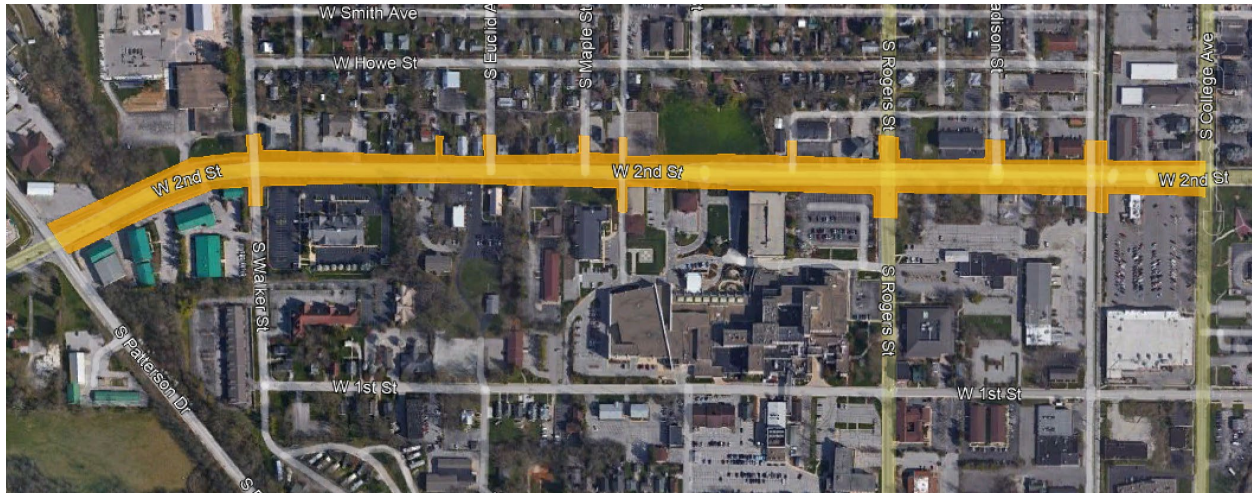
STAKING

III. Right-of-Way

A. The following is included in this scope of work:

1. Staking up to twenty parcels as performed and provided by client, identified, directed, and instructed.

EXHIBIT



ASSUMPTIONS AND EXCLUSIONS

- A. Horizontal control will be established in Monroe InGCS Coordinates or State Plane Coordinates
- B. Vertical control will be established in NAVD 88
- C. Collect general topography data within the specified limits shall include only visible locations of any utilities observed
- D. Level circuits with balanced elevations will be performed through all Etica Primary control and temporary benchmarks, when set
- E. INDOT INCORS Network will be utilized if any GPS observations are taken
- F. Research of local ownership or record lines, deed lines, right-of-way by the governing agency and subdivision plats will be acquired. If title research is required, this will be an additional fee.
- G. Detail observed storm and sanitary structures located within the survey limits including inverts and pipe sizes that are attainable, safely, and accurately. This fee does not include structures considered confined space entry.
- H. Submit requests to have utilities marked through Indiana 811 and provide utilities as obtained by Indiana 811 within survey book. Etica Group cannot guarantee the accuracy or completeness of the marked utilities by locate service providers. Utilities will be shown for horizontal location only. The depth, size, or any other features will not be noted, unless provided by locate service providers.
- I. Private utilities are not included
- J. The survey scope has been prepared with the intention of using traditional radial surveying techniques using robotic total stations, LiDAR, or GPS to measure and collect the onsite survey data.
- K. A minimum of four parcels will be staked per trip, when right-of-way staking is requested.

SCHEDULE

- A. The project schedule will be coordinated once a contract and Notice to Proceed (NTP) is granted.

DELIVERABLES

- A. Electronic drawing of the survey in MicroStation. dgn format and associated digital terrain files and points, as needed a certified survey field book, recorded Location Control Route Survey plat (if required), and all required electronic survey files as defined in the IDM. deeds of record, subdivision plats, survey plats, section corner location information and section
- B. PDF copy of the Location Control Route Survey signed and sealed by a professional surveyor in Indiana, including
- C. PDF copy of the survey book sealed by a professional surveyor in Indiana

COMPENSATION

- A. **Total estimate to complete the scope = \$83,375**

Individually, sites breakdown as follows:

- 1. Topographic Survey, Infrastructure and Location Control Route Survey = \$71,375
- 2. Staking of Right-of-Way = \$12,000

Thank you again for the opportunity to submit on this request. If you have any further questions, please contact me at 317-946-6694 or rkelly@eticagroup.com

Respectfully,

Rodney Kelly, PS
Director of Survey Services
The Etica Group, Inc.
8720 Castle Creek Parkway East Dr. Suite 400
Indianapolis, IN 46250

Attachments: Manhour Fee Justification



**Manhour Fee Justification
Bloomington 2nd Street Modernization
Bloomington, Indiana
Monroe County**

Client: WSP USA
 Project: 2nd Street Modernization
 Des: N/A
 Date: 8/24/2022

Prepared by: CLC
 Checked by: RJK
 Etica No.: 220101.01
 Rates: 2022 OH+10.4% Rates

Topographic Survey: (Performed in Conjunction with the Location Control Route Survey)							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Services	Crew Chief	Crew Chief	Title Researcher / Utility Specialist
Survey notices / obtain property cards (81 Parcels)	\$1,119	1	1				8
Field Pack-Field Operations, Scheduling and Coordination / Kickoff	\$1,057	2	4		1	1	
Establishing Horizontal Control (Includes referencing and drafting)	\$4,200	1	1	4	22	12	
Establishing Vertical Control	\$2,423				12	12	
Quality Assurance-Control Check / Finalization	\$629	1	2		2		
Utility locate (+2nd Notice) requests & field locations	\$2,269		2		8		12
Data Collection for Topographic Survey for Roadway	\$5,031	1			24	24	
Topographic Survey / Ramp Areas Meeting ADA Requirements	\$14,028	2	8	40	40	40	
Sanitary, Storm Sewer & Pipe Details (Approx. 100 structures)	\$9,531	4	4	16	32	32	
Data Processing & Q/A, CAD / Drafting	\$4,173		4	32			
Q/C, Field Check, Review	\$2,286	2	12	4			
Submittal Files	\$767	1	1	4			
Project Administration and Coordination	\$739	4					
Total Hours	440	19	39	100	141	121	20
Hourly Rate		\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
Labor Total	\$48,253	\$3,512	\$4,729	\$11,526	\$14,237	\$12,217	\$2,032



**Manhour Fee Justification
Bloomington 2nd Street Modernization
Bloomington, Indiana
Monroe County**

Client: WSP USA
 Project: 2nd Street Modernization
 Des: N/A
 Date: 8/24/2022

Prepared by: CLC
 Checked by: RJK
 Etica No.: 220101.01
 Rates: 2022 OH+10.4% Rates

Location Control Route Survey: (Performed in Conjunction with the Topographic Survey)							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Services	Lead Crew Chief	Crew Chief	Title Researcher
Section Corner Recovery for Plats, Subdivisions & Surveys	\$2,043	1	2		8	8	
Local Monuments / Centerline Monument Recovery / App Prop Lines	\$1,639	1	2		12		
Research (Includes visit to local agencies)	\$2,053	1	2				16
Process Field Data, Plotting and Drafting Survey Plat	\$3,275		8	20			
Survey Analysis and Report	\$4,850	8	24	4			
Centerline Alignment Monuments Set and Referenced	\$2,556	1	1	2	10	10	
QA / QC Review and Edits	\$1,200	4		4			
Recordation (Assumes plat can be recorded by mail)	\$286	1					1
Project Administration and Coordination	\$739	4					
Total Hours	155	21	39	30	30	18	17
Hourly Rate		\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
Labor Total	\$18,642	\$3,882	\$4,729	\$3,458	\$3,029	\$1,817	\$1,727



**Manhour Fee Justification
Bloomington 2nd Street Modernization
Bloomington, Indiana
Monroe County**

Client: WSP USA
 Project: 2nd Street Modernization
 Des: N/A
 Date: 8/24/2022

Prepared by: CLC
 Checked by: RJK
 Etica No.: 220101.01
 Rates: 2022 OH+10.4% Rates

Estimated Direct Expenses & Unit Pricing				
Item	Task Budget	Quantity	Cost/ Unit	Total Cost
Mileage includes one additional trip to county recorder's office for recordation of Survey and one additional trip for field check	\$294	600	\$0.49	294.00
Lodging Expense https://www.in.gov/idoa/2459.htm	\$2,880	30	\$96.00	2,880.00
Per Diem Reimbursable	\$780	30	\$26.00	780.00
Research Expenses Plats and Deeds	\$405	81	\$5.00	405.00
Postage for survey notices (81 Parcels assumed)	\$81	81	\$1.00	81.00
Survey recording fees, \$25 for the initial page as required	\$25	1	\$25.00	25.00
Survey recording fees, \$5 for additional pages.	\$15	3	\$5.00	15.00
Expense Total	\$4,480			
Estimated Direct Expenses & Unit Pricing for Right-of-way Staking (Field Operations Only)				
Item	Task Budget	Quantity	Cost/ Unit	Total Cost
Staking Right-of-Way (Field operations only) Fee	\$12,000	20	\$600.00	12,000.00
TOTAL FEE	\$83,375			



**SCOPE OF SERVICE
PHASE Ia ARCHAEOLOGICAL RECORDS CHECK
AND RECONNAISSANCE SURVEY
PREPARATION DATE: 8/24/2022**

Prepared For

WSP

Project Title

W. 2nd Street Modernization and Safety Improvements
City of Bloomington, Monroe County, Indiana

Project Understanding

The City of Bloomington's W. 2nd Street Modernization and Safety Improvements project will extend the pedestrian upgrades along the 2nd Street corridor, providing facilities for users to travel from the large apartment complexes or the park just east of I-69 all the way to the B-Line Trail via trail or cycle-track. The study area is approximately 0.74 miles long extending from S. Patterson Drive east to S. College Avenue and ranging from approximately 80 to 125 feet wide.

For archaeological purposes, the evaluation area will include a mixture of shovel probes, visual inspection based on study area conditions such as recent development and utilities, and soil core testing.

Level of Survey

Literature Review/Records Check
Phase Ia Archaeological Survey and Report

Literature Review and Records Check

For archaeological resources, a one-half (.5) mile radius surrounding the proposed project area will be examined, to provide sufficient information to determine the potential sensitivity of the project area. The following references will be consulted:

1. USGS 7.5' topographic maps associated with the project area;
2. Archaeological inventory forms and report files at the Indiana Department of Natural Resources - Division of Historic Preservation and Archaeology (IDNR – DHPA) and the State Historic Architectural and Archaeological Research Database (SHAARD) database;
3. *National Register of Historic Places* (NRHP) files; and
4. County atlases, maps, and histories.



The SHAARD website will be examined before fieldwork to confirm that no previously recorded resources are present in the archaeological Area of Potential Effects (APE). All archaeological resources identified will be mapped on USGS topographic maps.

Phase Ia Archaeological Survey

If the ground surface visibility is greater than 30%, then a surface collection/survey will be conducted. This will consist of walking transects at no greater than 32.8-ft intervals. Once an archaeological site has been located, it will be surveyed at 16.4-ft intervals. All materials observed at the site will be collected in 16.4-ft blocks. By surface collecting/surveying the site in this manner, it will provide a better understanding of the site dimensions, as well as the horizontal distribution of artifacts. If the ground surface visibility is less than 30%, then the area will be shovel probed. This will consist of excavating 11.8-in diameter shovel probes at 49.2-ft intervals. This interval will be reduced to 16.4-ft in order to delineate the boundaries of any archaeological sites identified. The fill from the shovel probes will be closely examined for cultural materials and screened through quarter inch mesh. All artifacts will be collected, and notes will be kept for each shovel probe. These notes will consist of USDA soil texture, Munsell soil color, presence/absence of cultural materials, and the presence/absence of *in situ* cultural horizons.

ASC will attempt to relocate any previously inventoried sites, either through close-interval surface survey or shovel probing at a 16.4-ft interval, depending on surface visibility, as required by the standards in the IDNR - DHPA Guidebook.

In areas that appear disturbed, the field crew will verify and document disturbance through the use of soil probes and visual inspection.

This scope assumes that no more than 80 shovel probes will be excavated, up to 50 artifacts found, and no more than two (2) sites will be identified. If the number of shovel probes and/or archaeological sites and/or artifacts found exceeds this amount, a supplemental agreement for additional fees will be necessary.

Analysis/Report Preparation/Curation

All cultural materials will be cleaned and analyzed by ASC staff. Analytical procedures will be in compliance with the Indiana Cultural Resource Manual (INDOT 2019) and the IDNR - DHPA Guidebook (IDNR - DHPA 2019).

All notes and artifacts will be curated at a qualified curatorial facility (Indiana State Museum). The cost for curation is included in the cost estimate.

Project reporting will include the preparation of a draft and final report, which will follow the guidelines presented in the *Indiana Cultural Resource Manual* (INDOT 2019) and the DHPA Guidebook (IDNR - DHPA 2019).

ASC will enter the archaeology report into the SHAARD.



Report Distribution

WSP:	Draft: 1 electronic copy Final: 1 electronic copy
INDOT CRO:	Draft: 1 electronic copy Final: 1 electronic copy
IDNR - DHPA:	Final: 1 bound, and 1 electronic copy
ASC Group, Inc.:	File Copy
Indiana State Museum:	Final: 2 bound copies, 1 electronic copy

Schedule

Fieldwork can be scheduled upon notice to proceed. Mobilization can begin 48 hours after a utility search is submitted to Indiana 811. Fieldwork is also weather dependent.

Project Sponsor Responsibilities

Access to the individual properties will be arranged prior to commencement of the fieldwork. Copies of the landowner notification letters will be provided to ASC.

The boundaries will be made clearly evident to the field crew prior to investigation. The client will provide mapping that clearly identifies the boundaries of the project area.

Prior to commencement of the field work, client will provide electronic mapping of the project as shapefiles or geo-referenced CAD or Microstation files.

Assumptions

- No more than 80 shovel probes will be needed.
- No more than 50 artifacts will be found.
- No more than two (2) site identified.
- If INDOT or IDNR - DHPA require more extensive methods than are proposed in this proposal, then the scope and cost will need to be reconsidered.

Invoicing and Payment Terms

- Monthly electronic invoices copies, along with any required documentation, will be submitted by ASC Group, Inc. to Client via email. Payment to ASC Group, Inc. is due within 10 days after receipt of invoice, except where "Pay when Paid".
- For "Pay when Paid" terms, payment is due within 10 days of receipt of payment by Client for work performed by ASC Group, Inc., but not longer than 90 days after the date of ASC Group, Inc.'s invoices, even if payment has not been received by Client.

NOTE: The costs provided for the completion of this task are good for a period of six months from the preparation date on this document.

**PHASE Ia ARCHAEOLOGICAL RECORDS CHECK AND RECONNAISSANCE SURVEY
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA
ASC GROUP, INC.**

CONSULTANT: WSP
DATE: 8/24/2022

WSP- 2nd Street Bloomington LPA Rates

Task - Description	Hourly Rate	Total Hours	Labor Costs	Total Costs
A. TASK COORDINATION				
Project Coordinator	\$98.75	1	\$98.75	\$98.75
Senior Project Manager	\$138.91	1	\$138.91	\$138.91
Project Manager	\$132.82	3	\$398.46	\$398.46
Archaeologist PI	\$118.56	4	\$474.24	\$474.24
SUBTOTAL A				\$1,110.36
B. LITERATURE REVIEW AND RECORDS CHECK				
Archaeologist III	\$83.52	6	\$501.12	\$501.12
SUBTOTAL B				\$501.12
C. RECONNAISSANCE SURVEY				
Safety Coordinator	\$108.24	1	\$108.24	\$108.24
Archaeologist II (Utility Locates-811 calls)	\$78.16	6	\$468.96	\$468.96
Archaeologist II	\$78.16	24	\$1,875.84	\$1,875.84
Archaeologist I	\$53.91	24	\$1,293.84	\$1,293.84
SUBTOTAL C				\$2,453.04
D. TRAVEL/LODGING/EXPENSES				
Lodging: \$96.00 + 12% (107.52) per night x 2 rooms x 2 nights				\$430.08
Meals: \$26.00 per full day/per person x 2 person x 3 days				\$156.00
Mileage: 300 miles @ \$0.45/mi				\$135.00
Trimble Unit: 1 Unit @ \$75.00/day x 3 days				\$225.00
Supplies				\$30.00
SUBTOTAL D				\$976.08
E. ANALYSIS/REPORT PREPARATION REVISE & SUBMIT				
Project Manager	\$132.82	3	\$398.46	\$398.46
Archaeologist PI	\$118.56	6	\$711.36	\$711.36
Archaeologist II	\$78.16	40	\$3,126.40	\$3,126.40
Archaeologist I	\$53.91	8	\$431.28	\$431.28
Technical Document Specialist	\$59.64	10	\$596.40	\$596.40
Technical Editor	\$62.11	4	\$248.44	\$248.44
GIS Specialist I	\$87.32	10	\$873.20	\$873.20
SUBTOTAL E				\$6,385.54
F. REPORT PRODUCTION				
Photocopying/Digital Data				\$118.58
Project Supplies/Shipping				\$30.00
SUBTOTAL F				\$148.58
G. CURATION AND SHAARD ENTRY				
Archaeologist II	\$78.16	8	\$625.28	\$625.28
SUBTOTAL G				\$625.28

**PHASE Ia ARCHAEOLOGICAL RECORDS CHECK AND RECONNAISSANCE SURVEY
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA
ASC GROUP, INC.**

CONSULTANT: WSP
DATE: 8/24/2022

WSP- 2nd Street Bloomington LPA Rates

Task - Description	Hourly Rate	Total Hours	Labor Costs	Total Costs
<hr style="border-top: 1px dashed black;"/>				
H. CURATION COSTS				
Curation Fee (Indiana State Museum): \$400.00/cf box; 1/2 box				\$200.00
Supplies/Artifact Shipping (UPS)				\$100.00
<i>SUBTOTAL H</i>				\$300.00
TOTAL (A-H)		157		\$12,500.00



**SCOPE OF SERVICE
CULTURAL RESOURCES EARLY COORDINATION
HISTORIC/ARCHITECTURAL RECORDS CHECK AND SURVEY,
AND HISTORIC PROPERTY REPORT
PREPARATION DATE: 8/24/2022**

Prepared For

WSP

Project Title

W. 2nd Street Modernization and Safety Improvements
City of Bloomington, Monroe County, Indiana

Project Understanding

The primary project corridor includes 2nd Street from the trail at Walker Street to the B-Line Trail, with potentially minor updates west to Patterson Drive and east to College Avenue. Project components include pavement improvements, pedestrian improvements, bike lanes, bus stops, utility improvements, and landscape design.

The Indiana Buildings, Bridges, and Cemeteries Map indicates that two Notable-rated buildings are located along the project corridor and that the National Register of Historic Places (NRHP)-listed Seminary Square Park is located on the east side of College Avenue, just east of the project area and likely within the Area of Potential Effects (APE). In addition, the locally designated Greater Prospect Hill Historic District includes many of the houses along the north side of 2nd Street along the project corridor. This historic district will need to be evaluated for NRHP eligibility. Therefore, the Minor Project Programmatic Agreement (MPPA) is not applicable.

Level of Survey

Records Check
Cultural Resources Early Coordination
Historic Properties Survey and Report
Consulting Parties Meeting

Project Approach

The project will require a full section 106 process and review, as it does not meet the MPPA criteria due to the presence of historic resources along the project corridor.



Cultural Resources Early Coordination and Correspondence

ASC Group, Inc. (ASC) will prepare a comprehensive list of potential consulting parties for Cultural Resources Early Coordination, and, following the most recent guidance from the Indiana Department of Transportation Cultural Resource Office (INDOT-CRO), prepare and distribute a Section 106 Early Coordination Letter. Additional effort will include maintaining a list of and responses from consulting parties, as well as providing all consulting parties with information on accessing all Section 106 documents. All Section 106 documents will be uploaded to INSCOPE, the INDOT document portal for Section 106 documents. The consulting parties will be invited to comment on the reports and the results of other cultural resource documentation. It is anticipated that consulting parties will receive correspondence a total of five times throughout the Section 106 process. The responses of the consulting parties will be incorporated into the Section 106 Findings and Effects Documentation.

Records Check

Define a preliminary APE and submit it to INDOT-CRO for revisions and/or concurrence. It is anticipated that the APE will consist of an area one parcel deep along the north and south sides of the project area and may extend a parcel east and west of the project area depending on the nature of the improvements at the project termini. The records check for historic properties will be conducted within and surrounding the anticipated APE.

Historic Properties Records Check:

Goals: Examine all inventories and literature to include areas within the newly defined APE to determine whether:

- any part of the project corridor has been previously surveyed;
- previously identified aboveground resources have been subject to sufficient investigation to determine their potential eligibility; and
- any known significant architectural properties can be avoided early in the planning stages.

Methods: The literature review area will consist of the APE, but the records check will examine an area likely to prove larger than the final APE to ensure that all of the APE will be included in the records check. The following sources may be examined as applicable:

1. Indiana Historic Buildings, Bridges, and Cemeteries Map (IHBBC Map)
2. National Historic Landmark and NRHP listings;
3. Historic county and city atlases and maps;
4. CRO-Public Web Map App; and
5. *Indiana Historic Bridge Inventory*.

All historic architectural resources identified will be mapped on aerial photography maps, which will include previously inventoried historical architectural properties.



Historic Properties Survey

Goals: Using the INDOT-CRO-approved APE, conduct a supplemental reconnaissance survey to document the historical architectural resources present within the APE and provide a recommendation as to the NRHP eligibility of the resources.

Methods: A historic properties survey involving a field review of the APE will be conducted. Aboveground resources to be individually documented include: a) any resources within the project area that are included in the IHBBC Map and/or the appropriate county Interim Report with a rating of Notable or Outstanding; and b) aboveground resources that have become 50 years old or older since initially recorded for the appropriate county Interim Report, and that will be 50 years old or older as of the anticipated project letting. These architectural properties will be examined to determine age, materials, type, style, function, and level of integrity. Survey methodology will document those properties within the APE and, in the event any potential historic districts are identified, typical examples throughout the remaining sections of the neighborhood; in addition, potential boundaries will be identified. When appropriate, neighborhoods will be evaluated for NRHP-eligibility. These recommendations together with the survey findings will be compiled in a report written to the standards of the most recent INDOT *Cultural Resources Manual* and other appropriate guidance. We assume that streetscape photos will be used to capture previously documented historic districts and non-eligible neighborhoods and structures.

Report Preparation

Project reporting will include the preparation of a draft and final Historic Property Report. The report will include:

- executive summary;
- scope of work;
- methodology;
- literature review results;
- project-appropriate context;
- description of properties;
- summary and conclusions of the survey.

Report Production and Distribution

Unless directed otherwise by the client, ASC will submit one copy of the Historic Property Report to the INDOT-CRO. Upon approval by INDOT, one copy will be submitted to the Division of Historic Preservation and Archaeology (DHPA).

WSP: Draft: 1 electronic copy
 Final: 1 electronic copy

INDOT-CRO: Draft: 1 electronic copy
 Final: 1 electronic copy

DHPA-SHPO: Final: 1 bound copy

ASC: File Copy



Project Sponsor Responsibilities

- Access to the individual properties will be arranged prior to commencement of the field work.
- Copies of the landowner notification letters will be provided to ASC.
- Mapping will be provided that clearly identifies the boundaries of the project area.
- Prior to commencement of the field work, Client will provide electronic mapping of the project as shapefiles or geo-referenced CAD or Microstation files.

Invoicing and Payment Terms

- Monthly electronic invoices copies, along with any required documentation, will be submitted by ASC Group, Inc. to Client via email. Payment to ASC Group, Inc. is due within 10 days after receipt of invoice, except where "Pay when Paid".
- For "Pay when Paid" terms, payment is due within 10 days of receipt of payment by Client for work performed by ASC Group, Inc., but not longer than 90 days after the date of ASC Group, Inc.'s invoices, even if payment has not been received by Client.

NOTE: The costs provided for the completion of this task are good for a period of six months from the preparation date on this document.

**HISTORIC/ARCHITECTURAL SURVEY AND
HISTORIC PROPERTY REPORT,
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA
ASC GROUP, INC.**

CONSULTANT: WSP
DATE: 8/24/2022
WSP- 2nd Street Bloomington LPA Rates
Task - Description

	Hourly Rate	Total Hours	Labor Costs	Total Costs
A. TASK COORDINATION				
Project Coordinator	\$98.75	1	\$98.75	\$98.75
Senior Project Manager	\$138.91	1	\$138.91	\$138.91
Project Manager	\$132.82	2	\$265.64	\$265.64
Architectural Historian PI	\$94.97	4	\$379.88	\$379.88
SUBTOTAL A				\$883.18
B. CULTURAL RESOURCES EARLY COORDINATION				
Architectural Historian PI	\$94.97	24	\$2,279.28	\$2,279.28
Architectural Historian II	\$75.28	12	\$903.36	\$903.36
Technical Editor	\$62.11	6	\$372.66	\$372.66
Technical Document Specialist	\$59.64	6	\$357.84	\$357.84
GIS Specialist I	\$87.32	8	\$698.56	\$698.56
SUBTOTAL B				\$4,611.70
C. RECORDS CHECK (Online)				
Architectural Historian PI	\$94.97	4	\$379.88	\$379.88
Architectural Historian II	\$75.28	10	\$752.80	\$752.80
SUBTOTAL C				\$1,132.68
D. HISTORIC PROPERTY SURVEY				
Safety Coordinator	\$108.24	1	\$108.24	\$108.24
Architectural Historian PI	\$94.97	16	\$1,519.52	\$1,519.52
Architectural Historian II	\$75.28	10	\$752.80	\$752.80
SUBTOTAL D				\$2,380.56
E. TRAVEL/LODGING/EXPENSES				
Mileage: 500 total miles @ \$0.45/mi				\$225.00
Supplies				\$20.00
SUBTOTAL E				\$245.00
F. REPORT PREPARATION				
Project Manager	\$132.82	3	\$398.46	\$398.46
Architectural Historian PI	\$94.97	20	\$1,899.40	\$1,899.40
Architectural Historian II	\$75.28	40	\$3,011.20	\$3,011.20
Technical Document Specialist	\$59.64	12	\$715.68	\$715.68
Technical Editor	\$62.11	11	\$683.21	\$683.21
GIS Specialist I	\$87.32	18	\$1,571.76	\$1,571.76
SUBTOTAL F				\$8,279.71
G. REPORT PRODUCTION				
Photocopying/Digital Data				\$117.17
Shipping				\$50.00
Digital Mapping				\$100.00
SUBTOTAL G				\$267.17
TOTAL (A-G)		209		\$17,800.00



**SCOPE OF SERVICE
ASSESSMENT OF EFFECTS DOCUMENT
800.11 FINDINGS AND EFFECTS DOCUMENTATION
PREPARATION DATE: 8/24/2022**

Prepared For

WSP

Project Title

W. 2nd Street Modernization and Safety Improvements
City of Bloomington, Monroe County, Indiana

Project

Assessment of Effects Document
800.11 Findings and Effects Documentation

Project Area

The primary project corridor includes 2nd Street from the trail at Walker Street to the B-Line Trail, with potentially minor updates west to Patterson Drive and east to College Avenue. Project components include pavement improvements, pedestrian improvements, bike lanes, bus stops, utility improvements, and landscape design.

Project Approach

The project will require a full section 106 process and review.

Meetings

Preparation of the Section 106 Findings and Effects Documentation will include attendance at no more than two in-person meetings and four conference call meetings including ASC Group, Inc. (ASC) and WSP staff and agency representatives. In addition, ASC will be represented at not more than one consulting parties meeting as part of the Section 106 component of the project.

Section 106 Findings and Effects Documentation (800.11)

ASC will produce the Assessment of Effects document and the separate 800.11 Findings and Effects Documentation for the project, based on the results of the survey completed for the Historic Property Report and the plans for the completed roadway. One of each document (Assessment of Effects and 800.11 Findings and Effects Documentation) will be completed for the project, with each of the affected intersections discussed. This documentation will be submitted to INDOT for review and signature, and will then be sent to identified consulting parties.



ASC will write and submit a Public Notice for the Section 106 finding to be published in an appropriate local newspaper following INDOT's signing of the findings determination.

If the Section 106 Findings and Effects Documentation results in a finding of Adverse Effects, a Memorandum of Agreement (MOA) will be required.

Project Sponsor Responsibilities

- Mapping will be provided that clearly identifies the boundaries of the project area.
- Prior to commencement of the field work, Client will provide electronic mapping of the project as shapefiles or geo-referenced CAD or Microstation files.
-

Report Production and Distribution

Unless directed otherwise by the client, ASC will submit one copy of the Historic Property Report to the INDOT-CRO. Upon approval by INDOT, one copy will be submitted to the Division of Historic Preservation and Archaeology (DHPA).

WSP: Draft: 1 electronic copy
 Final: 1 electronic copy

INDOT-CRO: Draft: 1 electronic copy
 Final: 1 electronic copy

DHPA-SHPO: Final: 1 bound copy

ASC: File Copy

Invoicing and Payment Terms

- Monthly electronic invoices copies, along with any required documentation, will be submitted by ASC Group, Inc. to Client via email. Payment to ASC Group, Inc. is due within 10 days after receipt of invoice, except where "Pay when Paid".
- For "Pay when Paid" terms, payment is due within 10 days of receipt of payment by Client for work performed by ASC Group, Inc., but not longer than 90 days after the date of ASC Group, Inc.'s invoices, even if payment has not been received by Client.

NOTE: The costs provided for the completion of this task are good for a period of six months from the preparation date on this document.

**ASSESSMENT OF EFFECTS DOCUMENT
800.11 FINDINGS AND EFFECTS DOCUMENTATION**
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA

CONSULTANT: WSP
DATE: 8/24/2022
WSP- 2nd Street Bloomington LPA Rates
Task - Description

**Hourly
Rate Total
Hours Labor
Costs Total
Costs**

Task - Description	Hourly Rate	Total Hours	Labor Costs	Total Costs
A. TASK COORDINATION				
Project Coordinator	\$98.75	1	\$98.75	\$98.75
Senior Project Manager	\$138.91	1	\$138.91	\$138.91
Project Manager	\$132.82	2	\$265.64	\$265.64
Architectural Historian PI	\$94.97	4	\$379.88	\$379.88
SUBTOTAL A				\$883.18
B. MEETINGS/CONFERENCE CALLS				
Architectural Historian II	\$75.28	6	\$451.68	\$451.68
Architectural Historian PI	\$94.97	6	\$569.82	\$569.82
SUBTOTAL B				\$1,021.50
C. EXPENSES				
Mileage: 300 total miles @ \$0.45/mi				\$135.00
SUBTOTAL C				\$135.00
D. ASSESSMENT OF EFFECTS DOCUMENT PREPARATION				
Project Manager	\$132.82	2	\$265.64	\$265.64
Architectural Historian PI	\$94.97	40	\$3,798.80	\$3,798.80
Architectural Historian II	\$75.28	16	\$1,204.48	\$1,204.48
Technical Document Specialist	\$59.64	8	\$477.12	\$477.12
Technical Editor	\$62.11	8	\$496.88	\$496.88
GIS Specialist I	\$87.32	8	\$698.56	\$698.56
SUBTOTAL D				\$6,941.48
E. ASSESSMENT OF EFFECTS DOCUMENT PRODUCTION				
Photocopying/Digital Data				\$90.78
Shipping				\$50.00
SUBTOTAL E				\$140.78
F. 800.11 FINDINGS AND DOCUMENTATION DOCUMENT PREPARATION				
Project Manager	\$132.82	2	\$265.64	\$265.64
Architectural Historian PI	\$94.97	24	\$2,279.28	\$2,279.28
Architectural Historian II	\$75.28	12	\$903.36	\$903.36
Technical Document Specialist	\$59.64	6	\$357.84	\$357.84
Technical Editor	\$62.11	6	\$372.66	\$372.66
GIS Specialist I	\$87.32	4	\$349.28	\$349.28
SUBTOTAL F				\$4,528.06
G. 800.11 FINDINGS AND DOCUMENTATION DOCUMENT PRODUCTION				
Photocopying				\$50.00
Publishing Public Notice in Local Paper				\$150.00
Shipping/Supplies				\$50.00
SUBTOTAL G				\$250.00
TOTAL (A-G)		156		\$13,900.00



**SCOPE OF SERVICE
MEMORANDUM OF AGREEMENT DEVELOPMENT AND MEETINGS
ASC GROUP, INC.
PREPARATION DATE: 8/24/2022
(IF AUTHORIZED)**

Prepared For

WSP

Project Title

W. 2nd Street Modernization and Safety Improvements
City of Bloomington, Monroe County, Indiana

Project Understanding

It is anticipated that a possible outcome of this project may be a finding of adverse effects; as a result, this proposal for a Memorandum of Agreement (MOA) is being prepared, to be authorized if needed.

Purpose

To provide technical support in working with agencies to develop an MOA that documents the agency's compliance with laws and regulations and legally governs how the agency will take into account the effects of its project on historic properties.

Document Preparation

The MOA is a formal document between the Federal agency, the State Historic Preservation Office (SHPO), and sometimes the Advisory Council on Historic Preservation and other invited signatories and consulting parties that specifies the measures for avoiding, minimizing, and/or mitigating adverse effects on historic properties.

The MOA indicates the authority under which the MOA will be implemented, the agencies involved, the historic properties affected, the nature of the project affecting historic properties, the names of consulting parties, stipulations to avoid, minimize, and/or mitigate effects of the project on historic properties, the duration of the MOA, how unanticipated discoveries and disputes will be handled, and how the MOA will be amended and terminated.

Meetings

The cost estimate includes attending up to two (2) meetings with representative(s) from the City of Bloomington, INDOT, SHPO, WSP, and the Architectural History Principal Investigator and the Project Manager (when needed) from ASC Group, Inc. If SHPO requires more extensive methods or meetings than are proposed in this proposal, then the scope and cost will need to be reconsidered.



Report Production and Distribution

Unless directed otherwise by the Client, ASC Group, Inc. will submit one copy of the MOA to the INDOT CRO. Upon approval by INDOT, one copy will be submitted to the Indiana Department of Natural Resources (IDNR) - Division of Historic Preservation and Archaeology (DHPA).

Distribution list:

WSP:	Draft: 1 digital copy Final: 1 digital copy
INDOT CRO:	Draft: 1 digital copy Final: 1 digital copy
IDNR - DHPA:	Draft: 1 bound copy
ASC Group, Inc.:	File Copy

Invoicing and Payment Terms

- Monthly electronic invoices copies, along with any required documentation, will be submitted by ASC Group, Inc. to Client via email. Payment to ASC Group, Inc. is due within 10 days after receipt of invoice, except where "Pay when Paid".
- For "Pay when Paid" terms, payment is due within 10 days of receipt of payment by Client for work performed by ASC Group, Inc., but not longer than 90 days after the date of ASC Group, Inc.'s invoices, even if payment has not been received by Client.

NOTE: The costs provided for the completion of this task are good for a period of six months from the preparation date on this document.

**MEMORANDUM OF AGREEMENT DEVELOPMENT AND MEETINGS
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA
(IF AUTHORIZED)**

ASC GROUP, INC.

CONSULTANT: WSP
DATE: 8/24/2022
WSP- 2nd Street Bloomington LPA Rates

Task - Description	Hourly Rate	Total Hours	Labor Costs	Total Costs
A. TASK COORDINATION				
Senior Project Manager	\$138.91	1	\$138.91	\$138.91
Project Coordinator	\$98.75	1	\$98.75	\$98.75
Project Manager	\$132.82	3	\$398.46	\$398.46
Architectural Historian PI	\$94.97	4	\$379.88	\$379.88
SUBTOTAL A				\$1,016.00
B. AGENCY COORDINATION				
Architectural Historian PI	\$94.97	24	\$2,279.28	\$2,279.28
Architectural Historian II	\$75.28	24	\$1,806.72	\$1,806.72
SUBTOTAL B				\$4,086.00
C. DOCUMENT PREPARATION				
Architectural Historian PI	\$94.97	24	\$2,279.28	\$2,279.28
Architectural Historian II	\$75.28	12	\$903.36	\$903.36
SUBTOTAL C				\$3,182.64
D. PRODUCTION AND REVISION				
Project Manager	\$132.82	3	\$398.46	\$398.46
Architectural Historian PI	\$94.97	20	\$1,899.40	\$1,899.40
Architectural Historian II	\$75.28	10	\$752.80	\$752.80
Technical Document Specialist	\$59.64	8	\$477.12	\$477.12
Technical Editor	\$62.11	5	\$310.55	\$310.55
GIS Specialist I	\$87.32	4	\$349.28	\$349.28
SUBTOTAL D				\$4,187.61
E. REPORT PRODUCTION				
Photocopying				\$112.75
Supplies				\$25.00
Shipping				\$50.00
SUBTOTAL E				\$187.75
F. MEETINGS (UP TO FOUR)				
Architectural Historian PI	\$94.97	20	\$1,899.40	\$1,899.40
Architectural Historian II	\$75.28	20	\$1,505.60	\$1,505.60
SUBTOTAL F				\$3,405.00
G. TRAVEL/EXPENSES				
Mileage/Gasoline (300 miles @ \$0.45/mi)				\$135.00
SUBTOTAL G				\$135.00
TOTAL COST (A-G)		163		\$16,200.00



**SCOPE OF SERVICE
SECTION 4(f) EVALUATION
PREPARATION DATE: 8/24/2022**

Prepared For

WSP

Project Title

W. 2nd Street Modernization and Safety Improvements
City of Bloomington, Monroe County, Indiana

Project Understanding

The primary project corridor includes 2nd Street from the trail at Walker Street to the B-Line Trail, with potentially minor updates west to Patterson Drive and east to College Avenue. Project components include pavement improvements, pedestrian improvements, bike lanes, bus stops, utility improvements, and landscape design.

Level of Survey – Section 4(f) Evaluation

Section 4(f) Determination of Applicability and Evaluation

The Section 4(f) Evaluation will be conducted in accordance with Federal Highway Administration (FHWA) and Indiana Department of Transportation (INDOT) guidance as established in 23 CFR 771.135 and T6640.8A. It applies to any publicly owned park, recreation area, wildlife/waterfowl refuge, or historic property that is listed in or is eligible for the National Register of Historic Places (NRHP).

Section 4(f) Determination

The project area will be evaluated to determine if “any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance . . . or any land from an historic site of national, state, or local significance” are in the project area and that Section 4(f) applies. Coordination with INDOT and FHWA will be completed to determine if the Section 4(f) evaluation can be completed as a *de minimis* finding or whether a programmatic or individual evaluation will be required. A *de minimis* finding for historic properties will be resolved through the appropriate portion of INDOT’s template for Findings of APE, Eligibility, and Effect. If the 4(f) evaluation will require a programmatic or individual 4(f) evaluation, then preparation of a second document will be required.



A Section 106 Memorandum of Agreement for mitigating an adverse effect under Section 106 is required for applying the historic sites and historic bridges programmatic Section 4(f) evaluations. If there is a Section 4(f) use of a historic property, a Section 106 finding of “No Adverse Effect” qualifies the impact for a *de minimis* finding. Section 106 and the application of a programmatic Section 4(f) evaluation are documented simultaneously. If there is a Section 4(f) use of publicly owned properties, the appropriate evaluation for a *de minimis* programmatic or individual 4(f) finding must be prepared.

Report Distribution

The Section 4(f) Evaluation will be submitted as specified in 23 CFR 771.135 and T6640.8A and the INDOT CE Manual.

Distribution:

WSP:	Draft Submittal -	1 electronic copy
	Final Submittal -	1 electronic copy
INDOT Central Office:	Draft Submittal -	1 electronic copy
	Final Submittal -	1 electronic copy
ASC Group, Inc.:	Final	1 File Copy

Project Sponsor Responsibilities

Alternatives analyses discussion and details.

Provide mapping that clearly identifies the boundaries of the project area.

Prior to commencement of the work, Client will provide electronic mapping of the project as shapefiles or geo-referenced CAD or Microstation files.

Invoicing and Payment Terms

- Monthly electronic invoices copies, along with any required documentation, will be submitted by ASC Group, Inc. to Client via email. Payment to ASC Group, Inc. is due within 10 days after receipt of invoice, except where “Pay when Paid”.
- For “Pay when Paid” terms, payment is due within 10 days of receipt of payment by Client for work performed by ASC Group, Inc., but not longer than 90 days after the date of ASC Group, Inc.’s invoices, even if payment has not been received by Client.

NOTE: The costs provided for the completion of this task are good for a period of six months from the preparation date on this document.

SECTION 4(f) EVALUATION
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA
ASC GROUP, INC.

CONSULTANT: WSP
DATE: 8/24/2022
WSP- 2nd Street Bloomington LPA Rates

Task - Description	Hourly Rate	Total Hours	Labor Costs	Total Costs
A. TASK COORDINATION				
Project Coordinator	\$98.75	1	\$98.75	\$98.75
Senior Project Manager	\$138.91	1	\$138.91	\$138.91
Project Manager	\$132.82	3	\$398.46	\$398.46
Architectural Historian PI	\$94.97	4	\$379.88	\$379.88
Archaeologist PI	\$118.56	4	\$474.24	\$474.24
SUBTOTAL A				\$1,490.24
B. SECTION 4(f) EVALUATION				
Project Manager	\$132.82	6	\$796.92	\$796.92
Architectural Historian PI	\$94.97	30	\$2,849.10	\$2,849.10
Architectural Historian II	\$75.28	30	\$2,258.40	\$2,258.40
Archaeologist PI	\$118.56	12	\$1,422.72	\$1,422.72
Technical Document Specialist	\$59.64	10	\$596.40	\$596.40
Technical Editor	\$62.11	8	\$496.88	\$496.88
GIS Specialist I	\$87.32	10	\$873.20	\$873.20
SUBTOTAL B				\$9,293.62
C. REPORT PRODUCTION				
Photocopying and Project Supplies				\$91.14
Shipping				\$25.00
SUBTOTAL C				\$116.14
TOTAL (A-C)		118		\$10,900.00



**SCOPE OF SERVICE
ENVIRONMENTAL DOCUMENT PREPARATION
CATEGORICAL EXCLUSION LEVEL 4
PREPARATION DATE: 8/24/2022**

Prepared For

WSP

Project Title

W. 2nd Street Modernization and Safety Improvements
City of Bloomington, Monroe County, Indiana

Project Understanding

The primary project corridor includes 2nd Street from the trail at Walker Street to the B-Line Trail, with potentially minor updates west to Patterson Drive and east to College Avenue. Project components include pavement improvements, pedestrian improvements, bike lanes, bus stops, utility improvements, and landscape design.

The Indiana Buildings, Bridges, and Cemeteries Map indicates that two Notable-rated buildings are located along the project corridor and that the National Register of Historic Places (NRHP)-listed Seminary Square Park is located on the east side of College Avenue, just east of the project area and likely within the Area of Potential Effects (APE). In addition, the locally designated Greater Prospect Hill Historic District includes many of the houses along the north side of 2nd Street along the project corridor. This historic district will need to be evaluated for NRHP eligibility.

Red Flag Investigation

A Red Flag Investigation or a Limited Red Flag Investigation as determined by INDOT will be required to complete the NEPA Process. A Red Flag Investigation will be conducted as the first step of the Categorical Exclusion process. The purpose is to screen the project area for potential environmental issues or concerns. A half mile radius of the project area will be evaluated.

The RFI Template layers provided by INDOT will be accessed using ArcGIS software as well as IDEM's Virtual File Cabinet to gather background ecological and environmental data. Applicable layers will be reviewed and appropriate figures developed. Layers to be researched include: Infrastructure, Water Resources, Mineral/Mining Exploration, Ecological Information, Urbanized Area Boundary, and Hazardous Material Concerns. A site visit will be conducted that will confirm information gathered from the ArcGIS software as well as identify other potential areas of concern.

A letter report detailing the results of the Red Flag Investigation will be prepared for the site. It will be prepared following INDOT guidance. It will include recommendations for additional surveys that may be required in the future as additional services, if needed.



USFWS's IPaC System for Listed Bat Consultation

The USFWS's Planning and Consultation (IPaC) will be prepared, submitted and verified by INDOT. IPaC is the USFWS's on-line system for listed species coordination, for completing consultation under the rangewide programmatic consultation for the Indiana Bat and Northern Long-eared Bat. USFWS uses the data in IPaC to track project documentation and to report on various aspects of the rangewide programmatic consultation.

Projects can be entered in IPaC by consultant preparers but must be verified for completeness and correctness by an environmental services employee of a signatory transportation agency (INDOT). Visual inspection will be completed as a part of the wetland/water survey and is not included as part of this scope or cost.

Environmental Document Preparation

One Categorical Exclusion (CE) document will be prepared that will detail impacts of the project. Based on the project description and potential impacts, it is assumed that the project will require preparation of a CE Level 4 with the potential to increase based on public involvement.

The Indiana Department of Transportation's (INDOT) *Indiana Categorical Exclusion Manual* (February, 2021) will be used as guidance to determine the nature and scope of impacts that may result from the proposed action. Data that have been gathered through early agency coordination, literature searches, and environmental surveys completed by ASC Group, Inc. (ASC) and others, transportation studies, and preliminary engineering studies will be submitted to ASC for use in assessing the potential impacts in the project area. Direct, secondary, and cumulative impacts to environmental, social, and cultural resources will be determined.

Agency coordination related to the Purpose and Need for the project, involvement with farmland protection, stream impacts, wetlands, threatened and endangered species, floodplains, and historic preservation will be part of the confirmation.

The client will provide information that will be included in the CE Form. The information will include the following items:

- Purpose and Need;
- Alternatives Considered and Roadway Character;
- Maintenance of Traffic During Construction;
- Traffic Data for intersection;
- Engineering Report for the roadway and intersection;
- Anticipated tree removal/trimming;
- Project Plan Set;
- Estimated Project Cost;
- Right-of-Way Information;
- Public Involvement.

ASC will complete the CE document and provide the following items and information for the CE (some tasks require additional studies for which scopes and costs may be provided separately):



- Early Coordination Process with Regulatory Agencies;
- Analysis and Determination of Environmental Impacts;
- Analysis and Determination of Ecological Impacts;
- Analysis and Determination of Cultural Resources Impacts;
- Analysis and Determination of Community Impacts – includes Public Facilities, Environmental Justice, Displacement, Section 4(f), and Section 6(f);
- Farmland Impacts;
- Determination of Environmental Commitments;
- Completion and Assembly of Categorical Exclusion Form; and
- Determination of Project Permits.

Reporting

The CE will be completed on INDOT’s December 2021 CE Form. It will be completed in accordance with INDOT guidelines as detailed in the *Categorical Exclusion Manual* (February, 2021) and the INDOT standardized language, *Procedural Manual for Preparing Environmental Studies* (INDOT, 2008). The document will include all required forms, checklists, documentation, maps, and drawings. Public Involvement information, Alternatives Considered, and Purpose and Need information gathered and provided by the client will be included with the Categorical Exclusion. The client will provide engineering drawings and information necessary for completion of the CE Form.

Report Distribution

WSP:	Draft Submittal -	1 electronic copy
	Final Submittal -	1 electronic copy
INDOT District/Central Office:	Draft Submittal -	1 electronic copy
	Final Submittal -	1 electronic copy
ASC:	Final	1 File Copy

Project Sponsor Responsibilities

Provide any data that have been gathered through literature searches, environmental studies, and preliminary engineering studies for use in assessing the potential impacts in the project area.

Provide Purpose and Need information, alternatives considered, public involvement information, engineering/construction drawings and details, Notice of Entry (Right of Entry) letter, and maintenance of traffic information and all anticipated tree removal/trimming for the project.



Client will provide electronic mapping of the project as shapefiles or geo-referenced CAD or Microstation files for mapping purposes only. Client will also provide calculations of potential construction impacts by using shape files of located resources from ASC Group or other sources and the most current design plans. If ASC Group is requested to complete these calculations supplemental fees will need to be submitted for out of scope work.

Invoicing and Payment Terms

- Monthly electronic invoices copies, along with any required documentation, will be submitted by ASC Group, Inc. to Client via email. Payment to ASC Group, Inc. is due within 10 days after receipt of invoice, except where “Pay when Paid”.
- For “Pay when Paid” terms, payment is due within 10 days of receipt of payment by Client for work performed by ASC Group, Inc., but not longer than 90 days after the date of ASC Group, Inc.’s invoices, even if payment has not been received by Client.

NOTE: The costs provided for the completion of this task are good for a period of six months from the preparation date on this document.

**ENVIRONMENTAL DOCUMENT PREPARATION
CATEGORICAL EXCLUSION LEVEL 4
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA
ASC GROUP, INC.**

CONSULTANT: WSP
DATE: 8/24/2022
WSP- 2nd Street Bloomington LPA Rates

Task - Description	Hourly Rate	Total Hours	Labor Costs	Total Costs
A. TASK COORDINATION				
Project Coordinator	\$98.75	1	\$98.75	\$98.75
Safety Coordinator	\$108.24	1	\$108.24	\$108.24
Senior Project Manager	\$138.91	1	\$138.91	\$138.91
Project Manager	\$132.82	3	\$398.46	\$398.46
Environmental Specialist	\$85.42	4	\$341.68	\$341.68
SUBTOTAL A				\$1,086.04
B. PRELIMINARY FIELD CHECK MEETING				
Environmental Specialist	\$85.42	4	\$341.68	\$341.68
Ecologist	\$80.96	4	\$323.84	\$323.84
Mileage: 300 miles @ \$0.45/mi				\$135.00
SUBTOTAL B				\$800.52
C. EARLY COORDINATION PROCESS				
Ecologist	\$80.96	20	\$1,619.20	\$1,619.20
GIS Specialist I	\$87.32	6	\$523.92	\$523.92
Technical Document Specialist	\$59.64	7	\$417.48	\$417.48
SUBTOTAL C				\$2,560.60
D. IPaC PROCESS				
Ecologist	\$80.96	10	\$809.60	\$809.60
Mileage: 300 miles @ \$0.45/mi				\$135.00
SUBTOTAL D				\$944.60
E. RED FLAG INVESTIGATION SUMMARY				
Senior Environmental Specialist	\$134.21	8	\$1,073.68	\$1,073.68
Technical Document Specialist	\$59.64	10	\$596.40	\$596.40
GIS Specialist I	\$87.32	24	\$2,095.68	\$2,095.68
Secondary Source Information - Aerial Photographs				\$100.00
SUBTOTAL E				\$3,865.76
F. ANALYSIS AND DOCUMENT PREPARATION				
Project Manager	\$132.82	4	\$531.28	\$531.28
Senior Ecologist	\$100.62	12	\$1,207.44	\$1,207.44
Ecologist	\$80.96	48	\$3,886.08	\$3,886.08
Technical Document Specialist	\$59.64	12	\$715.68	\$715.68
Technical Editor	\$62.11	10	\$621.10	\$621.10
GIS Specialist I	\$87.32	4	\$349.28	\$349.28
SUBTOTAL F				\$7,310.86
G. REPORT PRODUCTION EXPENSES				
Photocopying/Digital Data				\$106.82
SUBTOTAL G				\$106.82
H. PUBLIC INVOLVEMENT DOCUMENTATION ASSISTANCE				
Technical Document Specialist	\$59.64	8	\$477.12	\$477.12
Ecologist	\$80.96	8	\$647.68	\$647.68
SUBTOTAL H				\$1,124.80
TOTAL (A-H)		193		\$17,800.00



SCOPE OF SERVICE
CONSTRUCTION STORMWATER GENERAL PERMIT DEVELOPMENT
PREPARATION DATE: 8/24/2022

Prepared For

WSP

Project Title

W. 2nd Street Modernization and Safety Improvements
City of Bloomington, Monroe County, Indiana

Project Understanding

The City of Bloomington's W. 2nd Street Modernization and Safety Improvements project will extend the pedestrian upgrades along the 2nd Street corridor, providing facilities for users to travel from the large apartment complexes or the park just east of I-69 all the way to the B-Line Trail via trail or cycle-track. The study area is approximately 0.74 miles long extending from S. Patterson Drive east to S. College Avenue and ranging from approximately 80 to 125 feet wide.

Level of Work

Construction Stormwater General Permit (CSGP) Development

Storm Water Run-Off Associated with Construction Activity

The Construction Stormwater General Permit (CSGP) requires the development of a Construction Plan for both the construction and post-construction phases of a project. An integral part of the Construction Plan includes a Stormwater Pollution Prevention Plan (SWP3).

Permit Development

The SWP3 addresses several issues. First, the plan outlines how erosion and sedimentation will be managed on the project site to minimize the discharge of sediment off-site or to a water of the state. Second the plan addresses the proper management of other activities that may generate pollutants during construction. This may include disposal of building materials, management of fueling operations, etc. Finally, the plan should also address pollutants that will be associated with the post-construction land use. The SWP3 must be developed in accordance with the CSGP, and where applicable, the requirements of a local Municipal Separate Storm Sewer (MS4) ordinance. The SWP3 must be signed by a "trained individual" as defined in Appendix B in the permit.

The following information is an outline of items that are required to be contained in a Construction Plan that is submitted pursuant to the CSGP. The items within this document have been divided into three distinct categories, including:

The items required to complete a permit can be divided into three distinct categories, including:

- (1) Construction Plan Elements
- (2) Erosion and Sediment Control/Project Site Management
- (3) Post-construction



ASC Group, Inc. will develop the permit application after receiving the construction plans/SWP3 from the designers and then assemble/complete the remaining portions of the permit for submittal to the appropriate agencies on behalf of the design team.

Agency Coordination Meetings

The cost estimate includes attending up to two (2) conference call meetings with representative(s) from WSP, INDOT, IDEM, and the Environmental Specialist and the Project Manager from ASC.

Distribution

WSP	Draft Submittal - Final Submittal -	1 electronic copy 1 electronic copy
INDOT/IDEM:	Draft Submittal - Final Submittal -	1 electronic copy 1 electronic copy
ASC Group, Inc.:	File Copy-	1 electronic copy

Project Sponsor Responsibilities

The following will be provided to ASC prior to the commencement of work, concurrent with notice to proceed.

- Erosion and Sediment Control Plans
- Client will provide electronic mapping of the project as shapefiles or geo-referenced CAD or Microstation files.
- Purpose and need for the project, construction information, current project design, engineering information, and drawings including information related to fill, location, type, and quantity, topographic detail, structure information, and delineation of area to be disturbed.
- Location and name of all wetlands, lakes, and water courses on and adjacent to the site
- Identification of potential discharges to groundwater.

Assumptions

- ASC Group, Inc. will draft one CSGP for this project scoped based on provided information from the client’s erosion control plans.
- Client will develop the erosion control plans and ASC Group will prepare and submit the CSGP on behalf of the client and the professional engineer with the CPESC or CPESC In-Training certification or approved equivalent.
- If INDOT or IDEM require more permits than proposed, then the scope and cost will need to be reconsidered.



Invoicing and Payment Terms

- Monthly electronic invoices copies, along with any required documentation, will be submitted by ASC Group, Inc. to Client via email. Payment to ASC Group, Inc. is due within 10 days after receipt of invoice, except where "Pay when Paid".
- For "Pay when Paid" terms, payment is due within 10 days of receipt of payment by Client for work performed by ASC Group, Inc., but not longer than 90 days after the date of ASC Group, Inc.'s invoices, even if payment has not been received by Client.

NOTE: The costs provided for the completion of this task are good for a period of six months from the preparation date on this document.

**CONSTRUCTION STORMWATER GENERAL PERMIT DEVELOPMENT
W. 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENTS
CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA**

ASC GROUP, INC.

CONSULTANT: WSP
DATE: 8/24/2022
WSP- 2nd Street Bloomington LPA Rates

Task - Description	Hourly Rate	Total Hours	Labor Costs	Total Costs
A. PROJECT MANAGEMENT				
Project Coordinator	\$98.75	1	\$98.75	\$98.75
Senior Project Manager	\$138.91	1	\$138.91	\$138.91
Project Manager	\$132.82	3	\$398.46	\$398.46
Environmental Specialist	\$85.42	3	\$256.26	\$256.26
Technical Document Specialist	\$59.64	1	\$59.64	\$59.64
SUBTOTAL A				\$952.02
B. PERMIT DEVELOPMENT				
Project Manager	\$132.82	20	\$2,656.40	\$2,656.40
Environmental Specialist	\$85.42	20	\$1,708.40	\$1,708.40
Technical Document Specialist	\$59.64	10	\$596.40	\$596.40
Technical Editor	\$62.11	5	\$310.55	\$310.55
GIS Specialist I	\$87.32	16	\$1,397.12	\$1,397.12
SUBTOTAL B				\$6,668.87
C. PERMIT PRODUCTION				
Photocopying				\$71.15
Supplies				\$20.00
Permit Fee				\$175.00
SUBTOTAL C				\$266.15
D. AGENCY COORDINATION AND MEETINGS				
Project Manager	\$132.82	4	\$531.28	\$531.28
Environmental Specialist	\$85.42	4	\$341.68	\$341.68
SUBTOTAL D				\$872.96
E. MEETING EXPENSES				
Mileage: 200 miles @ \$0.45/mi				\$90.00
SUBTOTAL E				\$90.00
F. PUBLIC NOTICE REQUIREMENTS				
Photocopying				\$50.00
Publishing Public Notice in Local Paper				\$150.00
Shipping/Supplies				\$50.00
SUBTOTAL F				\$250.00
TOTAL (A-F)		80		\$9,100.00



Project: W. Second Street Modernization and Safety Improvements
Boring Location Plan

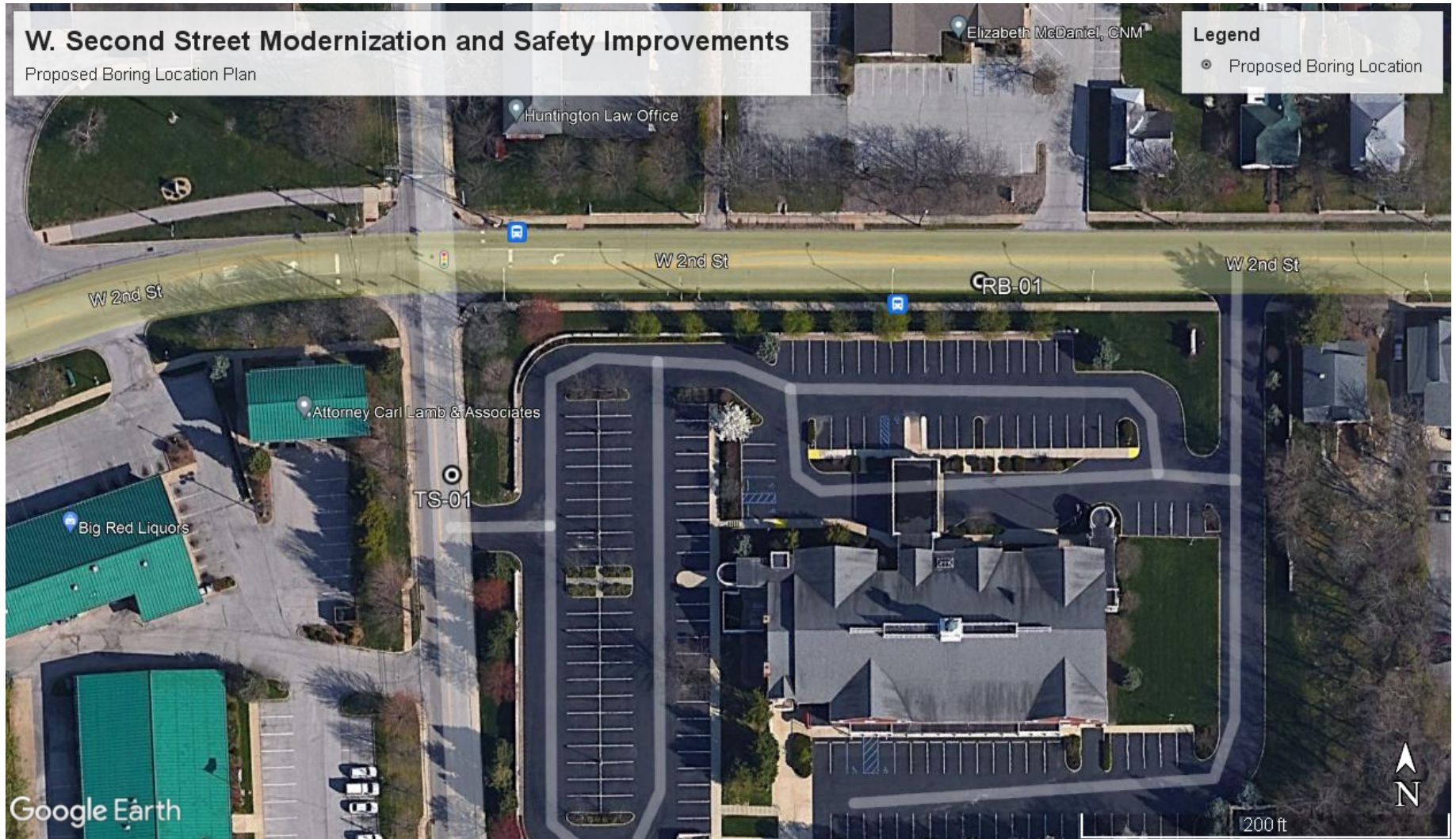
Location: Bloomington, IN





Project: W. Second Street Modernization and Safety Improvements
Boring Location Plan

Location: Bloomington, IN





Project: W. Second Street Modernization and Safety Improvements
Boring Location Plan

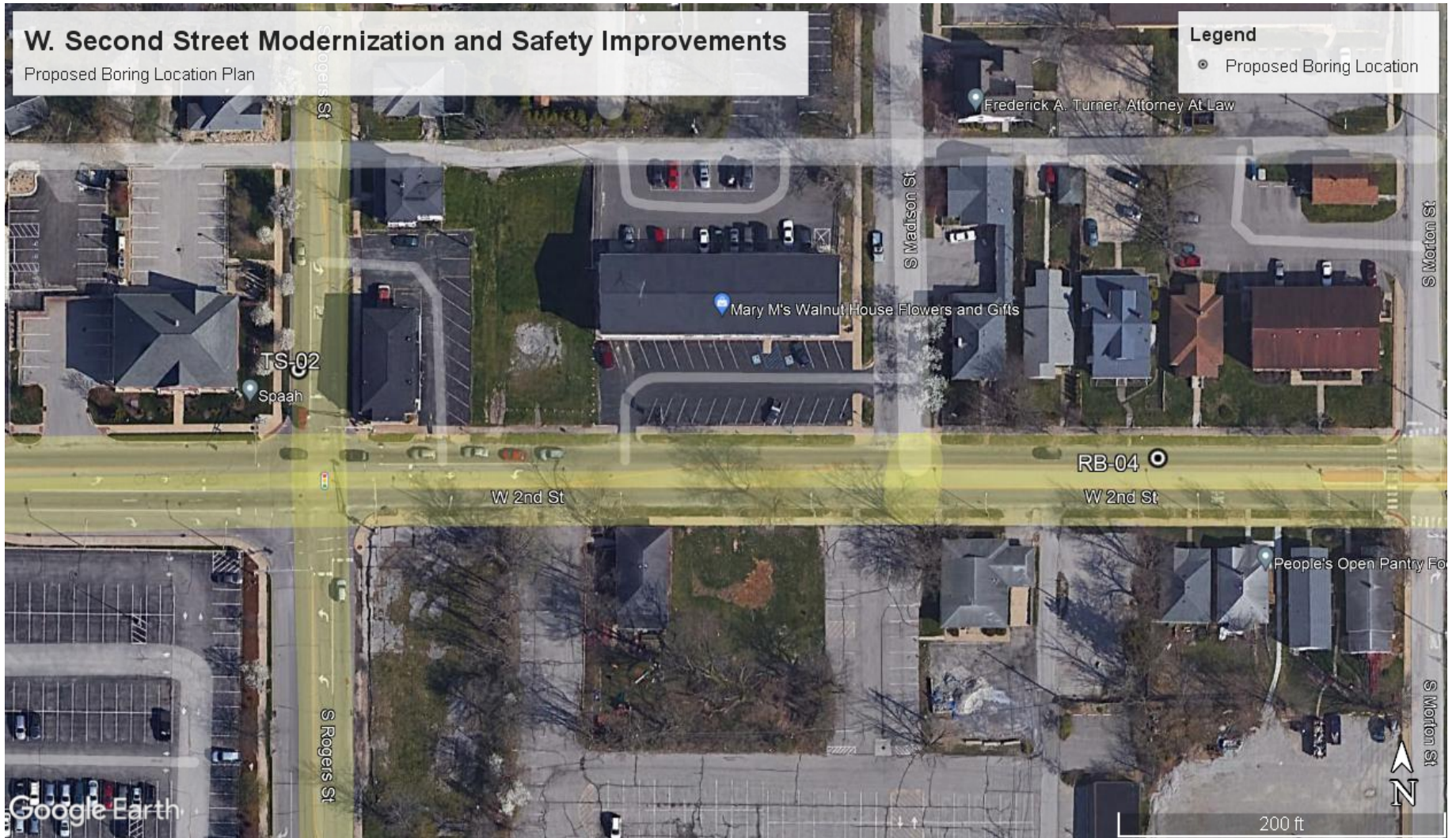
Location: Bloomington, IN





Project: W. Second Street Modernization and Safety Improvements
Boring Location Plan

Location: Bloomington, IN





Summary of Drilling Quantities

Borings	Surface Elevation	Boring Depth (ft)	Proposed boring termination elevation	Number of Split-Spoon Samples per Borings	Additional Sample	Shelby Tube	Bag Sample	Pavement Cores	Pavement Restoration	Assumed linear feet of soil	Assumed linear feet of rock core
RB-01	782.0	6	776.0	3		0			1	6	0
RB-02	792.0	6	786.0	3		0			1	6	0
RB-04	752.0	6	746.0	3		0			1	6	0
TS-01	773.0	25	748.0	0		0			1	2	23
TS-02	756.0	25	731.0	0		0			1	2	23
RW-01	795.0	10	785.0	3		1			1	10	0
RW-02	782.0	10	772.0	3		1			1	10	0
7		88		15	0	2	0	0	7	42	46

**Golder Associates USA, Inc.
Lansing Lab Cost Summary**

Lansing Laboratory				
Test	ASTM Method	Quantity	Unit Cost	Total
Moisture Content	D2216	20	\$10	\$200
Sieve Analysis for Soils, w/ Hydrometer	D1140, D422, C136	8	\$115	\$920
Atterburg	D4318	8	\$96	\$768
PH	D4972	4	\$46	\$184
Unconfined Compressive Strength with stress/strain curve	D2166	2	\$160	\$320
Organic Content	D2974	4	\$65	\$260
Hydraulic Conductivity / Permeability	D5084	0	\$320	\$0
Consolidation		0	\$750	\$0
TOTAL LAB TESTING COST				\$2,652



September 23, 2022

ATLAS Technical Consultants LLC

Mr. Luis A. Avila, P.E.
WSP USA Inc.
115 West Washington Street
Suite 1270S
Indianapolis, IN 46204

7988 Centerpoint Drive
Indianapolis, IN 46256

Phone +1 317 849 4990
Fax+1 317 849 4278

www.oneatlas.com

**RE: Geotechnical Engineering Investigation
Proposed 2nd Street Modernization
And Safety Improvements
Bloomington, Indiana
Atlas Proposal No. 22-1219**

Dear Mr. Avila:

Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal for performing a geotechnical engineering investigation for the referenced project.

PROJECT BACKGROUND

It is our understanding that the project will consist of the construction of facilities for improved travel for pedestrians along the 2nd Street corridor in the city of Bloomington, Indiana.

SCOPE OF SERVICES

The objectives of this investigation are to evaluate the existing subsurface conditions at the site with test hole drilling to provide samples to aid in developing recommendations necessary for the design and construction of the proposed improvements. The proposed subsurface exploration consists of the following:

- Two test boring locations near proposed traffic signals with split-barrel samples (ASTM D1586) obtained at 2.5 ft intervals to auger refusal. Additionally, rock core will be obtained to a depth of up to 25 ft below existing grade using a double tube core barrel system.
- Three roadway borings consisting of three continuous split-barrel samples obtained below the pavement section.
- Two soil test borings near existing retaining walls with a Shelby tube and split-barrel samples to depths of ten feet or auger refusal.

- Up to four hand auger locations obtaining soil samples near existing retaining walls to depths up to five feet.
- The test borings will be backfilled with the auger cuttings and patched with concrete. Pavement core locations will be patched with concrete.

A reconnaissance of the project site will be made by a member of our staff and the boring locations will be established in the field at that time. Atlas will contact Indiana 811 to locate underground utilities that are owned by the member utility companies; however, it is assumed that the City's representative will accurately mark in the field the locations of all underground utilities that are part of the City's underground utilities that are not part of the Indiana 811 locate service members.

The scope of the geotechnical investigation does not include laboratory testing or an engineering report.

ASSUMPTIONS AND EXCEPTIONS

- It is assumed that the test borings are readily accessible to a truck-mounted drill rig.
- Atlas will provide traffic control with isolated lane closures.
- The cost estimate does not include surveying the ground surface elevations at the test boring locations.
- It is assumed that the client will arrange for right-of-entry onto private property.
- It is assumed that City Permit Fees will be waived.
- This proposal does not include costs for restitution for landscape damage and Atlas will not be responsible for damage to landscaping or the restoration of landscaping.
- The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the ground water underlying the site and this study is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials may be present, field operations will be terminated.

FEES

We propose to perform the scope of services described herein for a not-to-exceed amount of \$12,480.59, unless unexpected subsurface conditions are encountered, or the project characteristics are changed significantly. Total fee will be based on actual quantities invoiced at the provided unit rates. If any changes in the program are indicated by the initial findings, we will consult with you and, with your approval, make such changes as are considered necessary. In any case, the cost estimate will not be exceeded without additional approval from you and changes to the scope of work will require a written change order.

Our estimate only covers the work needed to obtain soil and rock samples. Not included are fees for preparation of recommendations in a report form nor the

preparation or review of construction documents (e.g., plans and specifications), special conferences and any other work requested after providing the obtained samples.

AUTHORIZATIONS

Our professional services will be performed, our findings obtained and our testing performed in accordance with customary principles and practices in the field of geotechnical engineering at the time and location where the services are performed. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

If you have any questions concerning this proposal, please do not hesitate to call me.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS, LLC



David J. Latka, P.E.
Senior Project Engineer

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL FIELD</u>				
1. Mobilization and Field Coordination				
a. SPT Rig	1	ea	\$284.00	\$284.00
b. CPT		ea	\$475.00	
c. Mileage	140	mi	\$3.70	\$518.00
2. Truck mounted borings with split-spoon sampling				
a. Standard	34.0	ft	\$20.00	\$680.00
b. Night time		ft	\$23.60	
3. Truck mounted borings with drilling fluid				
a. Standard		ft	\$22.00	
b. Night time		ft	\$26.00	
4. Truck mounted core drilling				
a. Standard	46.0	ft	\$41.00	\$1,886.00
b. Night time		ft	\$48.40	
5. Truck mounted borings				
a. Truck mounted borings through bedrock or boulders or concrete pavement				
i. Standard	4.0	ft	\$41.00	\$164.00
ii. Night time		ft	\$48.40	
b. Bridge deck coring and restoration				
i. Standard		ea	\$368.00	
ii. Night time		ea	\$434.00	
6. Cone penetrometer testing				
a. Set up				
i. Standard		ea	\$84.00	
ii. Night time		ea	\$99.00	
b. Subsurface profiling				
i. Standard		ft	\$13.00	
ii. Night time		ft	\$15.00	
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	\$98.00	
b. Night time		ea	\$115.00	
ii. Penetration				
a. Standard		ft	\$15.25	
b. Night time		ft	\$18.00	
iii. Pore water dissipation test				
a. Standard		hr	\$200.00	
b. Night time		hr	\$235.00	
iv. Hydraulic conductivity and consolidation				
a. Standard		ea	\$79.00	
b. Night time		ea	\$93.00	
d. Profiling with Shearwave Velocity Measurement				
i. Standard		ft	\$17.00	

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
ii. Night time		ft	\$20.00	
e. Sample				
i. Standard		ea	\$26.00	
ii. Night time		ea	\$30.00	
7. Hand or truck soundings				
a. Standard	10.0	ft	\$13.25	\$132.50
b. Night time		ft	\$15.50	
8. Hand auger drilling				
a. Standard	20.0	ft	\$13.75	\$275.00
b. Night time		ft	\$16.25	
9. Skid mounted borings with split-spoon sampling				
a. Standard		ft	\$32.00	
b. Night time		ft	\$37.75	
10. Skid mounted borings using drilling fluid				
a. Standard		ft	\$33.50	
b. Night time		ft	\$39.50	
11. Skid mounted core drilling				
a. Standard		ft	\$46.00	
b. Night time		ft	\$54.00	
12. Skid mounted boring through bedrock or boulders				
a. Standard		ft	\$48.00	
b. Night time		ft	\$56.00	
13. Skid mounted soundings				
a. Standard		ft	\$19.00	
b. Night time		ft	\$22.00	
14. Skid Mounted Cone Penetrometer Testing (CPT)				
a. Set up				
i. Standard		ea	\$121.00	
ii. Night time		ea	\$143.00	
b. Subsurface profiling				
i. Standard		ft	\$18.75	
ii. Night time		ft	\$22.00	
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	\$116.00	
b. Night time		ea	\$137.00	
ii. Penetration				
a. Standard		ft	\$22.00	
b. Night time		ft	\$26.00	
iii. Pore Water Dissipation Test				
a. Standard		hr	\$231.00	
b. Night time		hr	\$273.00	
iv. Hydraulic Conductivity and Consolidation				
a. Standard		ea	\$89.00	

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
b. Night time		ea	\$105.00	
d. Profiling with Shearwave Velocity Measurement				
i. Standard		ft	\$26.25	
ii. Night time		ft	\$31.00	
e. Sample				
i. Standard		ea	\$34.00	
ii. Night time		ea	\$40.00	
15. Furnishing of a boat		Actual Cost	1.0	
16. Barge set-up expenses				
a. Navigable water				
i. Barge set-up		ea	\$6,300.00	
ii. Rental of support equipment and/or boat		Actual Cost	1.0	
iii. Drill rig down time		hr	\$157.00	
b. Non-navigable water barge set-up		ea	\$5,250.00	
17. Additional disassembly and reassembly				
a. Navigable water		ea	\$2,200.00	
b. Non-navigable water		ea	\$2,000.00	
18. Barge mounted borings with split spoon sampling		ft	\$35.00	
19. Barge mounted core drilling		ft	\$48.00	
20. Barge mounted boring through bedrock or boulders		ft	\$48.00	
21. Barge mounted soundings		ft	\$21.00	
22. Casing through water		ft	\$9.00	
23. Uncased sounding through water		ft	\$6.00	
24. Set up for borings and machine soundings				
a. Borings and machine soundings less than 20 ft deep	5	ea	\$74.00	\$370.00
b. Rock core borings	2	ea	\$126.00	\$252.00
25. Additional 2-in. split spoon sampling	3	ea	\$22.00	\$66.00
26. 3-in. split spoon samples		ea	\$24.00	
27. 3-in. Shelby tube samples	2	ea	\$66.00	\$132.00
28. Bag samples				
a. 25-lb sample		ea	\$54.00	
b. 5-lb sample		ea	\$35.00	
29. Field vane shear test				
a. Standard		ea	\$121.00	
b. Night time		ea	\$143.00	
30. 4½-in. cased hole		ft	\$13.25	
31. Installation of Geotechnical Instruments				
a. Inclinator casing installation				
i. Standard		ft	\$16.00	
ii. Night time		ft	\$19.00	
b. Piezometer installation up to 25 ft below surface		ea	\$284.00	
c. Piezometer installation deeper than 25 ft below surface		ea	\$315.00	
d. Metal protective outer cover for inclinometer and piezometer casings		ea	\$132.00	
32. Railroad expenses		Actual Cost	1.0	

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
33. Twenty-four hour water levels				
a. Field measurements per borehole				
i. Standard		ea	\$40.00	
ii. Night time		ea	\$48.00	
b. PVC slotted pipe		ft	\$6.50	
34. Special borehole backfilling				
a. 0 to 15 ft				
i. SPT				
a. Standard	5	ea	\$150.00	\$750.00
b. Night time		ea	\$175.00	
ii. CPT				
a. Standard		ea	\$49.00	
b. Night time		ea	\$57.00	
b. More than 15 ft				
i. SPT				
a. Standard	50.0	ft	\$7.00	\$350.00
b. Night time		ft	\$8.25	
ii. CPT				
a. Standard		ft	\$2.00	
b. Night time		ft	\$2.40	
c. Pavement restoration				
i. Standard	7	ea	\$65.00	\$455.00
ii. Night time		ea	\$75.00	
35. Equipment Rental		Actual Cost	1.0	
36. Traffic control				
a. Flag crew		day	\$800.00	
b. Equipment Rental and professional traffic control services	\$4,650.00	Actual Cost	1.0	\$4,650.00
c. Flag crew with equipment		day	\$950.00	
37. Centerline surveying		Actual Cost	1.0	
38. Percolation Test				
a. Granular Soils (A-1, A-2, A-3)		ea	\$2,000.00	
b. Cohesive Soils (A-4, A-5, A-6, A-7)		ea	\$3,000.00	
		Subtotal - Geotechnical Field		\$10,964.50

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils		ea	\$52.00	
40. Hydrometer analysis		ea	\$61.00	
41. Sieve analysis for Aggregates				
a. Analysis by Washing (AASHTO T-11)		ea	\$81.00	
b. Analysis by Using (AASHTO T-27)		ea	\$142.00	
42. Liquid limit		ea	\$41.00	
43. Plastic limit & plasticity index		ea	\$30.00	
44. Liquid Limit Ratio		ea	\$79.00	
45. pH test		ea	\$16.50	
46. Loss on Ignition Test				

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
a. Loss on Ignition Test (Conventional)		ea	\$26.00	
b. Loss on Ignition Test (Sequential)		ea	\$55.00	
c. Organic content based on Colorimeter		ea	\$26.00	
47 Topsoil Tests				
a. Phosphorus tests		ea	\$23.00	
b. Potassium tests		ea	\$23.00	
48 Moisture Content Test				
a. Moisture Content Test (Conventional)		ea	\$7.25	
b. Moisture Content Test (Microwave)		ea	\$9.00	
49 Expansion Index of Soils		ea	\$247.00	
50 Specific Gravity Test		ea	\$38.00	
51 Unit weight determination		ea	\$19.00	
52 Hydraulic Conductivity Test				
a. Constant Head		ea	\$247.00	
b. Falling Head		ea	\$300.00	
53 Unconfined Compression Test on soils & Rocks				
a. Unconfined Compression Test (Soils)		ea	\$50.00	
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)		ea	\$125.00	
c. Point Load Strength Index of Rock		ea	\$55.00	
54 Compressive Strength and Elastic Moduli of Intact Rock				
a. Compressive Strength of Intact Rock		ea	\$120.00	
b. Elastic Moduli of Intact Rock		ea	\$452.00	
55 Consolidation Test		ea	\$500.00	
56 Triaxial test				
a. Unconsolidated - Undrained (UU)		ea	\$375.00	
b. Consolidated - Undrained (CU)		ea	\$550.00	
c. Consolidated - Drained (CD)		ea	\$775.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	\$260.00	
57 Direct Shear Test		ea	\$575.00	
58 Moisture-Density Relationship Test				
a. Standard Proctor		ea	\$150.00	
b. Modified Proctor		ea	\$165.00	
59 Soil Support Testing				
a. Resilient Modulus on remolded soil sample		ea	\$660.00	
b. Resilient modulus on Shelby tube sample		ea	\$520.00	
60 Collapse Potential Evaluation Test				
a. Cohesive or Expansive Soils		ea	\$500.00	
61 Water Soluble Sulfate Test		ea	\$110.00	
62 Water Soluble Chloride Test		ea	\$110.00	
63 Soil Resistivity Test		ea	\$150.00	
64 Rock Durability Tests				
a. Slake Durability Index Test		ea	\$140.00	

<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
	ea	\$15.00	

b. Jar Slake Test

Subtotal - Geotechnical Laboratory

CONSTRUCTION INSPECTION AND MONITORING

74	Pressuremeter Testing services	day	\$1,800.00	
75.	Mobilization of testing Equipment	LS	\$200.00	
77	Integrity testing	Actual Cost	1.0	
79	Dynamic pile analysis	ea	\$1,100.00	
81	Dynamic pile load test	Actual Cost	1.0	
82	CAPWAP-C analysis	ea	\$600.00	

Subtotal - Construction Inspection and Monitoring

PAVEMENT INVESTIGATION

88.	Mobilization of coring equipment	LS	\$225.00	
89.	Mobilization mileage for coring equipment	mi	\$2.00	
90.	Pavement core (partial depth)	ea	\$140.00	
91.	Pavement core (full depth)			
	a. Standard	ea	\$215.00	
	b. Night time	ea	\$255.00	
92.	Sub-base sample	ea	\$66.00	
93.	Cement concrete pavement core density determination	ea	\$36.00	
94.	Cement concrete core compressive strength test	ea	\$35.00	
95.	Bituminous extraction test	ea	\$90.00	
96.	Sieve analysis of extracted aggregate test	ea	\$61.00	
97.	Recovery of asphalt from solution by Abson method	ea	\$378.00	
98.	Theoretical maximum specific gravity test	ea	\$80.00	
99.	Bulk specific gravity test	ea	\$35.00	
100.	Air voids calculation	ea	\$31.00	
101.	Core report	ea	\$65.00	

Subtotal - Pavement Investigation

GEOTECHNICAL ENGINEERING

Engineer/Scientist		hr	\$54.47	
Staff Engineer/Scientist	8	hr	\$67.13	\$537.04
Project Engineer/Scientist	4	hr	\$94.07	\$376.28
Senior Registered Engineer/Certified Scientist	4	hr	\$123.36	\$493.44
Principal Engineer/Scientist		hr	\$159.67	
Project Administrator	1	hr	\$50.53	\$50.53
Clerical Services		hr	\$40.39	
Senior Draftsperson		hr	\$90.52	
Draftsperson		hr	\$59.85	
Senior Technician		hr	\$62.32	
Mileage	140	mile	\$0.420	\$58.80
Per Diem		Cost	1.0	
Lodging		Cost	1.0	
Permits		Cost	1.0	

Subtotal - Geotechnical Engineering \$1,516.09

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>Summary of Fees</u>				
Geotechnical Field				\$10,964.50
Geotechnical Laboratory				
Geotechnical Engineering				\$1,516.09
Construction Inspection and Monitoring				
Pavement Investigation				
	Estimated Total			\$12,480.59

RUNDELL ERNSTBERGER ASSOCIATES

Lauren Arthur, PE

Lead Traffic Engineer

115 W. Washington St, Suite 1270S

Indianapolis, IN 46204

Re: City of Bloomington

W. Second Street Modernization and Safety Improvements (Revision 3)

September 21, 2022

Dear Ms. Arthur,

Rundell Ernstberger Associates, Inc. (REA) is pleased to submit this proposal for design, construction documents, bidding, and construction phase services related to the City of Bloomington W. Second Street Modernization and Safety Improvements project. We are excited by the opportunity to continue our work with WSP and assist in the transformation of the Second Street corridor. Following is REA's understanding of the project, scope of work, anticipated timeline, and fee proposal.



PROJECT UNDERSTANDING:

1. The City of Bloomington wishes to design and implement improvements to 2nd Street between Walker Street on the west and Morton Street on the east. Improvements will require the reconstruction of the corridor and potential right-of-way acquisition along the southern edge.
2. Through a competitive selection process, the City has selected WSP as the lead consultant on the project. REA will serve as a subconsultant to WSP. REA's services will include design of tree lawns along each curb line of the improved corridor and green infrastructure features.
3. The improvements will be about the Hopewell Neighborhood project between Rogers Street and Morton Street for which REA is currently providing design and construction inspection services.
4. Improvements to 2nd Street will include the incorporation of a cycle track/protected bicycle lane. Two scenarios for the cycle track/protected bicycle lane are being considered:
 - a. Option 1: A two-way cycle track/protected may be incorporated along the northern edge of the corridor.
 - b. Option 2: Two, one-way cycle tracks/protected bicycle lanes may be incorporated adjacent to each travel lane, one east bound, and one west bound.
5. REA will coordinate with the City of Bloomington Parks and Recreation Department on the selection of plant material. Perennial plantings are anticipated in stormwater planters. Tree lawns will consist of lawn and trees only.
6. Design services for green infrastructure amenities (i.e. rain gardens, stormwater planters, bioswales) are anticipated to include two locations adjacent to proposed bus stop locations.
7. Construction is federally funded and design is locally funded. The project will be bid as a unit price project and will follow an INDOT-style format.
8. Design submissions will be made at Stage 3 and Final Tracings.
9. Final tracings are anticipated to be submitted in June of 2024.

SCOPE OF SERVICES:

Based on the above understanding, REA proposes the following scope for design and construction documents, bidding, and construction phase services:

1. Stage 1 Design and Plans (30%): Upon Notice to Proceed, REA will participate in a virtual kick-off meeting with WSP. REA will coordinate with WSP on the layout and sizing of tree lawns and green infrastructure. REA will provide an opinion of probable cost based on a base developed by WSP. REA does not anticipate a landscape plan, or landscape details, at this stage. REA will attend up to three (3) virtual, monthly coordination meetings with WSP as requested.



2. Stage 2 Design and Plans (60%): Upon approval of the Stage 1 Plans, REA will coordinate with WSP on necessary updates to the layout of tree lawns, plant beds, and green infrastructure amenities. REA does not anticipate a landscape plan, or landscape details, at this stage. REA will update cost opinions and develop an outline of specifications/unique special provisions. REA will attend up to five (5) virtual, monthly coordination meetings with WSP as requested.
3. Stage 3 Design and Plans (90%): Upon approval of the Stage 2 Plans, REA will coordinate with WSP on necessary updates to plans and details, incorporating City of Bloomington and WSP comments. REA will coordinate with the City of Bloomington Parks and Recreation Department on the selection of plant material. REA will develop a landscape plan and details. REA will prepare updated quantities and an updated cost opinion. REA will develop specifications and unique special provisions. REA will attend up to five (5) virtual, monthly coordination meetings with WSP as requested.
4. Final Tracings (95%): Upon approval of the Stage 3 Plans, REA will coordinate with WSP on necessary updates to plans and details, incorporating City of Bloomington and WSP comments from the Stage 3 submission. REA will prepare final plans, details, specifications/special provisions, quantities, and cost opinions. REA will attend up to three (3) virtual, monthly coordination meetings with WSP as requested.
5. Bid Assistance: REA will assist in addressing contractor questions and inquiries specific to REA's scope of work and assist in coordination with the City of Bloomington.
6. Construction Phase: REA will make their services available to WSP and the City during the construction of the work for the interpretation of plans where questions may arise and for consultation in the event of unforeseen or unusual conditions. REA will also review submittals specific to our scope of services. REA will conduct one (1) site visit at the end of construction to review work and participate in the substantial completion walk through and punch list preparation.

SCHEDULE:

Our team anticipates twenty-four (24) months for completion of design services in accordance with the below schedule provided by WSP.

<u>Phase of Work</u>	<u>Timeline</u>
Notice to Proceed	9/13/2022
Stage 1 Design and Plans	2/20/2023
Preliminary Field Check	3/14/2023
Stage 2 Design and Plans	8/20/2023
Stage 3 Design and Plans	2/16/2024
Final Tracings	6/17/2024
Bid Assistance	10/9/2024
Construction Phase Services	TBD

COMPENSATION:

REA proposes a total fee of \$23,900.00 for the scope of services outlined above in accordance with the attached man-hour justification.

- Services will be billed monthly on a hourly basis plus expenses with payment due 30 days from the date of the invoice.
- Fees and expenses will not be exceeded without prior written approval from WSP.
- Additional services beyond those specified herein will be billed per our standard hourly rates in effect at the time services are rendered, or on a negotiable basis. Such services will be performed only when authorized in writing by WSP.
- Expenses (anticipated to be limited to travel/mileage) will be billed in accordance with standard rates.

ADDITIONAL SERVICES:

The following services are not included in the above scope of work and fee for this project. If required, these services shall be provided if authorized through an approved amendment of this agreement by WSP. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.

- Environmental studies or documentation
- Real estate related services including acquisition, zoning, or public right-of-way abandonment
- Attendance at meetings beyond those outlined above
- Attendance at public meetings or hearings
- Preparation and submittal of permits
- Structural design, stabilization, or modifications to existing City utility infrastructure
- Specialty consultants or design features, such as irrigation, signage, water features, artwork, etc.
- Significant additions or deletions to the stated project scope of work or construction budget
- Changes to the project design, documents, or scope of work after receipt of approval for each stage of design
- Owner-initiated changes in the scope of work after commencement of construction documents or during the construction period
- Construction Phase services and timeline beyond those described above
- Extensive delays in the project timeline due to conditions beyond the control of REA
- 3D modeling and/or design illustrations
- Documentation required for supplemental certification programs (e.g. Sustainable SITES, LEED for Neighborhood Development, WELL, etc.)

Lauren, if the terms of this proposal are agreeable to you, please sign below or attach a copy of this letter as an exhibit to the standard form of agreement between WSP and Rundell Ernstberger Associates, Inc. If you have any questions on the above proposal, please contact me. We appreciate the opportunity to provide you with this proposal and continue our work with WSP.

Respectfully,



Cecil Penland, Partner, PLA, ASLA
cpenland@reasite.com / 317.263.0127

attachments: REA Fee Justification



CONSULTANT

Signature
Cecil Penland, PLA, ASLA
Partner
Rundell Ernstberger Associates, Inc.

Date

WSP

Signature

Signature

(Print or type name and title)

(Print or type name and title)

Date



Appendix "B"

LPA-Provided Information

The LPA shall furnish the CONSULTANT with the following:

1. Existing utility information for City-owned facilities within the project limits
2. Locations of all pavement patching to be included in the plans
3. Pavement recommendations for resurfacing, patching and widening
4. All necessary front-end documentation for the Contract Information Book
5. Traffic counts (turn movement counts) at the signalized intersections within the project limits
6. Signal product information and applicable maps needed to prepare and submit the Proprietary Materials Justifications
7. City-specific criteria for design, including specifications and standard drawings
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

Appendix "C" Schedule

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

NTP	September 13, 2022
Stage 1 Submittal	February 20, 2023
PFC	March 14, 2023
Geotechnical Report	April 28, 2023
Stage 2 Submittal	August 20, 2023
Environmental Approval	February 16, 2024
Stage 3 Submittal	February 16, 2024
Final Tracings	June 17, 2024
Letting	October 9, 2024



2nd Street Modernization

WSP PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

Client: City of Bloomington

			Proposed Fees								
TASKS	Description	Contract Type	WSP USA	The Etica Group, Inc.	ASC Group, Inc.	Rundell Ernstberger Associates	Atlas Technical Consultants LLC	Golder Lab	Woodco Enterprises, LTD.	First Appraisal Group, Inc.	Subtotal
Section 1	Project Management	Fixed Price/Lump Sum	\$35,460								\$35,460
Section 2	Topographic Survey	Fixed Price/Lump Sum	\$4,372	\$71,375							\$75,747
Section 3	Utility Coordination	Fixed Price/Lump Sum	\$26,839								\$26,839
Section 4	Drainage Analysis & Design	Fixed Price/Lump Sum	\$98,495								\$98,495
Section 5	Roadway Design	Fixed Price/Lump Sum	\$182,523								\$182,523
Section 6	Environmental Documentation	Fixed Price/Lump Sum	\$1,267		\$98,200						\$99,467
Section 7	Traffic Design	Fixed Price/Lump Sum	\$33,549								\$33,549
Section 8	Pavement Design-Not included in project	Fixed Price/Lump Sum									\$0
Section 9	Geotechnical Investigation	Fixed Price/Lump Sum	\$14,758				\$12,481	\$2,652			\$29,891
Section 10	Structural Design	Fixed Price/Lump Sum	\$20,387								\$20,387
Section 11	Landscape Design	Fixed Price/Lump Sum	\$1,267			\$23,900					\$25,167
Section 12	Public Involvement	Fixed Price/Lump Sum	\$6,584								\$6,584
Section 13	Construction Phase Services	Negotiated Labor Rate	\$15,978								\$15,978
ROW	Right of Way Engineering	Unit Fee	\$64,000	\$12,000					\$8,500	\$5,200	\$89,700
		Subtotal	\$505,479	\$83,375	\$98,200	\$23,900	\$12,481	\$2,652	\$8,500	\$5,200	\$739,787

GRAND TOTAL \$739,787



Project Management

PROJECT NO.:

TBD

DES. NO.: TBD

DESCRIPTION:

2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	X-14	X-14	X-11	X-12	P-11	P-11	P-09	P-08	P-07	P-10	T-11	T-10	T-06			
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, CIVIL ENGINEER	MANAGER, CONTRACTS	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICIAN	SR. INTERN			
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO			
Project Management																
Project Setup and Ongoing Management					8.00	24.00				12.00					44.00	\$6,704.81
Monthly Progress Reports & Invoicing						24.00				12.00					36.00	\$5,335.39
Subconsultant Contracting			8.00			8.00				8.00					24.00	\$3,572.32
Internal Coordination Meetings (1/month)					24.00	48.00									72.00	\$11,704.61
Client Coordination Meetings (up to 4)					24.00	24.00									48.00	\$7,906.44
SUBTOTAL:															224	\$35,224.00
TOTAL - HOURS:	0.00	0.00	8.00	0.00	56.00	128.00	0.00	0.00	0.00	32.00	0.00	0.00	0.00	224		
SALARY PER HOUR	\$299.99	\$311.05	\$160.18	\$201.81	\$171.18	\$158.26	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$165.58	\$69.10			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$1,281.45	\$0.00	\$9,585.95	\$20,256.94	\$0.00	\$0.00	\$0.00	\$4,099.23	\$0.00	\$0.00	\$0.00			\$35,224.00
DIRECT EXPENSES																
Mileage	4.00				Trips x	120	Mi./Trip x	\$0.490								\$235.20
																\$0.00
DIRECT EXPENSES:																\$236.00
TOTAL COSTS (Direct Labor Costs + Expenses):																\$35,460.00



Topographic Survey

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	X-12	P-11	P-11	P-09	P-08	P-07	X-10	T-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD DESIGN SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Subconsultant Management						8.00								8.00	\$1,266.06
Review of Deliverables					2.00							2.00		4.00	\$639.24
Survey Processing & Workspace Setup					4.00							12.00		16.00	\$2,466.01
SUBTOTAL:														28	\$4,372.00
TOTAL - HOURS:	0.00	0.00	0.00	0.00	6.00	8.00	0.00	0.00	0.00	0.00	0.00	14.00	0.00	28	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$158.26	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$148.44	\$69.10		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$1,027.07	\$1,266.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,078.18	\$0.00		\$4,372.00
SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)															
The Etica Group, Inc.														\$71,375.00	
DIRECT EXPENSES:														\$71,375.00	
TOTAL COSTS (Direct Labor Costs + Expenses):														\$75,747.00	



Utility Coordination

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	X-14	X-14	X-13	P-12	P-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06			
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD DESIGN SUPPORT SPECIALIST	SR. INTERN			
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO			
General IAC Requirements																
Identify Utility Stakeholders						3.00									3.00	\$425.41
Prepare & Distribute "Initial Notice" Letter						3.00									3.00	\$425.41
Prepare & Distribute "Verification of Facilities & Conflict Analysis" Letter						3.00									3.00	\$425.41
Prepare & Distribute "Work Plan Request" Letter						3.00									3.00	\$425.41
Prepare & Distribute "Work Plan Approved" Letter				0.50		8.00									8.50	\$1,235.34
Prepare & Distribute "Notice to Proceed" Letter				0.50		8.00									8.50	\$1,235.34
Project Utility Meetings																
Research Facilities in Project Corridor						4.00									4.00	\$567.22
Internal Kick-off Meeting & Goal Setting					0.50	0.50									1.00	\$156.49
Notify Utilities of Field Check						1.00									1.00	\$141.80
Preliminary Field Check						5.00									5.00	\$709.02
Relay results of PFC to those Unable to Attend						1.00									1.00	\$141.80
Organize & Attend On-Site Meetings with Utilities						10.00									10.00	\$1,418.04
Utility / Design Integration																
Internal Coordination Meetings						24.00									24.00	\$3,403.30
Develop & Maintain Master Utility Log						6.00									6.00	\$850.83
Generate & Update Color Coded Plan Set for Utilities					0.50	4.00								3.00	7.50	\$1,098.13
Develop Potential Design Concepts to Avoid Conflicts					0.50	2.00									2.50	\$369.20
Develop Utility Special Provisions for CIB					0.50	6.00									6.50	\$936.41
Develop Utility Certification					0.50	1.00									1.50	\$227.39
Develop Utility Construction Gantt Chart					0.50	6.00									6.50	\$936.41
Miscellaneous Utility Coordination						6.00									6.00	\$850.83
Master Relocation Drawing					1.00	6.00									7.00	\$1,022.00
Work Plan Development & Review																
Coordinate & Assist with Utility Work Plan Development						24.00									24.00	\$3,403.30
Review Work Plan for Accuracy & Compatibility					1.00	12.00									13.00	\$1,872.83
Coordinate Alternate / Revised Work Plans						8.00									8.00	\$1,134.43
Obtain & Review Relocation Cost Estimates						2.00									2.00	\$283.61
Utility Relocation Agreement Development & Processing																
Coordinate & Assist with Utility Agreement Development						8.00									8.00	\$1,134.43
Coordinate Execution of Utility Agreement with INDOT						6.00									6.00	\$850.83
Distribute "Return Agreement" Letters						0.50									0.50	\$70.90
Prepare & Distribute "Contractor / Consultant Approval"						2.00									2.00	\$283.61
Review, Confirm & Close Out Utility Agreements						3.00									3.00	\$425.41
Railroad Coordination																
Complete Railroad Certification						1.00									1.00	\$141.80
SUBTOTAL:															186	\$26,603.00
TOTAL - HOURS:	0.00	0.00	0.00	1.00	5.00	177.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	186		
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$141.80	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$148.44	\$69.10			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$201.81	\$855.89	\$25,099.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$445.32	\$0.00			\$26,603.00



Roadway Design

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	X-14	X-14	X-13	P-12	P-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06			
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD DESIGN SUPPORT SPECIALIST	SR. INTERN			
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO			
Meetings																
Internal Coordination Meetings - Monthly					24.00										24.00	\$4,108.26
Preliminary Field Work																
Field Visit & Documenting Existing Condition					8.00			8.00							16.00	\$2,197.06
Conceptual Design Alternatives																
Alt 1 - Both Bike Lanes on Northside of 2nd Street - Schematic Plan & Profile Sheets (Assume 8 sheets)				4.00	16.00			16.00					16.00	52.00	\$6,306.92	
Alt 2 - Single Bike Lanes on North and South Side of 2nd Street - Schematic Plan & Profile Sheets (Assume 8 sheets)				4.00	16.00			16.00					16.00	52.00	\$6,306.92	
Alt 1 - Preliminary Quantities					4.00			16.00					16.00	36.00	\$3,445.53	
Alt 1 - Preliminary Estimate					6.00									6.00	\$1,027.07	
Alt 2 - Preliminary Quantities					4.00			16.00					16.00	36.00	\$3,445.53	
Alt 2 - Preliminary Estimate					6.00									6.00	\$1,027.07	
QA/QC				2.00	4.00			4.00					4.00	14.00	\$1,778.55	
30% - Stage 1 Plans & Supporting Documents																
Prepare Title/Index/General Notes Sheets					1.00			2.00				2.00		5.00	\$674.97	
Prepare Typical Sections					1.00			8.00						9.00	\$998.82	
Prepare Plan and Profile Sheets					4.00			12.00					16.00	32.00	\$3,031.71	
Prepare Curb Ramp Detail Sheets (20 Corners Assumed)					20.00			48.00					20.00	88.00	\$9,771.33	
Prepare Driveway and Alley Sheets (20 Assumed w/ Sidewalk transitions)					4.00			8.00					8.00	20.00	\$2,065.12	
Preliminary Road Approach Sheets (Assume 10)					4.00			16.00					8.00	28.00	\$2,892.76	
Preliminary Crown Correction Details					4.00			8.00						12.00	\$1,512.35	
Preliminary Raised Crosswalk across Bike Lanes					2.00			2.00						4.00	\$549.27	
Prepare Cross Sections					20.00			20.00				4.00		44.00	\$6,086.43	
Preliminary Maintenance of Traffic Details					16.00			16.00						32.00	\$4,394.13	
Preliminary Quantity Calculations					8.00			20.00					20.00	48.00	\$4,820.45	
QA/QC				6.00	6.00			8.00					8.00	28.00	\$3,618.37	
Preliminary Field Check Meeting																
Attend on-Site PFC Meeting					6.00			6.00						12.00	\$1,647.80	
60% - Stage 2 Plans & Supporting Documents																
Title/Index/General Notes								1.00						1.00	\$103.46	
Typical Sections					1.00			4.00						5.00	\$585.00	
Refine Plan and Profiles					10.00			20.00					24.00	54.00	\$5,439.19	
Curb Ramp Details and Design (20 Corners Assumed)					16.00			40.00					16.00	72.00	\$7,982.59	
Driveway and Alley Designs (20 Assumed w/ Sidewalk transitions)					4.00			16.00					16.00	36.00	\$3,445.53	
Road Approaches (Assumed 10)					8.00			24.00					24.00	56.00	\$5,510.65	
Crown Correction Details					8.00			16.00						24.00	\$3,024.71	
Raised Crosswalk across Bike Lanes					2.00			4.00					8.00	14.00	\$1,308.94	
Erosion Control Details					4.00			8.00					8.00	20.00	\$2,065.12	
Update Cross Sections					8.00			12.00						20.00	\$2,610.89	
Preliminary Maintenance of Traffic Plan Sheets					16.00			16.00					24.00	56.00	\$6,052.43	
Preliminary Pedestrian Maintenance of Traffic Sheets					8.00			32.00						40.00	\$4,679.99	
Miscellaneous Sheets/Tables					2.00			8.00					4.00	14.00	\$1,446.38	
Intersection Sight Distance Checks					6.00			8.00					16.00	30.00	\$2,960.24	



Environmental Documentation

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	X-12	X-11	P-11	P-09	P-08	P-07	X-10	T-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Subconsultant Management						8.00								8.00	\$1,266.06
SUBTOTAL:														8	\$1,267.00
TOTAL - HOURS:	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$158.26	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$140.22	\$69.10		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,266.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,267.00

SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)															
ASC Group, Inc.															\$98,200.00
DIRECT EXPENSES:															\$98,200.00
TOTAL COSTS (Direct Labor Costs + Expenses):															\$99,467.00



Pavement Design-Not included in project

PROJECT NO.: TBD DES. NO.: TBD
 DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS	TOTAL DOLLARS
	X-14	X-14	X-13	P-12	X-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	/ TASK	/ TASK
SUBTOTAL:														0	\$0.00
TOTAL - HOURS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$141.80	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$140.22	\$69.10		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
DIRECT EXPENSES:															\$0.00
TOTAL COSTS (Direct Labor Costs + Expenses):															\$0.00



Geotechnical Investigation

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	X-14	X-14	X-13	P-12	X-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06			
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, GEOTECHNICAL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, GEOTECHNICAL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, GEOTECHNICAL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN			
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO			
Subcontractor Management						2.00									2.00	\$275.92
Boring Layout and Subsurface Exploration								32.00							32.00	\$3,545.52
Laboratory Test Assignment						2.00		4.00							6.00	\$719.11
gINT Logging						2.00		10.00							12.00	\$1,383.89
Geotechnical Report and Analysis						20.00		32.00							52.00	\$6,304.71
QC of Report				2.00		8.00									10.00	\$1,510.72
Review of Final Tracings						2.00									2.00	\$275.92
SUBTOTAL:													116	\$14,016.00		
TOTAL - HOURS:	0.00	0.00	0.00	2.00	0.00	36.00	0.00	78.00	0.00	0.00	0.00	0.00	0.00		116	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$203.52	\$171.18	\$137.96	\$119.09	\$110.80	\$91.66	\$128.10	\$162.21	\$140.22	\$69.10			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$407.05	\$0.00	\$4,966.54	\$0.00	\$8,642.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$14,016.00

DIRECT EXPENSES																	
Mileage	5.00				Trips x	120	Mi./Trip x	\$0.490									\$294.00
Meals	1.00				Persons x	4.00	Days x	26									\$104.00
Lodging	2.00				Nights x	\$97.00	/ Night										\$194.00
Postage / Shipping	\$ 150.00				Units	1.00											\$150.00
SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)																	
Golder Lab																	\$2,652.00
Atlas Technical Consultants LLC																	\$12,480.59
DIRECT EXPENSES:																\$15,875.00	
TOTAL COSTS (Direct Labor Costs + Expenses):																\$29,891.00	



Structural Design

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	X-14	X-14	X-13	P-12	X-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06			
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN			
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO			
Internal Progress Meetings - Monthly				18.00											18.00	\$3,632.67
Initial Site Visit				8.00											8.00	\$1,614.52
Stage 1 Plans																
Preliminary Retaining Wall Plan and Profile Sheets				2.00			8.00				2.00				12.00	\$1,680.75
Preliminary Retaining Wall Detailing				2.00				8.00							10.00	\$1,231.27
Wall Quantity Calculations				2.00		4.00		8.00							14.00	\$1,798.49
Stage 2 Plans																
Update Retaining Wall Plan and Profile Sheets				1.00			4.00				2.00				7.00	\$1,002.58
Update Retaining Wall Detailing				2.00				8.00							10.00	\$1,231.27
Update Wall Quantity Calculations				2.00		4.00		8.00							14.00	\$1,798.49
Soil Properties Table in Plans				1.00				4.00							5.00	\$615.64
Review Geotech Report				1.00											1.00	\$201.81
Stage 3 Plans																
Finalize Retaining Wall Plan and Profile Sheets				1.00			4.00				2.00				7.00	\$1,002.58
Finalize Retaining Wall Detailing				1.00				4.00							5.00	\$615.64
Finalize Wall Quantity Calculations				1.00		2.00		4.00							7.00	\$899.25
Verify Soil Properties Table in Plans				1.00				1.00							2.00	\$305.27
Provisions				4.00				4.00							8.00	\$1,221.08
Final Tracings																
Verify Plans, Quantities, Est, Provisions Conformance				4.00											4.00	\$807.26
Final Review, Sign & Seal Sheets				2.00							2.00				4.00	\$728.05
SUBTOTAL:															136	\$20,387.00
TOTAL - HOURS:	0.00	0.00	0.00	53.00	0.00	10.00	16.00	49.00	0.00	0.00	8.00	0.00	0.00		136	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$141.80	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$140.22	\$69.10			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$10,696.19	\$0.00	\$1,418.04	\$1,905.39	\$5,069.32	\$0.00	\$0.00	\$1,297.67	\$0.00	\$0.00			\$20,387.00
DIRECT EXPENSES:																\$0.00
TOTAL COSTS (Direct Labor Costs + Expenses):																\$20,387.00



Landscape Design

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	X-12	X-11	P-11	P-09	P-08	P-07	X-10	T-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Subcontractor Management						8.00								8.00	\$1,266.06
SUBTOTAL:														8	\$1,267.00
TOTAL - HOURS:	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$158.26	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$140.22	\$69.10		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,266.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,267.00

SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)		
Rundell Ernstberger Associates		\$23,900.00
DIRECT EXPENSES:		\$23,900.00
TOTAL COSTS (Direct Labor Costs + Expenses):		\$25,167.00



Public Involvement

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14 SR. DIRECTOR, LOCAL BUSINESS LEADER	X-14 SR. DIRECTOR, OPERATIONS	X-13 DIRECTOR, COMMUNICATIO N AND PUBLIC INVOLVEMENT	X-12 SR. LEAD CONSULTANT, CIVIL ENGINEER	P-11 LEAD CONSULTANT, CIVIL ENGINEER	P-11 LEAD CONSULTANT, TRAFFIC ENGINEER	P-09 CONSULTANT, CIVIL ENGINEER	P-08 ASSOCIATE CONSULTANT, CIVIL ENGINEER	P-07 ASSISTANT CONSULTANT, CIVIL ENGINEER	X-10 SR. CONSULTANT, PROJECT ACCOUNTING	T-11 SR. LEAD TECHNICIAN	T-10 LEAD DESIGN SUPPORT SPECIALIST	T-06 SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Flyer / Handout					2.00			3.00						5.00	\$652.72
Preparing Letters for Mailing													4.00	4.00	\$276.38
Exhibits												8.00	8.00	16.00	\$1,740.30
Public Meetings (2) - Including Prep Time					8.00	8.00							4.00	20.00	\$2,911.86
Questions from Public					4.00									4.00	\$684.71
SUBTOTAL:														49	\$6,266.00
TOTAL - HOURS:	0.00	0.00	0.00	0.00	14.00	8.00	0.00	3.00	0.00	0.00	0.00	8.00	16.00	49	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$158.26	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$148.44	\$69.10		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$2,396.49	\$1,266.06	\$0.00	\$310.37	\$0.00	\$0.00	\$0.00	\$1,187.53	\$1,105.53		\$6,266.00
DIRECT EXPENSES															
Mileage	2.00				Trips x	120	Mi./Trip x	\$0.490							\$117.60
Copies	100.00				Copies x	\$2.00	/Copy								\$200.00
DIRECT EXPENSES:															\$318.00
TOTAL COSTS (Direct Labor Costs + Expenses):															\$6,584.00



Construction Phase Services

PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: 2nd Street Cycle Track and Roadway Improvements

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	P-12	P-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Design Services During Construction															
Respond to Contractor Questions					8.00		8.00							16.00	\$2,322.12
Attend Pre Construction Meeting - 1 meeting, 2 people					6.00		6.00							12.00	\$1,741.59
Respond to RFIs					16.00		8.00							24.00	\$3,691.54
Shop Drawing Review				2.00	4.00		4.00							10.00	\$1,564.69
Attend Progress Meeting - 1 meeting, 2 people					6.00		6.00							12.00	\$1,741.59
Utility Coordination Services During Construction															
Attend Pre Construction Meeting						6.00								6.00	\$850.83
Coordinate between Utility, Contractor, & City						3.00								3.00	\$425.41
Answer Contractor / Utility Questions						2.00								2.00	\$283.61
Track Utility Relocation Progress & Update Gantt Chart						3.00								3.00	\$425.41
Attend Construction Progress Meetings (up to 3)						15.00								15.00	\$2,127.06
Review Utility Invoicing						4.00								4.00	\$567.22
SUBTOTAL:														107	\$15,742.00
TOTAL - HOURS:	0.00	0.00	0.00	2.00	40.00	33.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	107	
SALARY PER HOUR	\$299.99	\$434.45	\$223.77	\$201.81	\$171.18	\$141.80	\$119.09	\$103.46	\$91.66	\$128.10	\$162.21	\$140.22	\$69.10		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$403.63	\$6,847.10	\$4,679.54	\$3,810.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$15,742.00
DIRECT EXPENSES															
Mileage	4.00				Trips x	120	Mi./Trip x	\$0.490							\$235.20
DIRECT EXPENSES:															\$236.00
TOTAL COSTS (Direct Labor Costs + Expenses):															\$15,978.00



Right-of-Way Services

PROJECT: 2nd Street Modernization

DESCRIPTION	Services Provided By	Unit Cost/ Parcel	# of Parcels	TOTAL DOLLARS
Right of Way Engineering - Existing Property Line Layout - Parcel Plats - Legal Descriptions - Right of Way Plans - Area Computations - Transfer Documents	WSP Permanent Taking	\$3,200	20	\$64,000.00
Right of Way Acquisition Management	WSP	\$1,275	0	\$0.00
Title Work - Permanent Reports	Woodco Enterprises	\$425	20	\$8,500.00
Appraisal Problem Analysis	First Appraisal Group	\$260	20	\$5,200.00
Appraisal - Short Form - Value Finding - Walver Valuation	Monroe Owen Appraisal	\$4,650 \$2,000 \$700	0 0 0	\$0.00 \$0.00 \$0.00
Appraisal Review - Short Form - Value Finding - Walver Valuation	First Appraisal Group	\$2,225 \$1,000 \$425	0 0 0	\$0.00 \$0.00 \$0.00
Buying	Todd Taylor	\$2,075	0	\$0.00
Recording	WSP	100	0	\$0.00
Parcel Staking	Etics	\$600	20	\$12,000.00
			TOTAL:	\$89,700.00

Note: For Title Work, parcels with multiple tax parcel numbers were counted as multiple reports as the title researcher charges per title search. This amount could be less once the title research is actually performed. Actual fees will be billed.



Right-of-Way Services

PROJECT: 2nd Street Modernization

DESCRIPTION	Services Provided By	Unit Cost/ Parcel	# of Parcels	TOTAL DOLLARS
Right of Way Engineering - Existing Property Line Layout - Parcel Plats - Legal Descriptions - Right of Way Plans - Area Computations - Transfer Documents	WSP Permanent Taking	\$3,200	20	\$64,000.00
Right of Way Acquisition Management	WSP	\$1,275	0	\$0.00
Title Work - Permanent Reports	Woodco Enterprises	\$425	20	\$8,500.00
Appraisal Problem Analysis	First Appraisal Group	\$260	20	\$5,200.00
Appraisal - Short Form - Value Finding - Walver Valuation	Monroe Owen Appraisal	\$4,650 \$2,000 \$700	0 0 0	\$0.00 \$0.00 \$0.00
Appraisal Review - Short Form - Value Finding - Walver Valuation	First Appraisal Group	\$2,225 \$1,000 \$425	0 0 0	\$0.00 \$0.00 \$0.00
Buying	Todd Taylor	\$2,075	0	\$0.00
Recording	WSP	100	0	\$0.00
Parcel Staking	Etics	\$600	20	\$12,000.00
			TOTAL:	\$89,700.00

Note: For Title Work, parcels with multiple tax parcel numbers were counted as multiple reports as the title researcher charges per title search. This amount could be less once the title research is actually performed. Actual fees will be billed.



Board of Public Works Staff Report

Project/Event: Request from Strauser Construction for right of way use along E 19th St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Ryan Strauser, Strauser Construction

Date: September 27, 2022

Report: Strauser Construction is the construction manager for a new mixed use development at the northwest corner of E 19th St and N Dunn St. They are requesting temporary use of the right of way to place construction fencing around the project at the edge of the street. There are currently no sidewalks on this site to close. The fencing will be in place through completion of the project, August 8, 2023.

Strauser Construction will have street closures on E 19th St as the project progresses which will be brought to future BPW meetings for approval.

September 19, 2022

City of Bloomington - Board of Public Works

401 N. Morton Street
Bloomington, IN 47404

RE: 19th & Dunn Mixed-Use Project
307-421 E. 19th Street
Bloomington, Indiana
Use of Right of Way / Closures

Dear Board Members:

Strauser Construction Co., Inc. is the construction manager for the 19th & Dunn Mixed-Use project located on the north side of 19th Street. The project consists of a new 6-level building containing residential apartments, parking, amenity space and retail.

As part of the project, Strauser Construction Co., Inc. is requesting the use of the right of way to complete work associated with the project. Use of the right of way includes temporary construction fencing within the right of way, lane closures and temporary sidewalk closures.

Attached is a phased MOT Plan that provides an overview of the work to take place in the right of way.

An outline of the request with logistics detailed in the attached MOT plan are as follows:

- 1) Fencing in Right of Way continuous through 8/8/2023.
- 2) 19th Street closure at Dunn = 12/17/2022 to 1/7/2023
- 3) 19th Street closure from Dunn to Grant/Lincoln = 5/10/2023 to 8/8/2023

During the course of this project Strauser Construction Co., Inc. will work with the City of Bloomington Engineering staff and other departments to minimize disruptions caused by the project. Based on this and the attached MOT information, Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,

Ryan M. Strauser

Ryan M. Strauser
RA, AIA, LEED AP

Strauser Construction Co., Inc.
453 S. Clarizz Blvd.
Bloomington, IN 47401

March 16, 2022

Re: 19th & Dunn Apartments
C22-001
307 – 421 E. 19th Street
Bloomington, Indiana

PROPOSED MOT - PHASING

General MOT Plan (Sheet M100)

- Projected to start on 3/21/2022
- This phase will be the general state of MOT unless work is taking place within the street.

N. Dunn Street MOT Plan (Sheet M200)

- Projected timeline of work is 12/19/22 through 1/6/23

Phase 1 – 19th Street MOT Plan (Sheet M300)

- Projected timeline of work is 12/19/22 through 1/6/23

Phase 2 – 19th Street MOT Plan (Sheet M301)

- Projected timeline of work is 5/8/23 through 6/2/23

Phase 3 – 19th Street MOT Plan (Sheet M302)

- Projected timeline of work is 5/29/23 through 6/16/23

Phase 4 – 19th Street MOT Plan (Sheet M302)

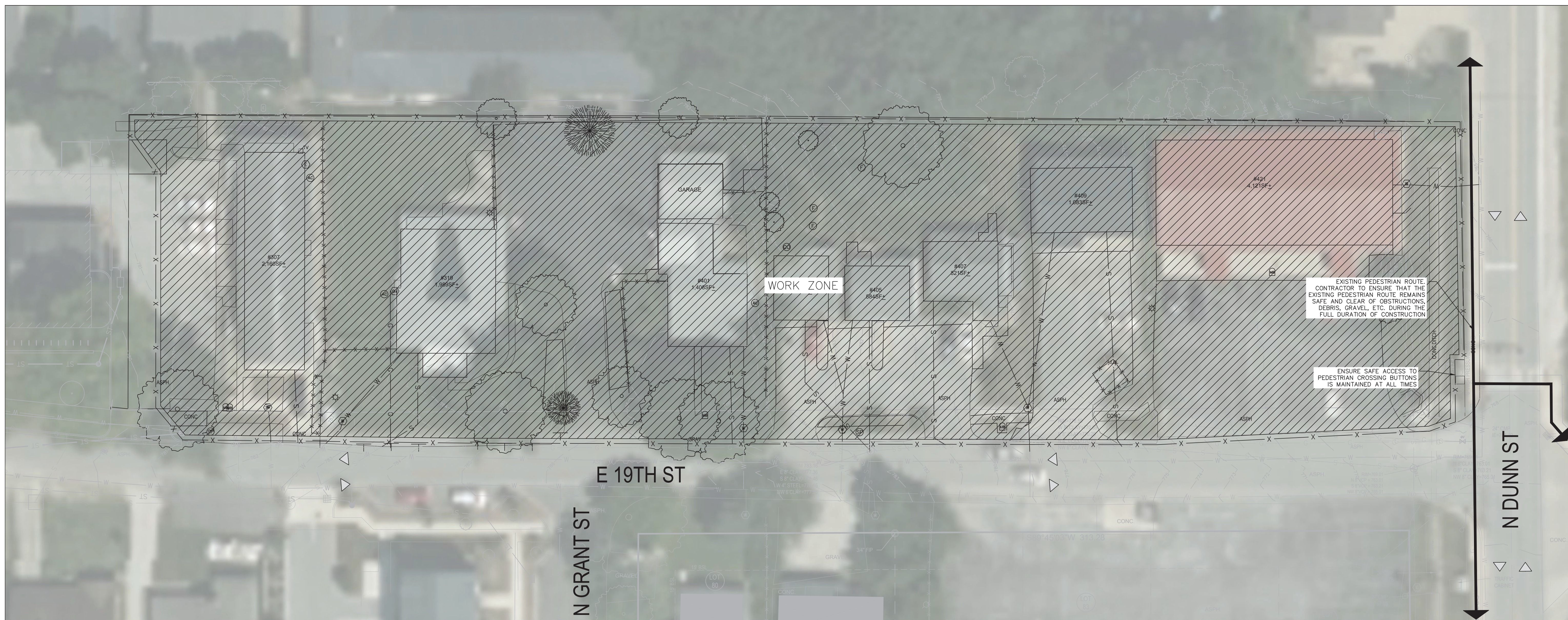
- Projected timeline of work is 5/29/23 through 6/16/23

Phase 5 – 19th Street MOT Plan (Sheet M303)

- Projected timeline of work is 5/29/23 through 6/16/23

Paving in 19th Street

- June/July 2023



NOT FOR CONSTRUCTION

XX/XX/20XX

19TH & DUNN ST
MIXED USE BUILDING
MAINTENANCE OF TRAFFIC PLANS
BLOOMINGTON, INDIANA

GENERAL MAINTENANCE OF TRAFFIC PLAN

MAINTENANCE OF TRAFFIC NOTES

- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (IMUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
- CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION.

MAINTENANCE OF TRAFFIC LEGEND

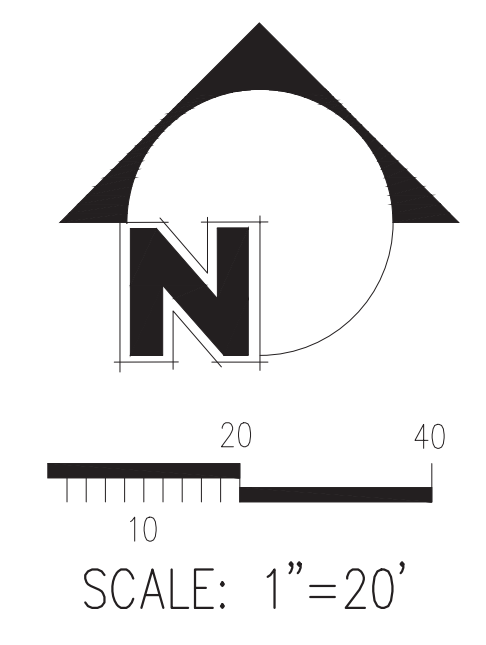
- WORK ZONE
- CONSTRUCTION FENCE
- PEDESTRIAN ROUTE
- ROADWAY TRAFFIC DIRECTIONS OF TRAVEL

19TH AND DUNN MIXED USE BUILDING MAINTENANCE OF TRAFFIC PLANS	
Sheet Number	Sheet Title
M100	GENERAL MAINTENANCE OF TRAFFIC PLAN
M200	N DUNN ST MAINTENANCE OF TRAFFIC PLAN
M300	E 19TH ST MAINTENANCE OF TRAFFIC PLAN
M301	E 19TH ST MAINTENANCE OF TRAFFIC PLAN
M302	E 19TH ST MAINTENANCE OF TRAFFIC PLAN
M303	E 19TH ST MAINTENANCE OF TRAFFIC PLAN

REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

JOB NUMBER 6380
SHEET M100
DATE 02/16/2022
GENERAL MAINTENANCE OF TRAFFIC PLAN





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 307-421 E. 19th Street

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Ryan M. Strauser</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>rmstrauser@strausercci.com</u>		<input checked="" type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Strauser Construction Co., Inc.</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>453 S. Clarizz Blvd.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Bloomington, IN 47401</u>			
24-HR EMERGENCY CONTACT NAME: <u>Ryan Strauser</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>812-360-1503</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: _____ COMPANY: <u>Hylant-Selective</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: _____ COMPANY: <u>Hylant-Nationwide</u>		PROJECT NAME: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: _____	
COMPANY NAME: <u>Strauser Construction Co., Inc.</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Fencing in right of way at edge of street</u>		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: <u>E 19th Street (Dunn to 301 N. Lincoln)</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input checked="" type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>5/1/22</u> END DATE: <u>8/8/23</u> # OF DAYS*: _____		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
**Fencing at edge of street in right of way for construction		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u>	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Ryan M. Strauser</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Ryan M. Strauser</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>9/19/2022</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: <u>24 hours</u> AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Request from Reed and Sons Construction, Inc. for a full street closure on N Bryan Ave

Staff Representative: Paul Kehrberg

Petitioner/Representative: Matthew Rollins, Reed and Sons Construction, Inc.

Date: September 27, 2022

Report: Reed and Sons Construction, Inc. will be installing a new sanitary sewer lateral for an Indiana University project at 113 N Bryan Ave. They are requesting a full street closure on N Bryan Ave between E 5th St and E 7th St to complete the work. Reed and Sons plans to reopen the street overnight using steel plates over the excavation. The closure is planned for October 3 to October 7, 2022.

September 15, 2022

Via Electronic Delivery

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

Re: N Bryan Ave Road Closure

Dear Board Members:

Reed & Sons Construction, Inc. ("Reed & Sons") is installing a new sanitary sewer lateral on a project for Indiana University at 113 N Bryan Ave.

To facilitate this project, Reed & Sons is respectfully requesting the temporary road closure of N Bryan Ave between E 7th Street and E 5th Street in accordance with the attached Maintenance of Traffic Plan. Reed & Sons is requesting this street closure from October 3, 2022 through October 7, 2022 and anticipate each evening to be road plated and opened for evening traffic when crews are not working.

Reed & Sons will coordinate with City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Reed & Sons respectfully requests that the Board of Public Works approves the restrictions and/or closure referenced above.

Kind regards,

Matthew Rollins
Project Manager
Reed & sons Construction, Inc.

Dear Resident/Property Owner:

Reed & Sons Construction will be performing a sanitary sewer lateral installation for Indiana University on 10/3/2022 through 10/7/2022. Monday – Friday 7:30AM to 5:00PM.

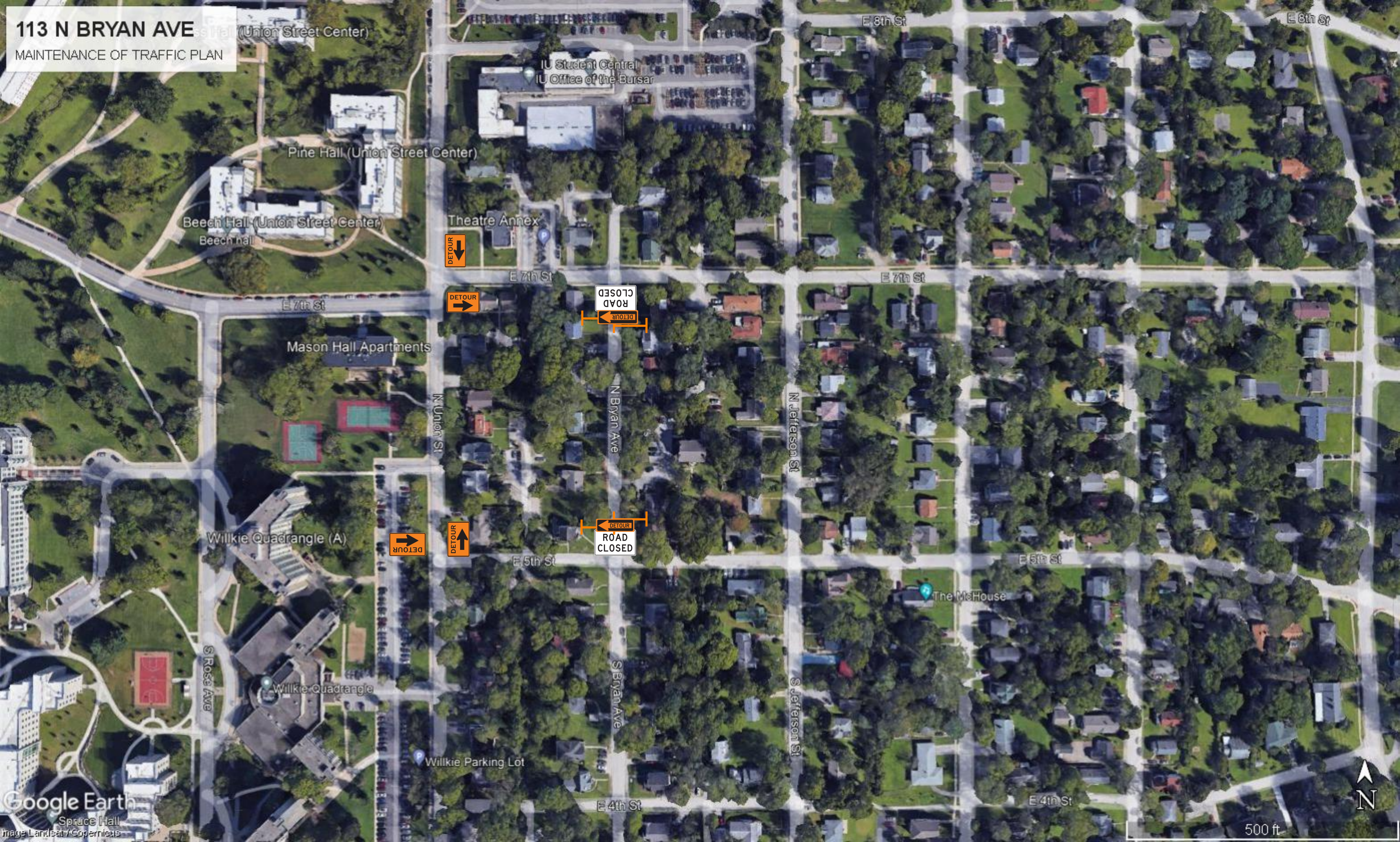
This notice is to inform you that parking and street access will be closed to thru traffic with barricades and signage.

For any questions or concerns, please contact our office at (812) 824-9237

Regards,



113 N BRYAN AVE
MAINTENANCE OF TRAFFIC PLAN



Union Street Center

IU Student Central
IU Office of the Bursar

Pine Hall (Union Street Center)

Beech Hall (Union Street Center)
Beech hall

Theatre Annex

Mason Hall Apartments

Wilkie Quadrangle (A)

Wilkie Quadrangle

Wilkie Parking Lot

The McHouse



500 ft



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

ADDRESS OR NEAREST ADDRESS
OF RIGHT OF WAY ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: _____	**SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____ IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
E-MAIL: _____	
COMPANY: _____	
ADDRESS: _____	
CITY, STATE, ZIP: _____	
24-HR EMERGENCY CONTACT NAME: _____	
24-HR CONTACT PHONE #: _____	
ADDITIONAL INFO:	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	

B. WORK DESCRIPTION:

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

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED? STREET NAME(S): _____ <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> BIKE LANE <input type="checkbox"/> BUS STOP <input type="checkbox"/> ON-STREET PARKING* <input type="checkbox"/> ALLEY *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW *ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES START DATE: _____ END DATE: _____ # OF DAYS*: _____ REQUESTED CLOSURE HOURS: _____ AM - _____ PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) ADDITIONAL NOTES: _____	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS : _____ *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____ *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: _____ *BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS # OF POLE INSTALL/REMOVAL: _____ LxWxD OF SIDEWALK RECONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE # OF DRIVEWAY INSTALLATIONS: _____
--	--

C. INDEMNIFICATION AGREEMENT:


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

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

PRINT NAME: _____

SIGNATURE: _____

DATE: _____



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

For Administration Use Only (applicable to CLOSURE approval)

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

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Request Wilhelm Construction for a temporary sidewalk closure along W Allen St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Nate Piquard, Wilhelm Construction

Date: September 27, 2022

Report: Wilhelm Construction is currently constructing a project for Catalent Pharmaceuticals north of their facility at 1100 S Strong Dr. Part of this work will be the construction of retaining walls adjacent to the sidewalk along the south side of W Allen St west of S Strong Dr. This work will require a temporary sidewalk closure from September 28, 2022 to January 22, 2023. The closure will also close an existing bus stop, which is being coordinated with Bloomington Transit. This section of sidewalk which will be closed does not connect to the sidewalk to the west.



September 8th, 2022

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

Re: Strong Drive Sidewalk Closure

Dear Board Members,

Catalent Pharmaceuticals is constructing a cold storage facility north of their facility at 1100 S. Strong Drive which consists of new retaining walls with foundations that will undermine the existing sidewalk on the south side of W. Allen St. This sidewalk closure will block all access to the existing bus stop in this location as well. We intend to re-route pedestrians using the bus system per the attached MOT plan.

Construction of these foundations directly adjacent to the sidewalk includes, excavation, removal of bedrock, installation of concrete foundations, construction of retaining walls, wall drains, backfill of retaining walls, and replacement of sidewalk. This extensive process will take time and planning to avoid impacts from inclement weather conditions this fall/winter.

Before this sidewalk and bus stop closure, we will perform due diligence to notify adjacent property owners of this closure by way of mailed notifications to each property owner. Further, we will provide a hard barrier blocking inadvertent passage, and provide clear signage indicating the closure per the attached plan.

The scope of work effecting this closure will begin as soon as this closure plan is approved and issuance of the grading permit for this work. The work will be complete within 3.5 months anticipating some challenges due to fall and winter weather conditions.

To complete this work as safely and expeditiously as possible, we respectfully request a closure of the sidewalk along the south side of W. Allen St. just south of W. Allen St. from October thru mid-January to install the work directly adjacent to this sidewalk.

Thank you for your consideration of this matter.

Sincerely,

Nate Piquard
FA Wilhelm Project Manager

September 8, 2022

Notice of Sidewalk Closure

Dear Local Resident,

This notice is to inform you that the sidewalk along the south side of Allen St. between Strong Drive and approximately 360' west will be closed for 3.5 months to construct a new facility for Catalent directly behind the existing sidewalk. This closure includes the bus stop in this location. During this closure, alternate bus stops on the east side of S. Patterson (north of the S. Patterson/W. Allen intersection) and the south side of W. Allen St. (just west of the S. Larkspur/W. Allen St. intersection).

This work will be completed expeditiously to minimize the closure impact.

During this closure, please refrain from accessing this area in order to allow for safe completion of the construction work.

For further information on this closure, there will be a public hearing from XX PM to XX PM on XXDATEXX via Zoom Meeting:

Join Zoom Meeting

Paste Link XXXXXXXX

Sincerely,

Nate Piquard
FA Wilhelm Project Manager




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE
ADDRESS OF ROW ACTIVITY: 1100 Strong Drive
Bloomington, Indiana 47403

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Fredy Yanes</u>		<input type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD	
E-MAIL: <u>fredyyanes@fawilhelm.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>FA Wilhelm</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>3914 Prospect St</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet.	
CITY, STATE, ZIP: <u>Indianapolis, IN 46203</u>			
24-HR EMERGENCY CONTACT NAME: <u>Ryan Nickel</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>317-412-3550</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: _____ COMPANY: _____		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: _____ COMPANY: _____		PROJECT NAME: <u>N/A</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #:	
SUBCONTRACTOR INFORMATION		PROJECT MGR.:	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #:	
COMPANY NAME: <u>Cassady Electric, R.H Marlin, K & K Fence</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
<input checked="" type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Excavate/ Install Piping/ Backfill/ Compact/Footing/Concrete Walls</u>		SQ FT OF PAVEMENT* EXCAVATIONS : <u>N/A</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>N/A</u>	
STREET NAME 1: <u>W Allen St</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>Strong Drive</u>		LINEAL FT OF BORE*: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
TRANSIT STOP? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>9/28/22</u> END DATE: <u>1/11/22</u> OF DAYS*: <u>105</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Fredy Yanes</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Fredy Yanes</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>4/28/22</u>	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Request from AEG for right of way use and temporary lane and sidewalk closures along Atwater Ave and Woodlawn Ave, and additional neighborhood streets for fiber installation
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Lex Mullins, AEG
Date:	September 27 th , 2022

Report: AEG is requesting temporary right of way use and lane closures for the installation of fiber optics. This work will take place along East Atwater Avenue, South Woodlawn Avenue, and additional local roads within the general vicinity. This project will primarily consist of underground boring, however some strands of aerial fiber will be added where existing utility poles exist within alleys. Where necessary, pull boxes will be installed by AEG within the right of way, including vaults placed within the sidewalk.

AEG has provided both site plans and maintenance of traffic plans for this work. The maintenance of traffic plans will be followed to allow for temporary lane closures and temporary sidewalk closures. Lane closures along East Atwater Avenue will allow for a lane to continue to be open for the duration and will last for approximately 1.5 weeks. This work will take place between S Park Avenue and S Swain Avenue, with the specific location of the closure changing as work progresses. Lane closures on South Woodlawn Avenue will last for approximately 3 days and will take place between E University St and E Hunter Ave.

This work is a portion of a larger project which will install fiber throughout the limits of the city. If approved by the Board of Public Works, this project is slated to begin on October 4th, 2022. It is anticipated that installation of the fiber would be completed within 30 days and will consist of 3-4 teams working at any given time.

AEG will provide door hangers on adjacent properties to notify them of upcoming work. An example is provided in the packet of what has previously been used by AEG in other communities, which will be updated for Bloomington and the scope of the project.



Good News is Coming to Your Neighborhood!

Highline is excited to announce that Fiber Internet will soon be available in the Grand Junction, Mesa County area! Highline representatives will be working on expanding our state-of-the-art fiber optic network right in your hometown. You may be asking, what exactly is Fiber Internet? Fiber is the fastest and most reliable technology to deliver Internet and Wi-Fi services.

Getting Ready

Before we can begin building, we must determine the location of existing underground utilities such as wires, pipes and water lines. Construction crews will mark out the locations of these utilities and the planned installation paths using colored flags.

Note: *Construction areas will be marked with colored flags and paint. Please feel free to mark any private underground facilities that you feel are in the right of way area (such as sprinkler systems, dog fences, etc.) Please do not remove any flags.*



P.O. Box 349 | Buford, Georgia 30515
Main Office: (706)654-2298
www.aeg.cc

Date September 22nd 2022

To: City of Bloomington – Engineering Department

Subject: City of Bloomington Right of Way Application

Dear Board Members:

Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these up coming projects, AEG is respectfully requesting access the to ROW as planned out in the submitted permits.

Traffic control plans will be attached to each permit. No long term road closures or sidewalk closures are expected. Signs and flaggers will be present when needed and move with the project as it moves throughout the city. The areas will all be identified on the plans we submit to the cities Engineering Department.

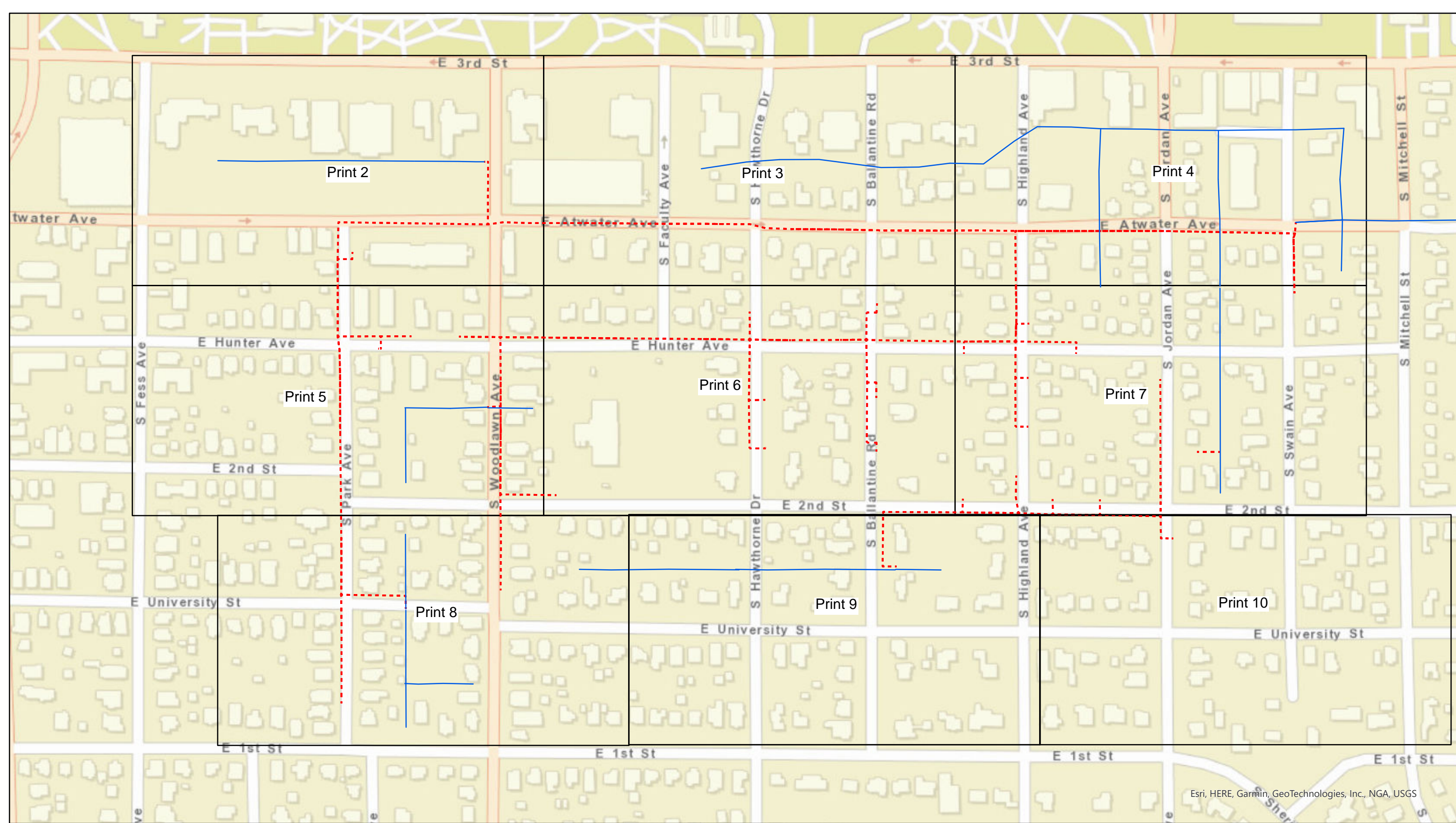
Proper door hangers will be placed prior to the construction starting in a particular area. The door hangers will provide information about the construction and contact information if any issues arise.

Thank you for your consideration,

Bret Simons

Project Coordinator

Atlantic Engineering Group

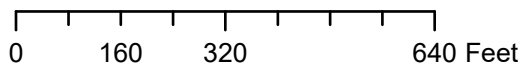


Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS



Legend E Hunter Ave

- - - Conduit
- Overhead Strand
- GRIDS

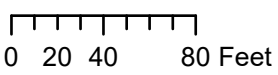
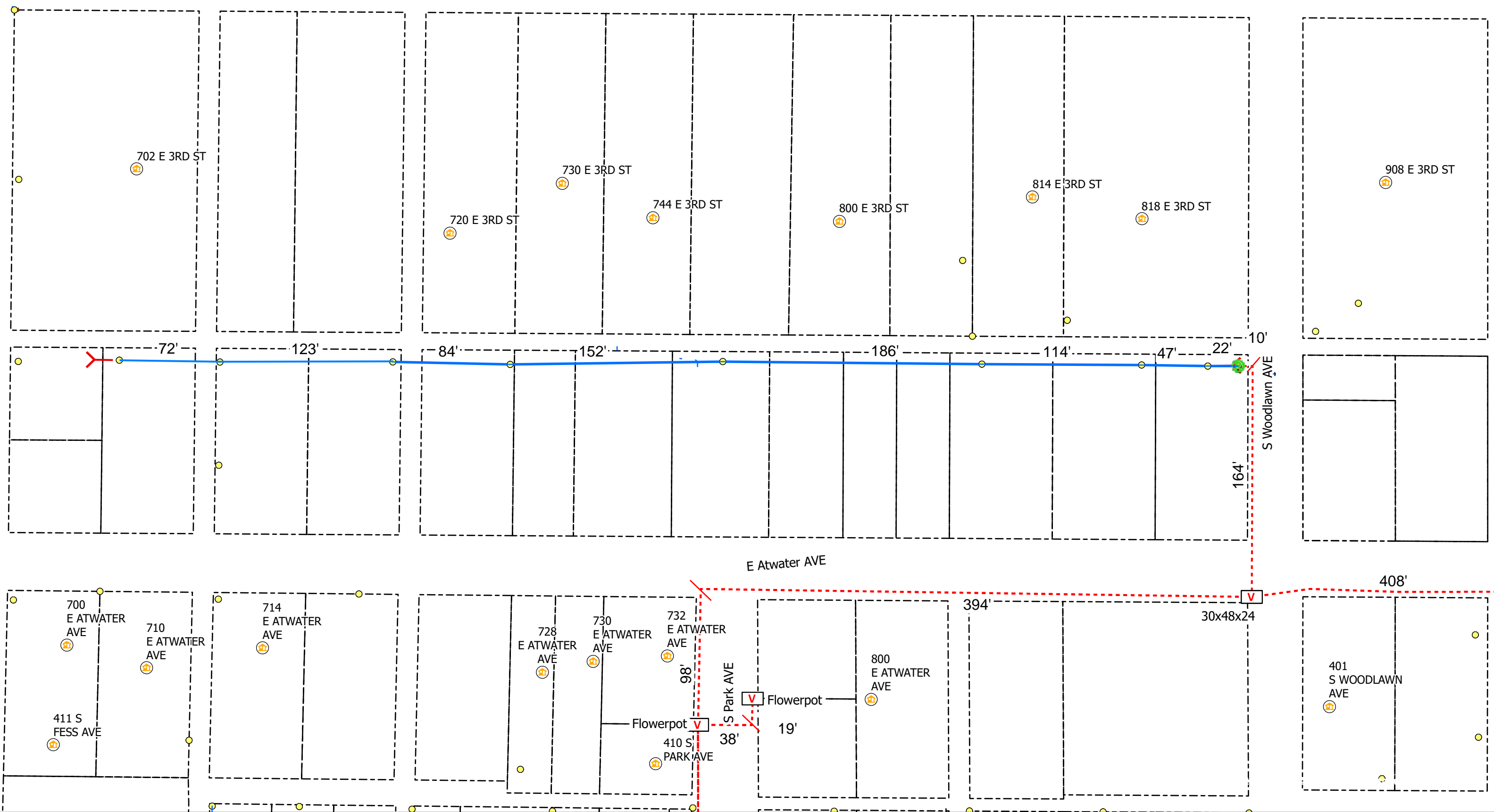


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



E 3rd ST



Legend

- Poles
- Risers
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Address
- Anchor
- Sidewalk

All Flowerpots 12" DIA

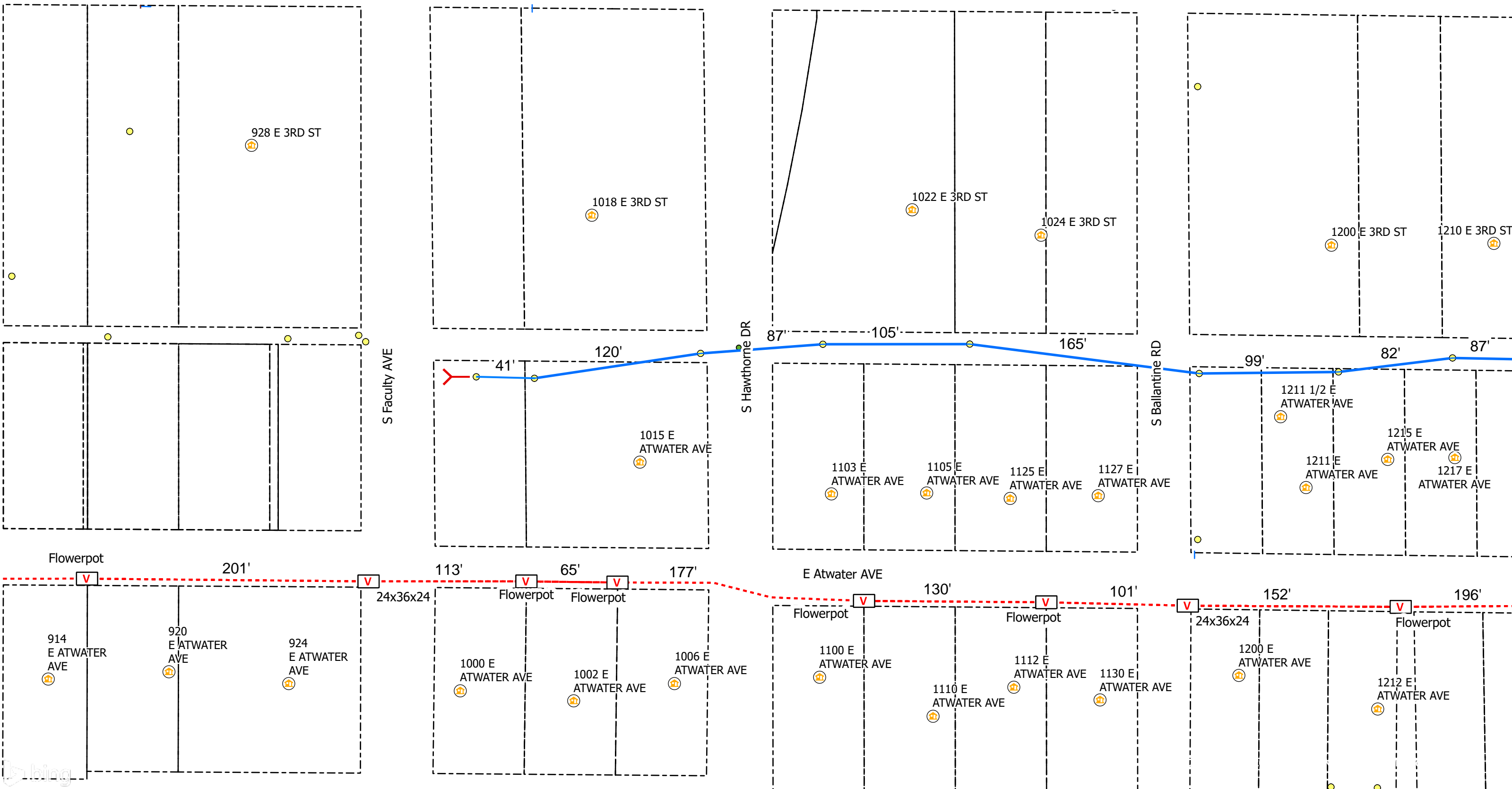


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



E 3rd ST



AEG

0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- A Address
- └─┬─┘ Anchor
- └─┬─┘ Sidewalk

All Flowerpots 12" DIA

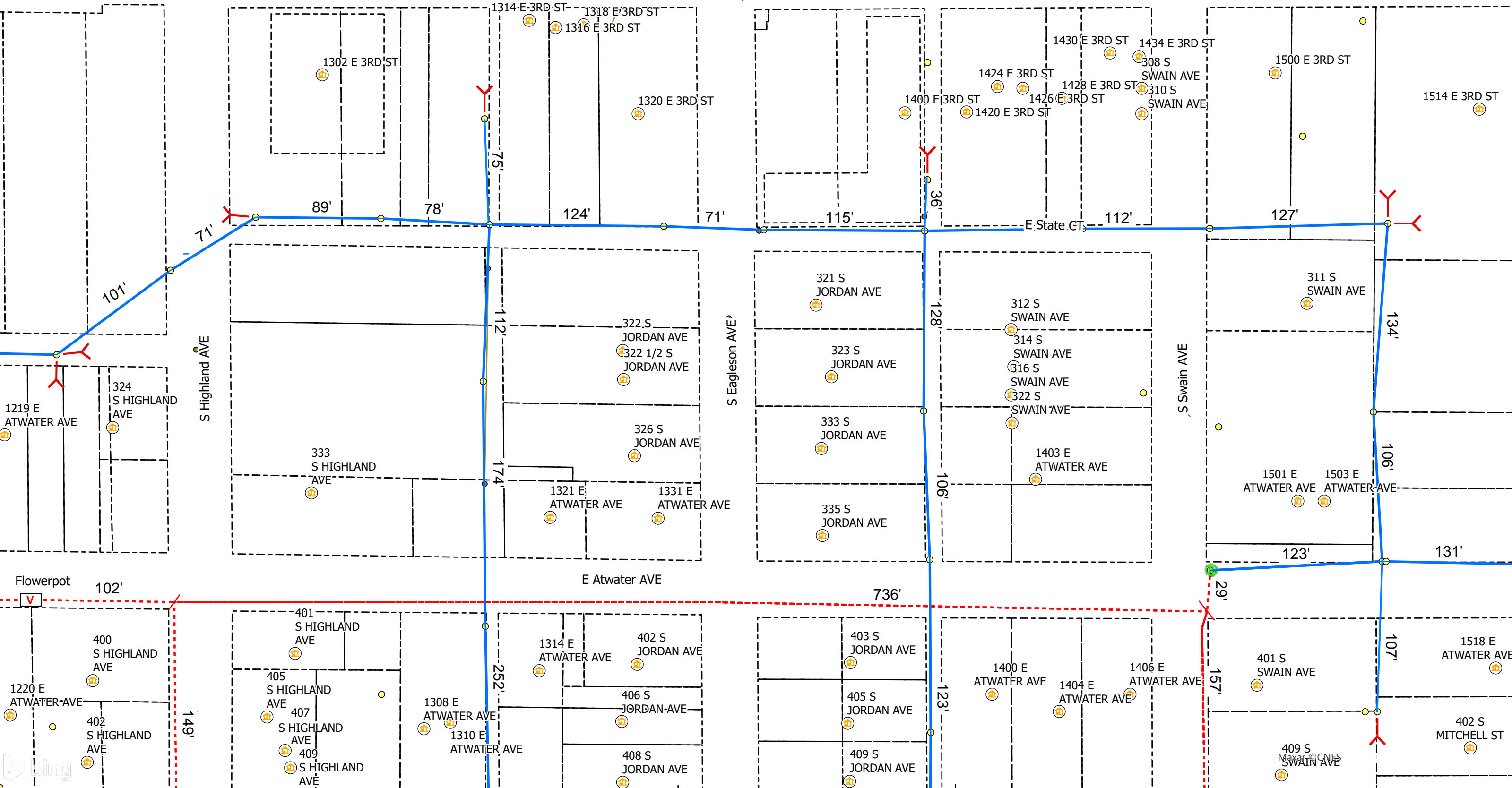


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



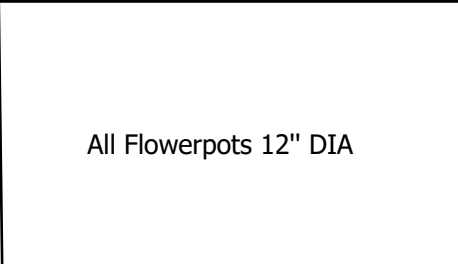
E 3rd ST



Legend

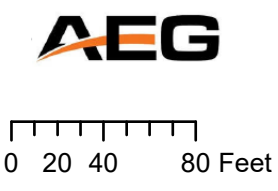
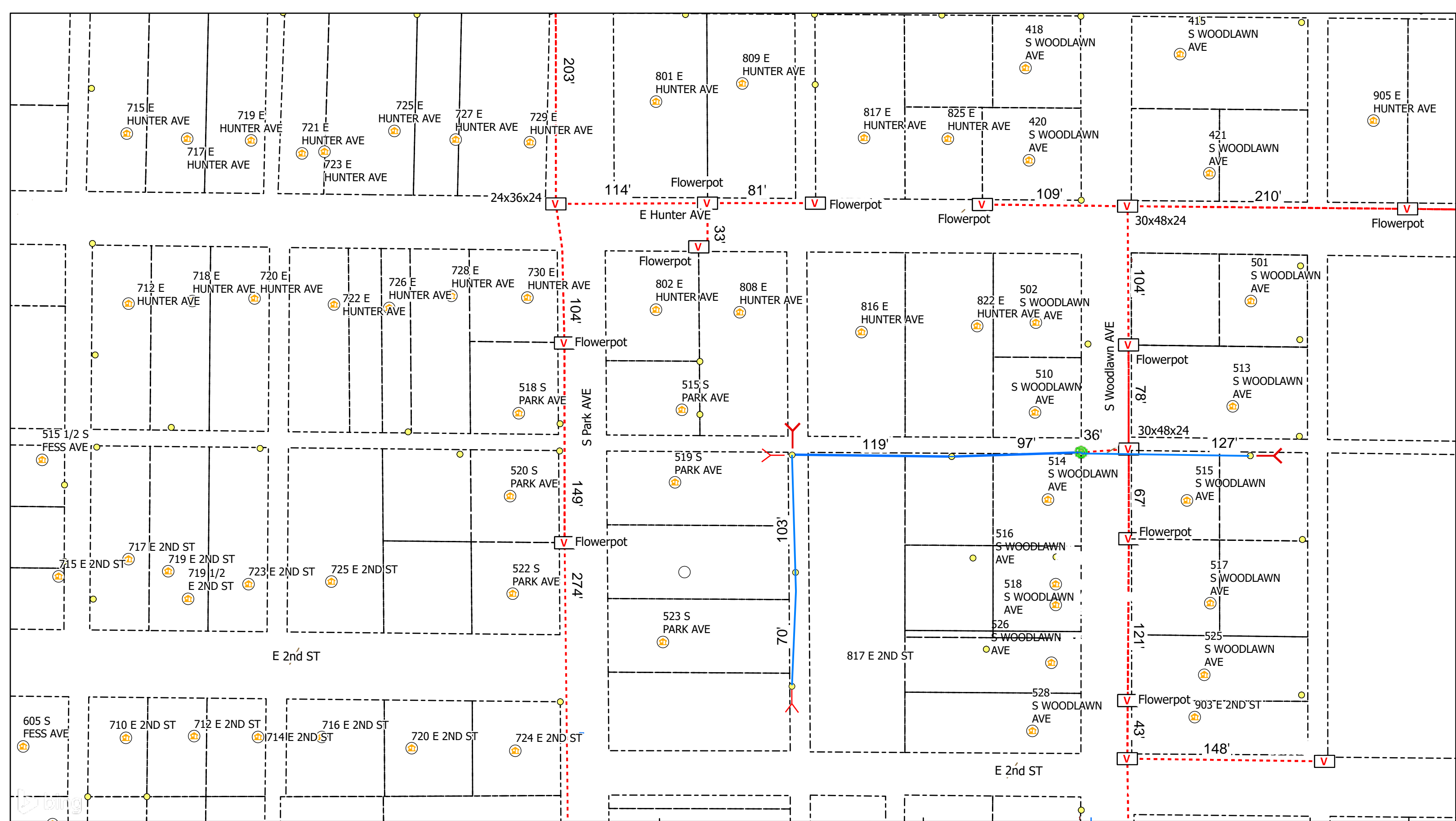
- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- ⊕ Risers
- Ⓜ Address
- Anchor
- ↖ Sidewalk

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



- Legend**
- Poles
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 - V Vaults
 - Overhead Strand
 - Conduit
 - Bloomington_Parcels
 - Address
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 - └─┬─┘ Sidewalk

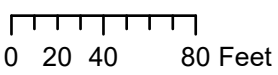
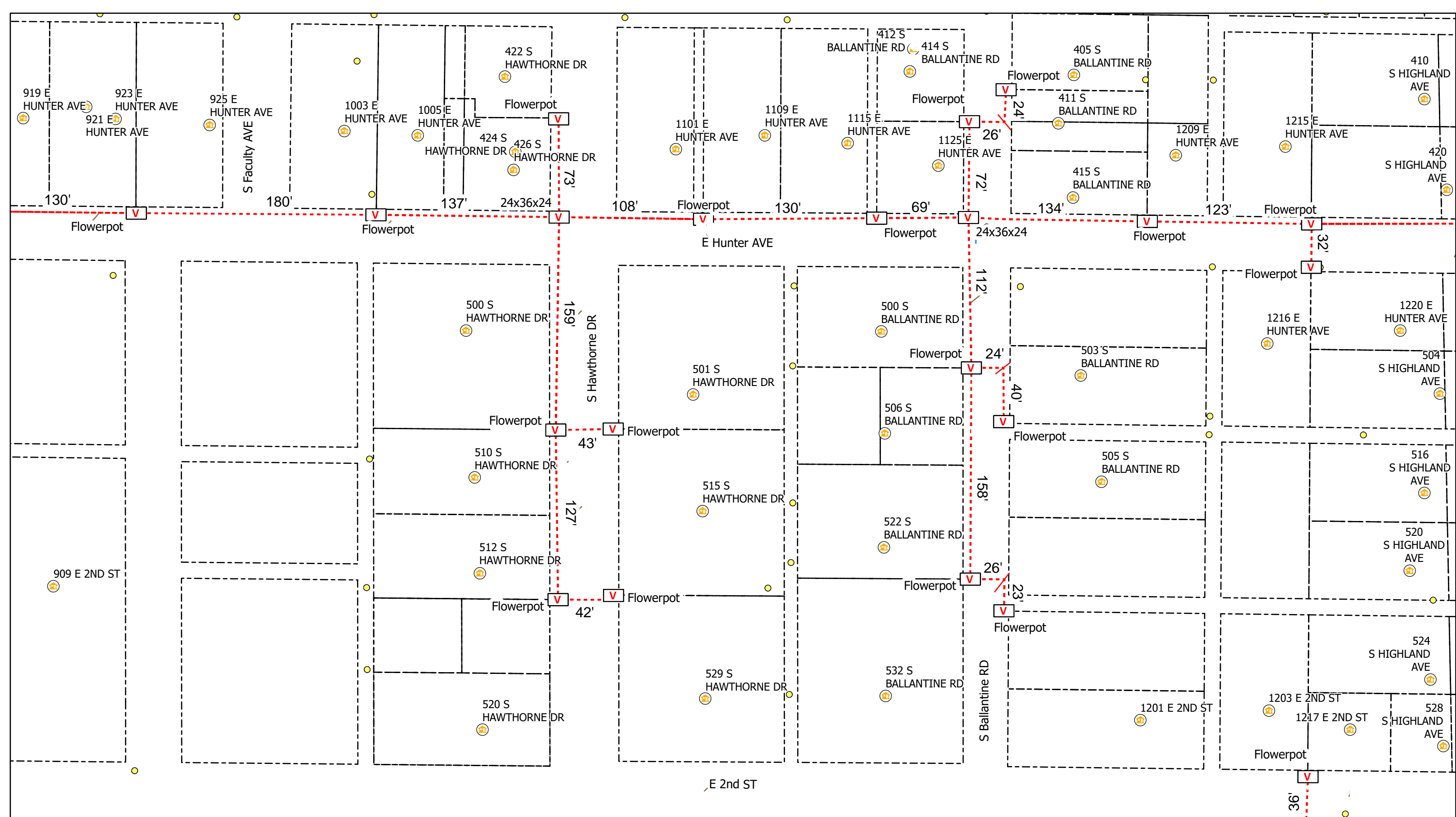
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
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- Sidewalk

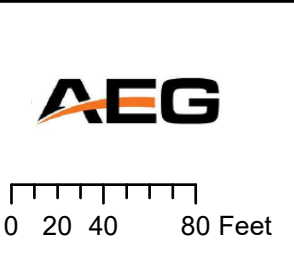
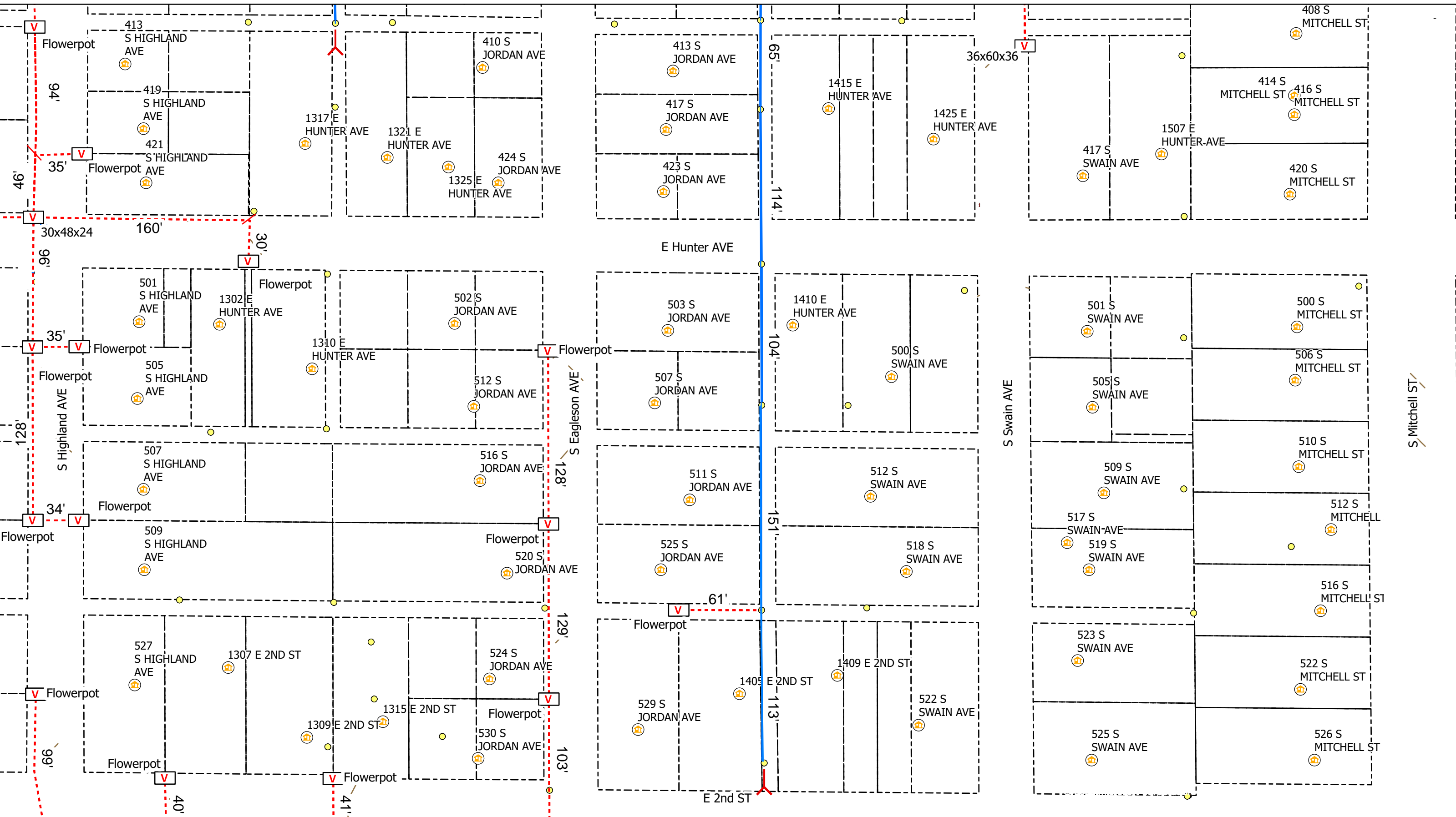
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

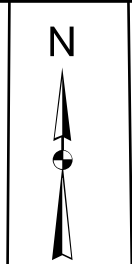




Legend

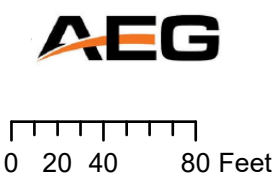
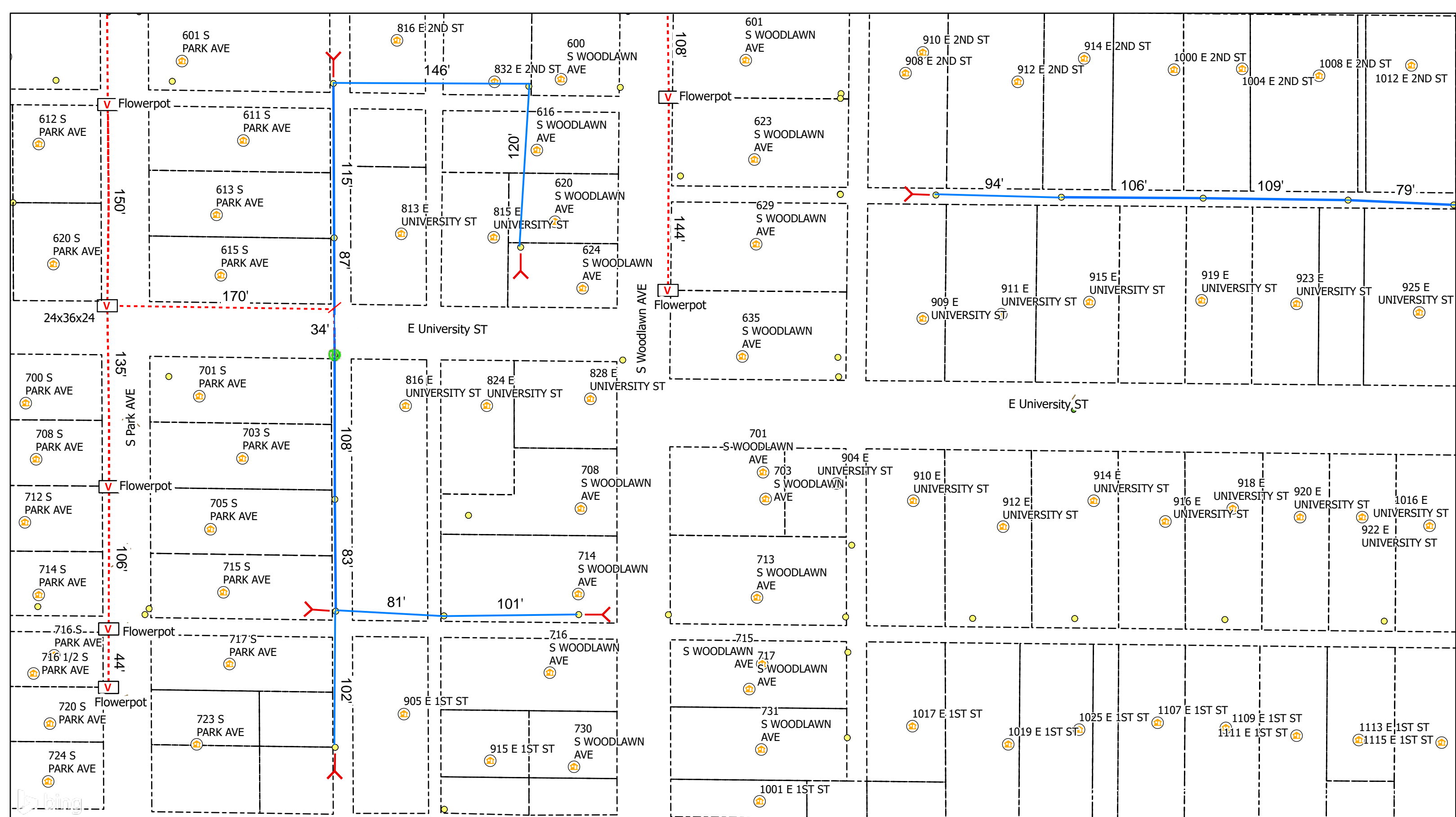
- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



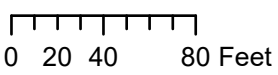
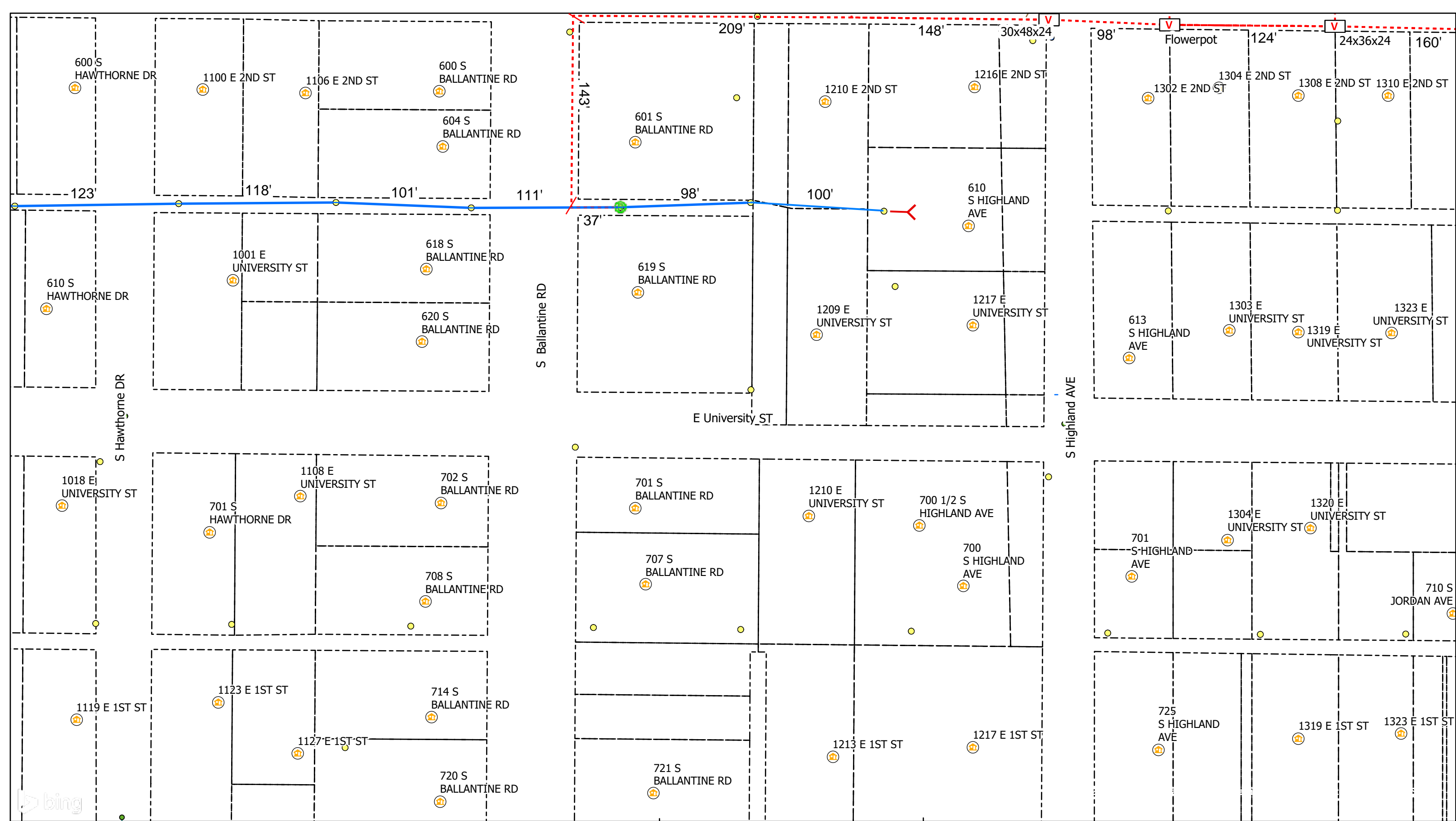
- Legend**
- Poles
 - Risers
 - Vaults
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 - Conduit
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 - Sidewalk
 - Address
 - Bloomington_Parcels

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Legend

- Poles
- Vaults
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- Risers
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- Anchor
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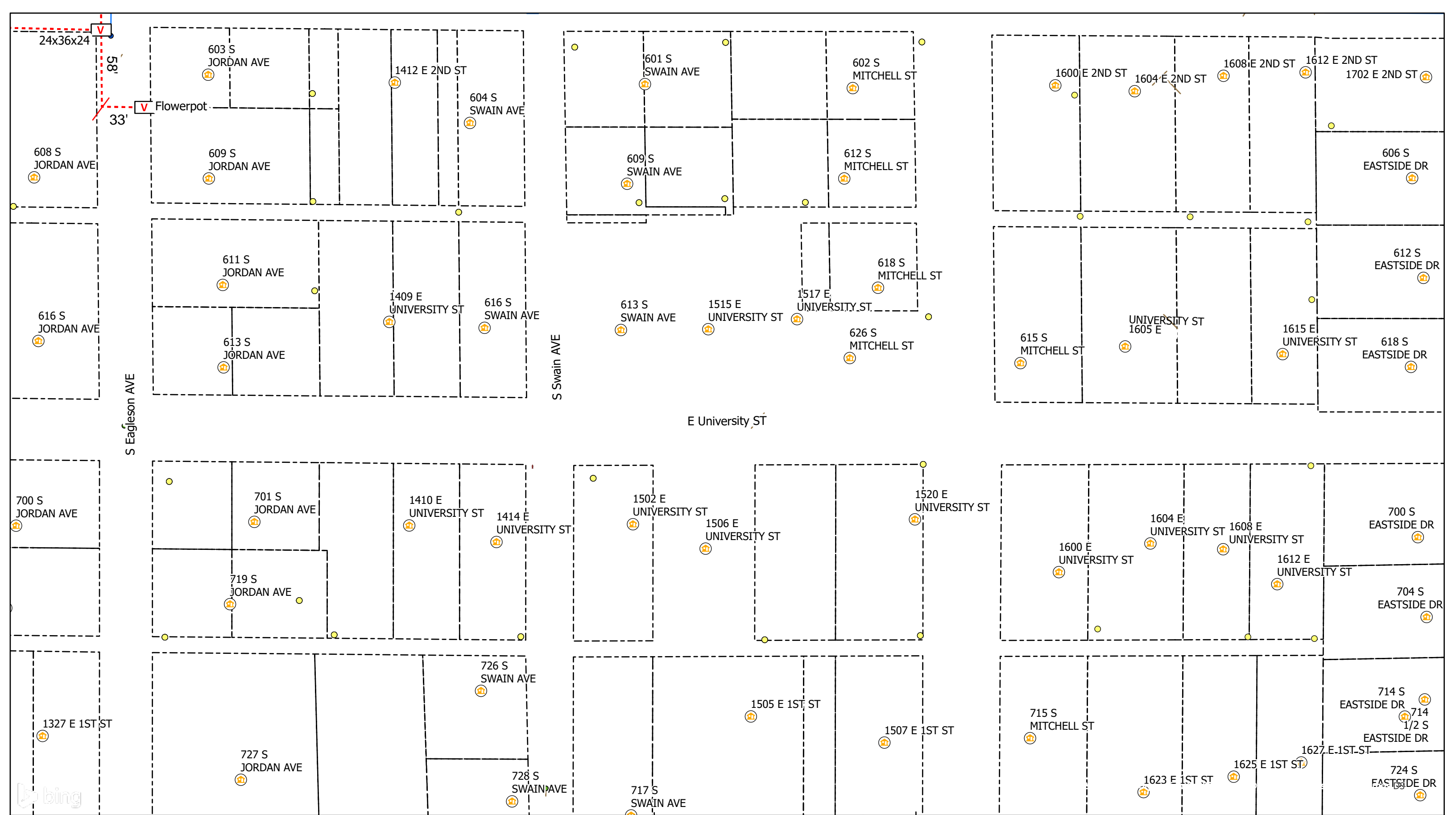
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- Risers
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Ⓜ Address
- Anchor
- └─┘ Sidewalk

All Flowerpots 12" DIA

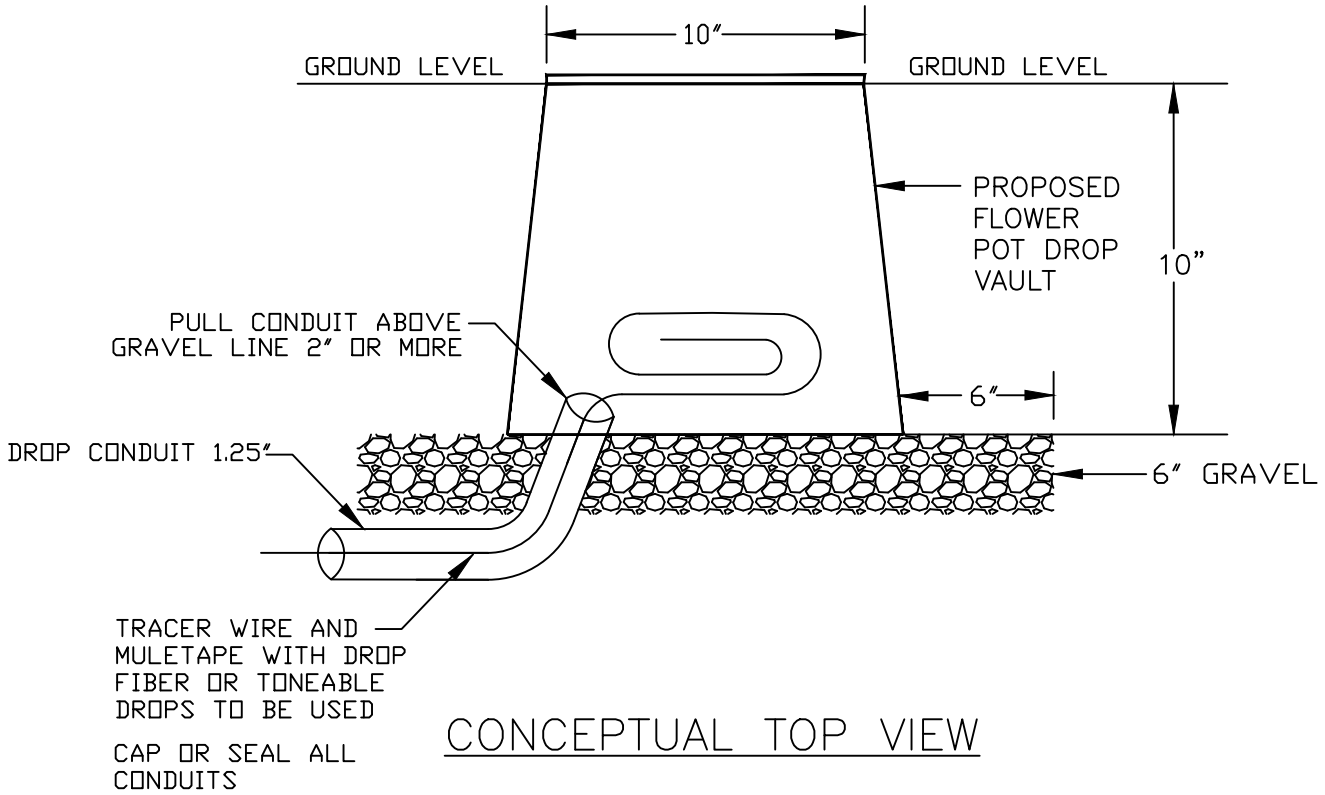


City of Bloomington, IN Permit:
Design View

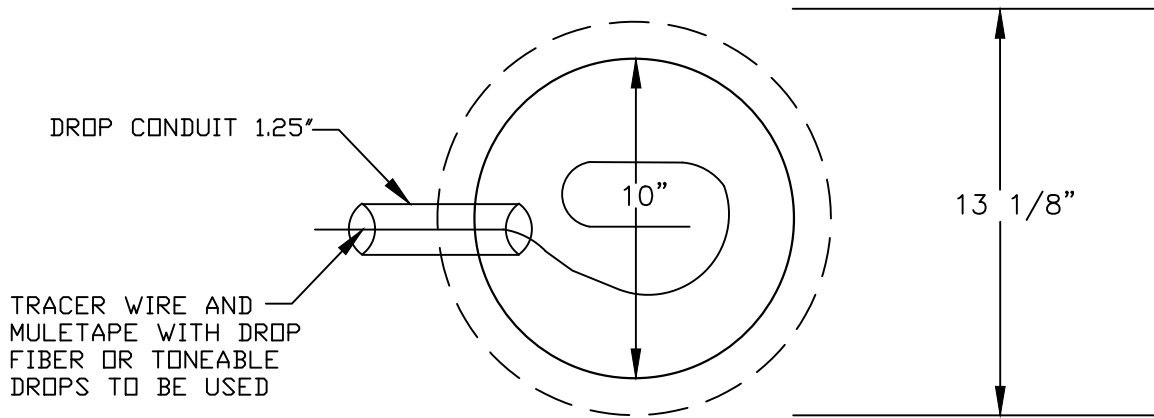
INI	BY	DATE	DESCRIPTION



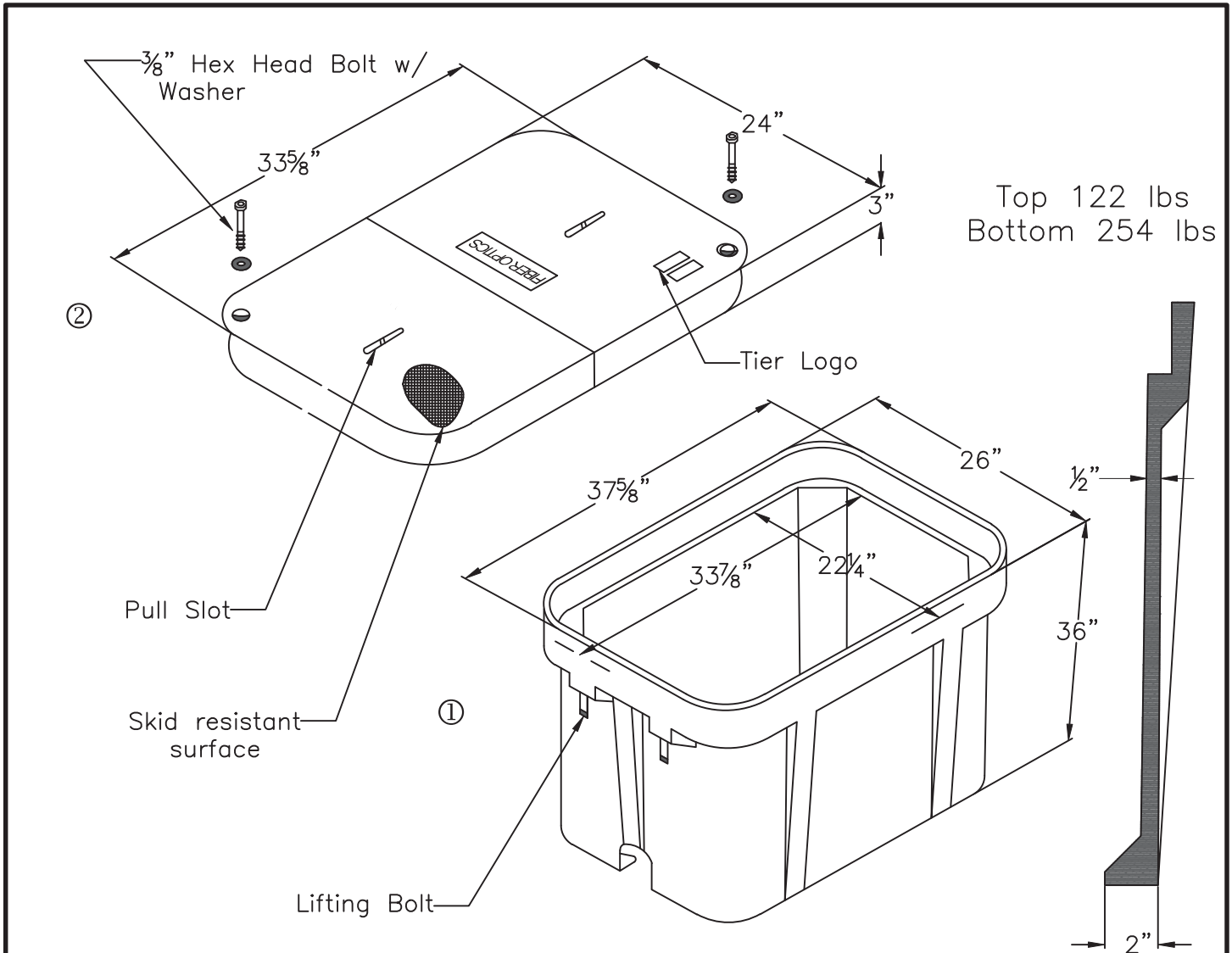
CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW



FLOWER POT



NOTES:

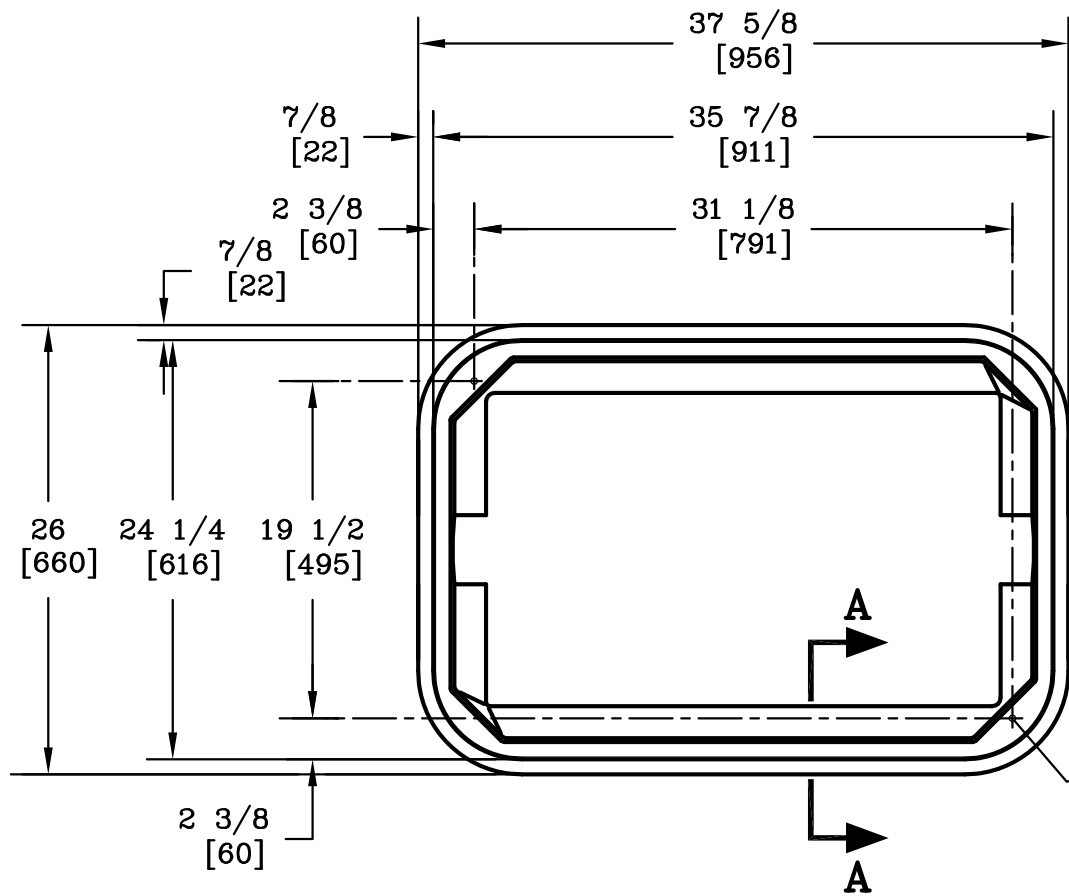
1. Enclosure to be drilled as needed for duct entry.
2. After setting enclosure, fill bottom with #33 pea gravel to approx. depth of 2" (approx. 1.0 cu ft of gravel).
3. Conduits/cables shall be individually tagged to indicate where the other end of the conduit is next accessible.

ITEM	MATERIAL ID	MATERIAL	QTY	ASSET ID
①	23223669	Enclosure Grade Level, 24" x 36", 36" depth, TIER 22 Rating	1	✓397100004
②	23223670	Top, two-piece split, 24" x 36", TIER 15 Rating	1	
		#33 Pea Gravel	As Req'd	

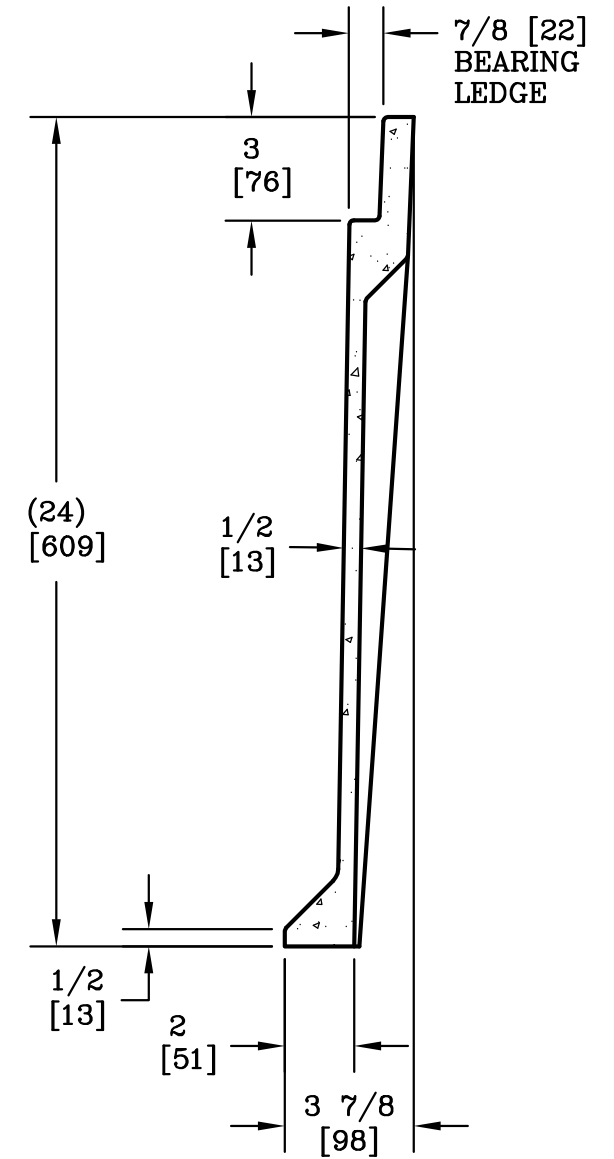
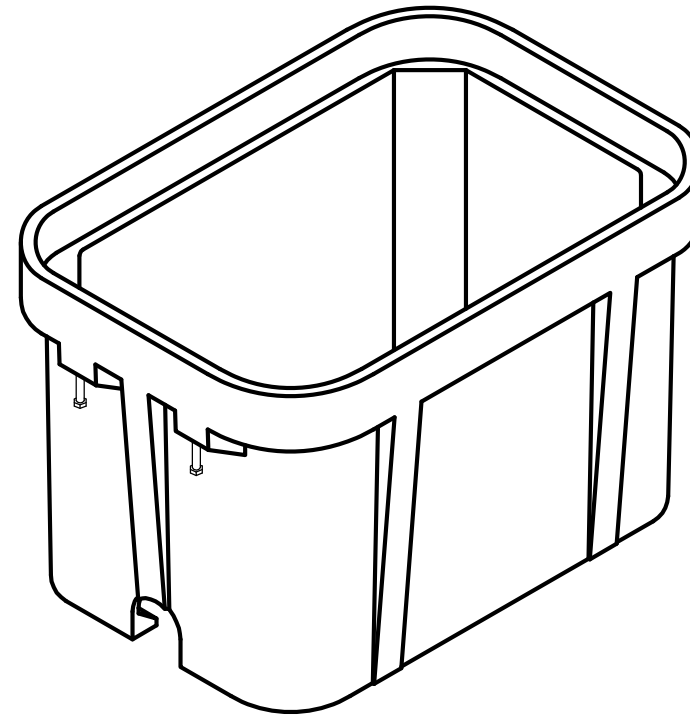
DESIGN PARAMETERS:
 Enclosures utilized for both cable pulling access, cable storage, and splice case storage.

Enclosures will typically be installed every 500 to 1000 feet as necessitated by system design.

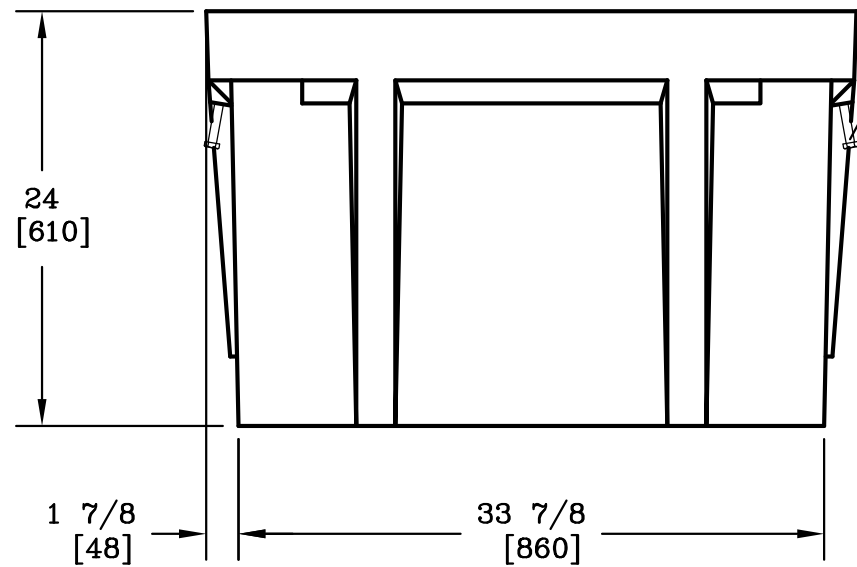
ENCLOSURE, GRADE-LEVEL, TIER 15 24"X 36" – 36" DEPTH		
	Revision Date:	Jul 2020
RUS REF.		REC
N/A	FIBER UTILITY NETWORK	UFOF1.3



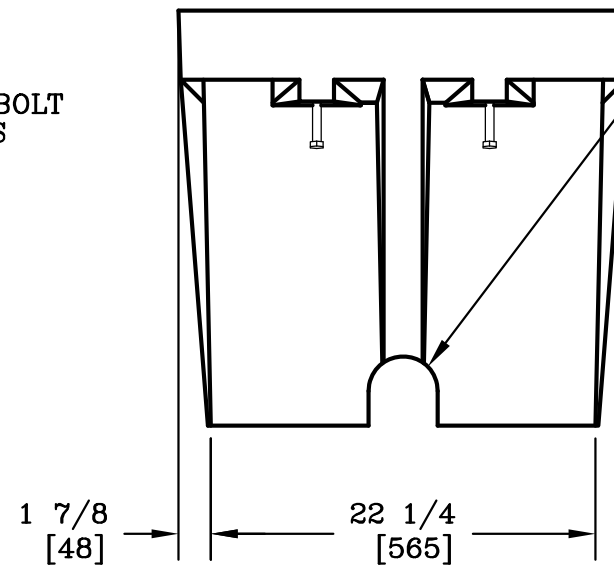
3/8-7 SELF ALIGNING,
REPLACEABLE S.S. EZ-NUT
2 PLACES



SECTION A-A
SCALE: 6"=1'



1/2-13
LIFTING BOLT
4 PLACES




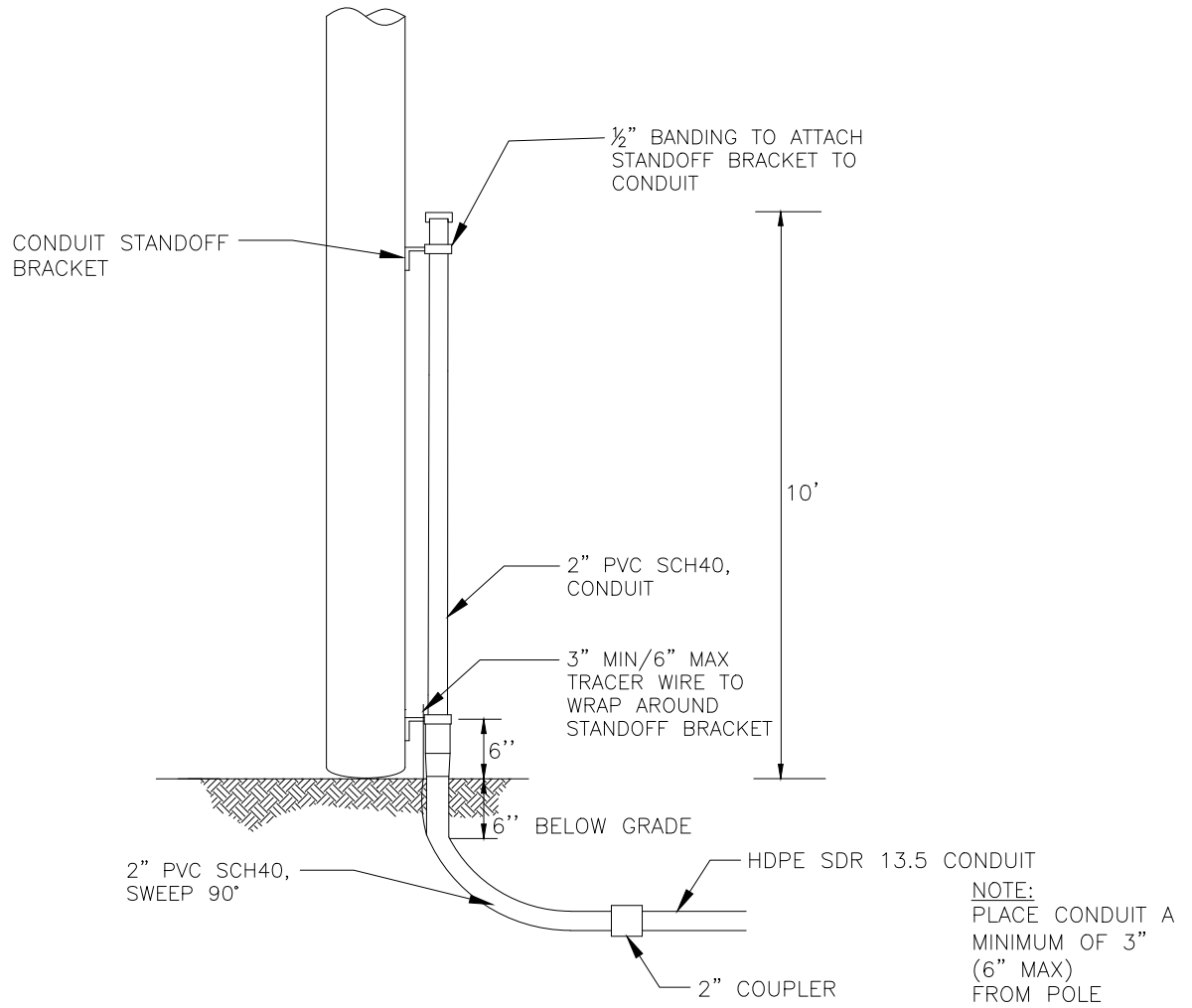
2X 4 [102] X 4 [102]
MOUSEHOLE (1 EACH END)

NOTE:

1. DIMENSIONS IN BRACKETS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.



DIMENSIONS ARE IN INCHES OR MILLIMETERS IN BRACKETS UNLESS OTHERWISE NOTED.					
DRN	BY	DATE	WEIGHT	 3621 INDUSTRIAL PARK DR LENOIR CITY, TN 37771 800-346-3062 www.quazite.com	LOC
CHK	ENG	APR	181# 82kg		S
APR	APR	APR	SCALE	DRAWING DESCRIPTION	REV
			1"=1'		F
			SIZE	QUAZITE® BOX	3/12
			B		
PROJECT NUMBER				DRAWING NUMBER	
93641				PG2436BB24	
SHEET 1 OF 1					



DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		Must be Approved by an Engineer				
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area	Through Buffer/Work Area	
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
	Urban Low Speed - 100 FT						

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01a-HunterAve - TCP1

Signature: _____

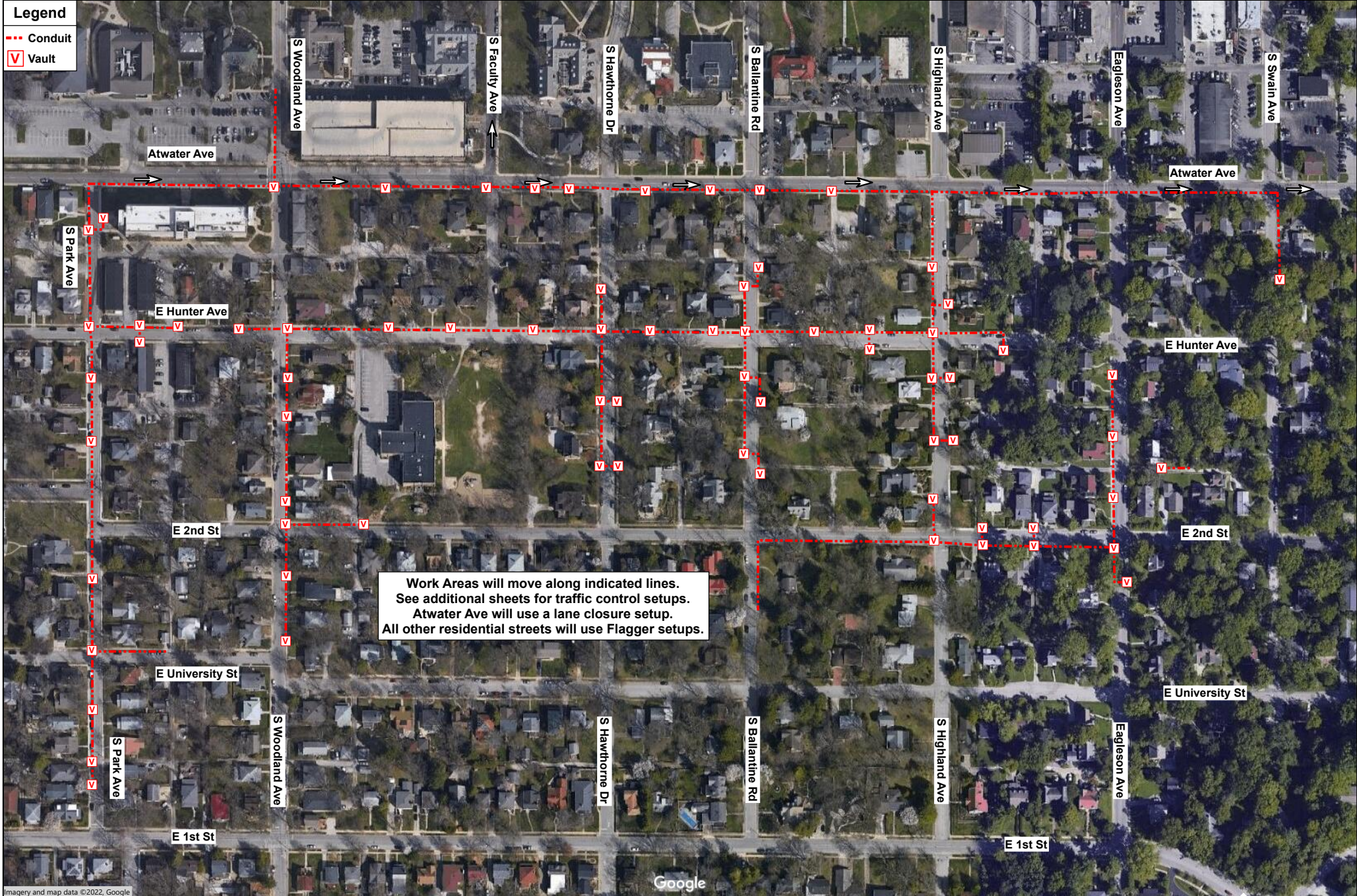
Company: _____

Road Runner Safety Services, Inc.

Date: 9/22/2022 Project: BLC01a-HunterAve - TCP1 :
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

Legend
--- Conduit
V Vault





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: _____ E-MAIL: _____ COMPANY: _____ ADDRESS: _____ CITY, STATE, ZIP: _____ 24-HR EMERGENCY CONTACT NAME: _____ 24-HR CONTACT PHONE #: _____ INSURANCE #*: 883724951 COMPANY: ACORD BOND#*: _____ COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	 <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small>
	H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: <i>Bret Simans</i> DATE: _____

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Express Employment Professionals/Scooter Enforcement Program
Petitioner/Representative: Public Works , Michelle L. Wahl, CAPP
Staff Representative: Michelle L. Wahl
Date: September 23, 2022

Report:

We will be temporarily hiring two scooter enforcement officers through a temporary employment agency until we can hire them through the City of Bloomington.

We recommend using an approved vendor Express Employment Services.

Total cost: Two officers for 25 hours a week at \$15.75 an hour not to exceed \$15,500.

Recommend **Approval** **Denial by:** Michelle Wahl

City of Bloomington Contract and Purchase Justification Form

Vendor: **Express Employment Professionals**

Contract Amount: Not to Exceed, \$15,500

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

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

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

We are requesting two scooter enforcement temporary employees that would work 25 hours week and report to Parking Services Director and Enforcement Manager. These officer will gather scooter images and data and report their findings of illegally parked or abandon scooter in the downtown city district.

Michelle L. Wahl, CAPP

Parking Services Director

Public Works

Print/Type Name

Print/Type Title

Department

**SERVICE CONTRACT BETWEEN CITY OF BLOOMINGTON PARKING SERVICES
DEPARTMENT AND EXPRESS EMPLOYMENT PROFESSIONALS**

THIS AGREEMENT is entered into by and between the City of Bloomington Parking Services Department (hereinafter referred to as “City”), and Express Employment Professionals, a for-profit corporation duly incorporated in the State of Indiana with its principal place of business located at 333 Winslow Plaza, Bloomington, Indiana (hereinafter referred to as “Service Provider”).

WITNESSETH:

WHEREAS, the City requires part-time parking enforcement specialists for scooter enforcement in the City of Bloomington and the City has available sums and is willing to compensate Service Provider in exchange for said scooter enforcement services; and

WHEREAS, Service Provider is a staffing provider that can provide, among other things, scooter enforcement services, and Service Provider is willing and able to perform the requested scooter enforcement services for and on behalf of the City.

NOW, THEREFORE, the Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The cost to the City for all scooter enforcement services provided by Service Provider during the term of this agreement shall be Fifteen Dollars and Seventy-Five Cents (\$15.75) per hour, for two persons, for Twenty-Five Hours (25) per week. However, under no circumstance shall the compensation associated with this Agreement exceed Fifteen Thousand Five Hundred Dollars and No Cents (\$15,500.00). No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.
2. **Term of Agreement.** The term of this Agreement shall be from the date of last signature indicated below through to and including December 31, 2022. Early termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.
3. **Scope of Work.** The Service Provider will perform all work described in the proposal which is attached hereto, marked as Exhibit “A” and by this reference incorporated herein. The Service Provider will perform scooter enforcement services for a total of fifty hours per week (two persons at 25 hours per week each) so long as this Agreement is in effect.

Note that this contract was updated 09/26/2022 after it was released in the packet on 09/23/2022 but prior to the Board of Public Works meeting 09/27/2022 to correct a typo in Paragraph 1 “Agreement Price.” Fifteen Thousand Dollars and No Cents was corrected to Fifteen Thousand Five Hundred Dollars and No Cents.

4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit A in a manner to meet the highest professional standards consistent with the Service Provider's profession in the location and at the time the work is performed. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in Exhibit "A". Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.
6. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below.
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.
8. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the City of Bloomington, its Boards, departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of any injury to or death of persons, sickness, disease or loss, damage or destruction of any real or personal property in connection with the performance required under this Agreement.
9. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to City. Coverage shall be at least as follows:
 - 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 Insurance 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 and Automobile Liability 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.

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

10. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
11. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be and is 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 City.
12. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
14. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.

15. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
16. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
18. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
19. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
20. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:
Michelle Wahl
Parking Services Department
401 North Morton Street
Bloomington, IN 47404

Service Provider:
Tim Tucker
Express Employment Professionals
333 Winslow Plaza
Bloomington, IN 47401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

21. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
22. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the

Service Provider. 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.

23. **Verification of New Employees' Employment Status.** The Service Provider 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). The Service Provider shall sign an affidavit, attached as Exhibit "B", affirming that the Service Provider does not knowingly employ any 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.

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

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider 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. The Service Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

24. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, 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. Service Provider shall swear under oath, via signed affidavit, attached as Exhibit "C" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

25. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

City of Bloomington:

Michelle Wahl, Director
Parking Services Department

Date

Express Employment Professionals:

Tim Tucker
Express Employment Professionals

Date

EXHIBIT A SCOPE OF SERVICES

Scope of Services shall include:

Temporary Scooter Enforcement Services for the City of Bloomington. Scooter enforcement specialists shall patrol streets, alleys, city-owned parking lots, and neighborhoods, bike racks, and sidewalks and any City area that the presence of a scooter prevents or impedes the continual flow of pedestrian and vehicular traffic. This includes making sure the scooters are not impeding ADA travel paths and moving/impounding them to not block travel. Responsible for citing/documentation of all scooter violations, photographing violation and recording/logging each incident by serial number, per Scooter Company. Scooter enforcement specialists shall patrol designated parking areas, including parking lot(s), metered areas, and limited parking and neighborhood zone areas. When required, prepares and issues citations pursuant to Title 15 in the Bloomington Municipal Code on handheld unit which records the information in City of Bloomington Citation management software system. Takes all reasonable steps to maintain a safe work environment while driving a City vehicle, during all inclement weather conditions, while setting up for special events, and while doing physical activities.

Days and Hours:

Scooter Enforcement Specialist #1 - Monday – Friday from 9:00 am – 2:00 pm; and
Scooter Enforcement Specialist #2 - Tuesday – Saturday from 3:00 pm – 8:00 pm

EXHIBIT B

E-Verify Affidavit

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

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

Tim Tucker
Express Employment Professionals

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Tim Tucker and acknowledged the free and voluntary execution of the foregoing for and on behalf of Express Employment Professionals, this ____ day of _____, 2022.

Notary Public

Printed name

My Commission Expires: _____

EXHIBIT C

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 _____, 2022.

Tim Tucker
Express Employment Professionals

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Tim Tucker and acknowledged the free and voluntary execution of the foregoing for and on behalf of Express Employment Professionals, this ____ day of _____, 2022.

Notary Public

Printed name

My Commission Expires:_____



Board of Public Works Staff Report

Project/Event: Marshall Security & Investigations, LLC (MSI):
School Crossing Guards

Petitioner/Representative: Public Works, Michelle L. Wahl, CAPP

Staff Representative: Michelle L. Wahl

Date: September 23, 2022

Report:

We will be temporarily hiring four (4) school crossing guard officers for MCCSC through MSI until we can hire them through the City of Bloomington.

We recommend using an approved vendor Marshall Security & Investigations (MSI).

Total cost: Four school crossing guard for MCCSC a week at \$25.00 an hour not to exceed \$15,500.

Recommend **Approval** **Denial by:** Michelle Wahl

City of Bloomington Contract and Purchase Justification Form

Vendor: **Marshall Security & Investigations LLC**

Contract Amount: Not to Exceed, \$15,500

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Due to the need of immediate personal to be able to fill these crossing guard locations until these positions are filled by City employees.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

We are unable to fill the remaining four position for MCCSC school crossing guard program. We have requested the services of MSI to fill these gaps until we can fill the positions.

Michelle L. Wahl, CAPP

 Print/Type Name

Parking Services Director

 Print/Type Title

Public Works

 Department

**SERVICE CONTRACT BETWEEN CITY OF BLOOMINGTON PARKING SERVICES
DEPARTMENT AND MARSHALL SECURITY & INVESTIGATIONS. LLC**

THIS AGREEMENT is entered into by and between the City of Bloomington Parking Services Department (hereinafter referred to as “City”), and Marshall Security & Investigations, LLC, a for-profit limited-liability corporation duly incorporated in the State of Indiana with its principal place of business located at 2520 West 3rd Street, Bloomington, IN (hereinafter referred to as “Service Provider”).

WITNESSETH:

WHEREAS, the City requires temporary crossing guards for particular areas located in the City, and the City has available sums and is willing to compensate Service Provider in exchange for said temporary crossing guard services; and

WHEREAS, Service Provider is a security and investigation company that can provide, among other things, temporary crossing guard services, and Service Provider is willing and able to perform the requested temporary crossing guard services for and on behalf of the City.

NOW, THEREFORE, the Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The cost to the City for all temporary crossing guard services provided by Service Provider during the term of this agreement shall be Twenty-Five Dollars and No Cents (\$25.00) per hour, per person. However, under no circumstance shall the compensation associated with this Agreement exceed Fifteen Thousand Five-Hundred Dollars and No Cents (\$15,500.00). No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.
2. **Term of Agreement.** The term of this Agreement shall be from the date of last signature indicated below through to and including May 19, 2023. Early termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.
3. **Scope of Work.** The Service Provider will perform all work described in the proposal which is attached hereto, marked as Exhibit “A” and by this reference incorporated herein. The Service Provider shall provide temporary crossing guard services every day MCCSC Schools are in service for the 2022-23 school year so long as needed.
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit A in a manner to meet the highest professional standards

consistent with the Service Provider's profession in the location and at the time the work is performed. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

5. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in Exhibit "A". Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.
6. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below.
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.
8. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the City of Bloomington, its Boards, departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of any injury to or death of persons, sickness, disease or loss, damage or destruction of any real or personal property in connection with the performance required under this Agreement.
9. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to City. Coverage shall be at least as follows:
 - 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 Insurance 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 and Automobile Liability 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.

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

10. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
11. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be and is 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 City.
12. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
14. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid

provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.

15. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
16. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
18. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
19. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
20. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:
Michelle Wahl
Parking Services Department
401 North Morton Street
Bloomington, IN 47404

Service Provider:
Jeff Nesbitt
Marshall Security & Investigations, LLC
2520 West 3rd Street
Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

21. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
22. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. 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.
23. **Verification of New Employees' Employment Status.** The Service Provider 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). The Service Provider shall sign an affidavit, attached as Exhibit "B", affirming that the Service Provider does not knowingly employ any 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.

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

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider 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. The Service Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

24. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, 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. Service Provider shall swear under oath, via signed affidavit, attached as Exhibit “C” and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
25. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider’s eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

City of Bloomington:

Michelle Wahl, Director
Parking Services Department

Date

Marshall Security & Investigations, LLC.:

Jeff Nesbitt
Marshall Security & Investigations, LLC

Date

EXHIBIT A
SCOPE OF SERVICES

Scope of Services shall include:

Temporary School Crossing Guard Services for the City at locations and times to be determined as needed.

Rates for Services shall be:

Twenty-Five Dollars and No Cents (\$25.00) per hour, per person.

EXHIBIT B

E-Verify Affidavit

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

1. The undersigned is the _____ of _____.
(Job Title) (Company Name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

Jeff Nesbitt
Marshall Security & Investigations, LLC

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jeff Nesbitt and acknowledged the free and voluntary execution of the foregoing for and on behalf of Marshall Security & Investigations, LLC this _____ day of _____, 2022.

Notary Public

Printed name

My Commission Expires: _____



Board of Public Works Staff Report

Project/Event: Lower Level Renovation at Fire Station #2

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: 9/27/2022

The Bloomington Fire Department is requesting permission to proceed with a renovation project at Fire Station #2. The project will turn the existing office space on the lower level into two sleeping quarters with a shared bathroom.

Tabor Bruce Architects developed a floor plan and created construction drawings that were used to bid the project. Three bids were solicited and are as follows:

Fox Construction	\$ 94,744.00
Ann-Kriss, LLC	\$ 92,768.40
Strauser Construction Co., Inc.	\$ 91,800.00

Staff recommends award of the contract to Strauser Construction Co., Inc. for \$ 91,800.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction Co., Inc.

Contract Amount: \$91,800.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 3	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Strauser was the lowest quoter of the three that submitted. Ann-Kriss, LLC quoted \$92,768.40. Fox Construction quoted \$94,744.00. Strauser is a qualified contractor that we have dealt with in the past.

J. D. Boruff

Facilities Director

Public Works.

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
STRAUSER CONSTRUCTION CO., INC.
FOR
LOWER LEVEL RENOVATION AT FIRE STATION #2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Strauser Construction Co., Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Lower Level Renovation at Fire Station #2**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that

the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Ninety One Thousand Eight Hundred Dollars (\$91,800.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this

Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 **Extent of Agreement: Integration**

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

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

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

5.05 **Insurance**

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

5.08.02 CONTRACTOR certifies for himself and all his or her subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that he or she:

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person

discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Strauser Construction Co., Inc.
Attn: J. D. Boruff	Attn: Lennie Strauser
401 N. Morton St., Suite 120	453 Clarizz Blvd.
Bloomington, Indiana 47404	Bloomington, IN 47401

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until he or she receives an official written Notice to Proceed (NTP) from the City. Contractor shall start active and continuous work on the Agreement within thirty (30) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the thirty (30) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is

canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

Lower Level Renovation at Fire Station #2

This project shall include, but is not limited to, the renovation of existing space in the lower level of Fire Station #2 into two sleeping quarters and one shared bathroom.

Plans and specifications are contained in the plan set labeled "A Lower Level Renovation for City of Bloomington: Fire Station #2 prepared by Tabor Bruce Architecture & Design, Inc., dated August 2022.

Additions:

1. Contractor shall paint all areas affected by this project and supply paint and related materials.
2. Contractor shall be responsible for moving any sprinkler lines and/or heads as required.

20_____
Signature

Date: _____,

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Change Order #2 for Lower Cascades Project – N Old SR 37

Petitioner/Representative: Public Works/Street Division

Staff Representative: Joe VanDeventer

Date: September 27, 2022

This project was awarded on August 17, 2021 to E&B Paving, LLC. The Notice to Proceed was issued on September 20, 2021 and work began Friday, October 8, 2021. This contract included the milling, resurfacing and asphalt pavement, installation of traffic calming, guard rail installation and pavement markings. The original contract amount was \$ 160,550.00. Change Order #2 will add \$ 1,565.26 and is being presented to adjust the quantities due to the roadway was wider in places then what the plans called out and that caused an overrun in the milling tack and surface item quantities. Parks & Rec will provide additional funding.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$168,591.41

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract awarded August 17, 2021 through the Board of Public Works.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Contract BC 2021-69 was approved by the BPW on August 17, 2021. This Change Order #2 for \$ 1,565.26 is being presented in compliance with the contract documents for the Lower Cascade Project - N Old SR 37.

Joe VanDeventer

Director of Operations

DPW/Street Division

Print/Type Name

Print/Type Title

Department

CHANGE ORDER



Project Name:
BC 2021-69 Lower Cascades Project - N Old 37

Change Order Number: 2

Date of Change Order: Tuesday, September 27, 2022

Contractor:

Engineer's Project #:

E&B Paving, LLC
2520 W Industrial Park Dr
Bloomington, IN 47404

NTP Date: Monday, September 20, 2021
Allowable Calendar Days: 120 (includes holiday's)
Previous Completion Date: Wednesday, November 3, 2021

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price		Item Total
1	Compact Aggregate #53	-19	\$50.00 /	TN	\$ (950.00)
2	Milling Asphalt, 1.5"	266	\$1.35 /	SYS	\$ 359.10
3	HMA Surface 9.5MM (Type B)	49.92	\$73.00 /	TN	\$ 3,644.16
4	Joint Adhesive Surface	299	\$0.50 /	LFT	\$ 149.50
5	HMA Wedge and Level (Type B)	-8.9	\$110.00 /	TN	\$ (979.00)
6	Asphalt for Tack Coat	266	\$0.20 /	SYS	\$ 53.20
7	Line Thermo Solid White 4 inc	-552	\$0.80 /	LFT	\$ (441.60)
8	Line Thermo Solid Yellow 4 inc	-352	\$0.80 /	LFT	\$ (281.60)
9	Transverse Marking Thermo Stop Line 24 in	1	\$11.50 /	LFT	\$ 11.50

The original Contract Sum:	\$	160,550.00
The net change by previously authorized Change Orders:	\$	6,476.15
The Contract Sum prior to this Change Order was:	\$	167,026.15
The Contract Sum will be changed by this Change Order in the amount of:	\$	1,565.26
 The new Contract Sum including this Change Order will be:	 \$	 168,591.41
The Contract Time will be changed by:		0 days
 The date of Substantial Completion as of the date of this Change Order therefore is:		 Monday, August 1, 2022

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been previously agreed to in the Contract Documents.)
NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Director of Street Operations	E&B Paving, LLC	Board of Public Works
_____	CONTRACTOR	OWNER
401 North Morton Street	2520 W Industrial Park Dr	401 North Morton Street
ADDRESS	Bloomington, IN	ADDRESS
_____	_____	_____
Joe Van Deventer	Todd Hoops	Kyla Cox Deckard
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
_____	_____	_____
SIGNATURE	SIGNATURE	SIGNATURE



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Emma Campolattara	01-Refund adoption fee-due to allergies-9/11/22		09/30/2022	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$75.00</u>
		Transactions		
Account 43460 - Medical				
Emma Campolattara	01-Refund adoption fee-due to allergies-9/11/22		09/30/2022	15.00
	Account 43460 - Medical Totals	Invoice 1		<u>\$15.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-Office Supplies-Folders, paper, name badges. command hooks		09/30/2022	138.62
	Account 52110 - Office Supplies Totals	Invoice 1		<u>\$138.62</u>
		Transactions		
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01- Adult Dog & puppy Food		09/30/2022	171.42
3929 - IDEXX Laboratories, INC	01 - FIV/FELV diagnostic tests		09/30/2022	1,536.44
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding-9/12/22		09/30/2022	249.50
4549 - Kroger Limited Partnership I	01 - rabbit food		09/30/2022	13.72
4549 - Kroger Limited Partnership I	01- rabbit food, cheerios, cat milk		09/30/2022	39.66
4633 - Midwest Veterinary Supply, INC	01- bags for medication		09/30/2022	2.80
4633 - Midwest Veterinary Supply, INC	01- feeding tube		09/30/2022	16.15
4633 - Midwest Veterinary Supply, INC	01- syringes		09/30/2022	107.20
4633 - Midwest Veterinary Supply, INC	01- gloves, Isolation gowns		09/30/2022	131.11



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

4633 - Midwest Veterinary Supply, INC	01-Vet Sup-gloves, ID bands, milk replacer, antifun.. antibiotic	09/30/2022	235.84
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies-Syringes, bags, antiparasitics	09/30/2022	473.42
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies - Antibiotics & Svrinaes	09/30/2022	475.74
4137 - Patterson Veterinary Supply, INC	01- tapeworm medication	09/30/2022	202.95
4666 - Zoetis, INC	01-Antibiotics, Medications & Vaccines	09/30/2022	1,234.18
Account 52210 - Institutional Supplies Totals		Invoice 14	<u>\$4,890.13</u>
		Transactions	
Account 52430 - Uniforms and Tools			
4447 - Municipal Emergency Services, INC	01-Uniform Scrubs tops	09/30/2022	43.29
Account 52430 - Uniforms and Tools Totals		Invoice 1	<u>\$43.29</u>
		Transactions	
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01- Discounts were not applied to inv# 277139	09/30/2022	(43.79)
6529 - BloomingPaws, LLC	01-Diagnostics, Emergency Visit for Canine Mixed 8/29/22	09/30/2022	1,504.64
3376 - Bloomington Pets Alive, INC	01 - Spay/Neuter surgeries -8/1-8/31/22	09/30/2022	7,182.40
Account 53130 - Medical Totals		Invoice 3	<u>\$8,643.25</u>
		Transactions	
Account 53610 - Building Repairs			
4483 - City Lawn Corporation	19-ACC-Mowing-August 2022 (2)	BC 2021-104 09/30/2022	252.00
1537 - Indiana Door & Hardware Specialties, INC	01-Replaced glass in green door dog area @ ACC	BC 2021-142 09/30/2022	599.00
Account 53610 - Building Repairs Totals		Invoice 2	<u>\$851.00</u>
		Transactions	
Program 010000 - Main Totals		Invoice 23	<u>\$14,656.29</u>
		Transactions	
Program 010001 - Donations Over \$5K			
Account 52210 - Institutional Supplies			
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription vet food	09/30/2022	263.96
5819 - Synchrony Bank	01- Pet Heating Pad	09/30/2022	139.99



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

Account 52210 - Institutional Supplies Totals		Invoice 2	\$403.95
		Transactions	
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Heartworm Treatment for Canine Male Mixed 9/14/22	09/30/2022	122.84
6529 - BloomingPaws, LLC	01- HTW & Emergency treatment	09/30/2022	911.24
3929 - IDEXX Laboratories, INC	01- Fecal, Bloodwork diagnostic services	09/30/2022	163.18
175 - Monroe County Humane Association, INC	01- Diagnostics Supplies	09/30/2022	8.00
175 - Monroe County Humane Association, INC	01- Diagnostics and Medication	09/30/2022	29.06
175 - Monroe County Humane Association, INC	01- Diagnostics and Medication	09/30/2022	185.00
Account 53130 - Medical Totals		Invoice 6	\$1,419.32
		Transactions	
Program 010001 - Donations Over \$5K Totals		Invoice 8	\$1,823.27
		Transactions	
Department 01 - Animal Shelter Totals		Invoice 31	\$16,479.56
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			
Account 52110 - Office Supplies			
5819 - Synchrony Bank	02-Wireless Headsets for PW Admin (2)	09/30/2022	338.00
Account 52110 - Office Supplies Totals		Invoice 1	\$338.00
		Transactions	
Account 52330 - Street , Alley, and Sewer Material			
19278 - Milestone Contractors, LP	20-Asphalt-patching/paving Saratoga-522.53 tons-8/29-8/30/22	BC 2021-119 09/30/2022	1,096.47
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1	\$1,096.47
		Transactions	
Account 53990 - Other Services and Charges			
6330 - Marshall Security LLC	02-Security Coverage for 4th St Festival-9/2-9/4/22	09/30/2022	1,650.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$1,650.00
		Transactions	
Program 020000 - Main Totals		Invoice 3	\$3,084.47
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

Department 02 - Public Works Totals		Invoice 3	\$3,084.47
Department 03 - City Clerk		Transactions	
Program 030000 - Main			
Account 52110 - Office Supplies			
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	05- Name Plates for Council and Clerk Staff	09/30/2022	178.25
	Account 52110 - Office Supplies Totals	Invoice 1	\$178.25
	Program 030000 - Main Totals	Transactions	
	Department 03 - City Clerk Totals	Invoice 1	\$178.25
		Transactions	
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 52420 - Other Supplies			
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	04-Towing License Decals	09/30/2022	92.23
	Account 52420 - Other Supplies Totals	Invoice 1	\$92.23
	Account 53160 - Instruction	Transactions	
8352 - Association For Commuter Transportation	04-ACT22 Conf.-7/31-8/3/22-Chicago-J Jackson	09/30/2022	995.00
	Account 53160 - Instruction Totals	Invoice 1	\$995.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops	Transactions	
8368 - Holly Warren	04: Reimb for dinner for participants in Arts Feas.Studv	09/30/2022	221.38
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	\$221.38
	Account 53910 - Dues and Subscriptions	Transactions	
6749 - Localintel, INC	04: Annual sub-online economic dev tools- 5/1/22-4/30/23	09/30/2022	4,500.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$4,500.00
	Account 53970 - Mayor's Promotion of Business	Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

Account 52110 - Office Supplies

5103 - Staples Contract & Commercial, INC	06-Pens and page dividers for Director of Auditing and stock	09/30/2022	41.22
Account 52110 - Office Supplies Totals		Invoice 1	<u>41.22</u>
		Transactions	

Account 53990 - Other Services and Charges

5648 - Reedy Financial Group, PC	06-TIF Financial Consulting-billing through 8/31/22	09/30/2022	3,860.10
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting-billing through 8/31/22	09/30/2022	2,970.55
5444 - Tyler Technologies, INC	06-Energov Community Development Software	09/30/2022	16,612.50
Account 53990 - Other Services and Charges Totals		Invoice 3	<u>\$23,443.15</u>
		Transactions	
Program 060000 - Main Totals		Invoice 4	<u>\$23,484.37</u>
		Transactions	
Department 06 - Controller's Office Totals		Invoice 4	<u>\$23,484.37</u>
		Transactions	

Department 07 - Engineering

Program 070000 - Main

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings	07-Legal Ad (Downtown Alleys Repaving PH II) Order #7640055	09/30/2022	167.30
Account 53320 - Advertising Totals		Invoice 1	<u>\$167.30</u>
		Transactions	

Account 53990 - Other Services and Charges

399 - American Structurepoint, INC	07-On-Call Signal Timing (Traffic Engineering)-7/1-7/31/22	BC 2022-56 09/30/2022	2,904.45
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$2,904.45</u>
		Transactions	

Account 54110 - Land Purchase

19119 - Karen L Cherrington	07-B-Line Trail Multi-Use Path-Parcel 21	09/30/2022	500.00
8022 - Haralovich Properties, LLC	07-B-Line Trail Multi-Use Path-Parcel 20A	09/30/2022	1,000.00
8021 - Kelly, Jenna M	07-B-Line Trail Multi-Use Path-Parcel 20	09/30/2022	1,000.00
Cassandra L. Slone	07-B-Line Trail Multi-Use Path-Parcel 21	09/30/2022	500.00



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

Account 54110 - Land Purchase Totals	Invoice 4	\$3,000.00
Program 070000 - Main Totals	Transactions	
	Invoice 6	\$6,071.75
Department 07 - Engineering Totals	Transactions	
	Invoice 6	\$6,071.75
	Transactions	
Department 09 - CFRD		
Program 090000 - Main		
Account 52420 - Other Supplies		
6274 - Quality Logo Products	09-Mini Hand Sanitizers and Keyholders with CFRD Loaos	09/30/2022 577.98
	Account 52420 - Other Supplies Totals	Invoice 1
		\$577.98
	Transactions	
Account 53960 - Grants		
7000 - Aunt Bertha, a Public Benefit Corporation	09-FindHelp Basic Package Renewal	09/30/2022 5,400.00
8356 - Scout Society LLC (Be Golden)	09-Be Golden Event Sponsorship-Women's Empowerment Conference	09/30/2022 500.00
	Account 53960 - Grants Totals	Invoice 2
		\$5,900.00
	Transactions	
Account 53990 - Other Services and Charges		
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	09-Notary Public Application Fee-9/8/22-9/7/30-A. Seader	09/30/2022 75.00
	Account 53990 - Other Services and Charges Totals	Invoice 1
		\$75.00
	Transactions	
	Invoice 4	\$6,552.98
	Transactions	
	Invoice 4	\$6,552.98
	Transactions	
Department 10 - Legal		
Program 100000 - Main		
Account 52410 - Books		
6022 - Simplify Compliance Holdings, LLC (BLR)	10 BHRC books FMLA	09/30/2022 836.39
6022 - Simplify Compliance Holdings, LLC (BLR)	10 BHRC books-ADA Compliance Guide	09/30/2022 874.38
	Account 52410 - Books Totals	Invoice 2
		\$1,710.77
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

Account 53120 - Special Legal Services

19660 - Bose McKinney & Evans, LLP	10- legal services annexation remonstrances- August 2022	09/30/2022	23,906.95
Account 53120 - Special Legal Services Totals		Invoice 1	<u>\$23,906.95</u>
Program 100000 - Main Totals		Transactions Invoice 3	<u>\$25,617.72</u>
Department 10 - Legal Totals		Transactions Invoice 3	<u>\$25,617.72</u>
		Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 53230 - Travel

8363 - Rose Smith	11-reimb. for Admin Prof Conf-Orlando-9/11-9/14/22	09/30/2022	718.17
Account 53230 - Travel Totals		Invoice 1	<u>\$718.17</u>
		Transactions	

Account 53990 - Other Services and Charges

7149 - Namify, LLC	11 -Name Tags	09/30/2022	36.25
7149 - Namify, LLC	11 -name badges	09/30/2022	37.25
7149 - Namify, LLC	11 -name badges	09/30/2022	37.25
7149 - Namify, LLC	11 -name badges	09/30/2022	26.25
8363 - Rose Smith	11-Reimbursement for meeting to discuss Atrium Scheduling	09/30/2022	43.00
8363 - Rose Smith	11--Reimbursement for meeting to discuss Atrium Scheduling	09/30/2022	31.20
Account 53990 - Other Services and Charges Totals		Invoice 6	<u>\$211.20</u>
Program 110000 - Main Totals		Transactions Invoice 7	<u>\$929.37</u>
Department 11 - Mayor's Office Totals		Transactions Invoice 7	<u>\$929.37</u>
		Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 53320 - Advertising



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

6891 - Gatehouse Media Indiana Holdings	12-HT Job Ads-8/1-8/31/22-City portion \$330.28	09/30/2022	330.28
	Account 53320 - Advertising Totals	Invoice 1	<u>\$330.28</u>
Account 53990 - Other Services and Charges		Transactions	
5829 - Wow Catering and Events, INC (Garnish Catering)	12-Catering for Employee Luncheon at SYP- 9/13/22	09/30/2022	9,575.48
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$9,575.48</u>
	Program 120000 - Main Totals	Transactions	
	Department 12 - Human Resources Totals	Invoice 2	<u>\$9,905.76</u>
Department 13 - Planning		Transactions	
Program 130000 - Main		Invoice 2	<u>\$9,905.76</u>
Account 52420 - Other Supplies		Transactions	
5819 - Synchrony Bank	13-Office chair mat (replacement for Carmen Lillard)	09/30/2022	31.68
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$31.68</u>
Account 52430 - Uniforms and Tools		Transactions	
5819 - Synchrony Bank	13 - Safety Vest w/Logo	09/30/2022	174.97
	Account 52430 - Uniforms and Tools Totals	Invoice 1	<u>\$174.97</u>
Account 53990 - Other Services and Charges		Transactions	
8276 - Tammy M Caswell	07-Fee Reimbursement for Notary Stamp (for Tammv Caswell)	09/30/2022	31.93
3663 - WSP USA, INC	13-Bloomington Neighborhood Greenways- 4/2-8/5/22	BC 2020-109 09/30/2022	2,957.69
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$2,989.62</u>
	Program 130000 - Main Totals	Transactions	
	Department 13 - Planning Totals	Invoice 4	<u>\$3,196.27</u>
Department 19 - Facilities Maintenance		Transactions	
Program 190000 - Main		Invoice 4	<u>\$3,196.27</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

Account 52210 - Institutional Supplies

5819 - Synchrony Bank	19 - Hard Hats (8)		09/30/2022	76.48
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Account 52210 - Institutional Supplies Totals		Invoice 1	\$76.48
		Transactions	

Account 52310 - Building Materials and Supplies

177 - Indiana Oxygen Company, INC	19 - Oxygen Rental-8/31/22		09/30/2022	41.54
4574 - John Deere Financial f.s.b. (Rural King)	19-Resin Cleaner Hedge Trimmer for PW Facilities		09/30/2022	19.58
4574 - John Deere Financial f.s.b. (Rural King)	19-Box of Shop rags,(60ct) 55gal Drum liners for PW Facilities		09/30/2022	152.91
394 - Kleindorfer Hardware & Variety	19-(1) 2 1/4 in brush for Facilities		09/30/2022	15.49
394 - Kleindorfer Hardware & Variety	19-2 paint pans & Roller frames,(4) Roller covers.(2) handle Ext		09/30/2022	43.70
394 - Kleindorfer Hardware & Variety	19-2"&2.5"Brush, wall putty,putty knives.paint nails.Razor Scrap		09/30/2022	91.08
394 - Kleindorfer Hardware & Variety	19 - Screws, anchors, locksnaps, bolts, toilet seat. supplv line		09/30/2022	169.42

Account 52310 - Building Materials and Supplies Totals		Invoice 7	\$533.72
		Transactions	

Account 52430 - Uniforms and Tools

19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees for 9/8/2022		09/30/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees for 9/1/2022		09/30/2022	30.84

Account 52430 - Uniforms and Tools Totals		Invoice 2	\$61.68
		Transactions	

Account 53610 - Building Repairs

32 - Cassidy Electrical Contractors, INC	19-Ran New Wire for Auto Dialer @ City Hall	BC 2021-103	09/30/2022	915.57
32 - Cassidy Electrical Contractors, INC	19-Added Receptacle above ceiling @ City Hall	BC 2021-103	09/30/2022	117.49
912 - Central Security Systems, INC	19- City Hall-Com Mon w/ Test 10/1-12/31/22		09/30/2022	150.00
4483 - City Lawn Corporation	19-Mowing at 2541 W 3rd-August 2022 (4)	BC 2021-104	09/30/2022	210.00
4483 - City Lawn Corporation	19-Mowing at 1910 W 3rd-August 2022 (3)	BC 2021-104	09/30/2022	126.00
4483 - City Lawn Corporation	19-Mowing at City Hall-August 2022 (5)	BC 2021-104	09/30/2022	262.50



Board of Public Works Claim Register

Invoice Date Range 09/17/22 - 09/30/22

4483 - City Lawn Corporation	19-Mowing at Tapp/Rockport-August 2022 (3)	BC 2021-104	09/30/2022	110.25
4483 - City Lawn Corporation	19-Mowing 2nd/Weimer-August 2022 (3)	BC 2021-104	09/30/2022	110.25
321 - Harrell Fish, INC (HFI)	19-Quarterly Planned Maintenance-City Hall-September 2022	BC 2021-111	09/30/2022	2,027.00
7402 - Nature's Way, INC	19-City Hall-Monthly Plant Maintenance Billing-9/1/22	BC 2021-141	09/30/2022	353.43
Account 53610 - Building Repairs Totals		Invoice 10 Transactions		\$4,382.49
Account 54510 - Other Capital Outlays				
321 - Harrell Fish, INC (HFI)	19-Install Honeywell Supervisor & 3-year SMA License-5/31/22		09/30/2022	3,725.00
Account 54510 - Other Capital Outlays Totals		Invoice 1 Transactions		\$3,725.00
Program 190000 - Main Totals		Invoice 21 Transactions		\$8,779.37
Department 19 - Facilities Maintenance Totals		Invoice 21 Transactions		\$8,779.37
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	28 - Digital temp and humidity sensor - server room		09/30/2022	93.00
Account 52420 - Other Supplies Totals		Invoice 1 Transactions		\$93.00
Account 53910 - Dues and Subscriptions				
7344 - Periodic INC	28 - Resources and bookables overage charges - August 2022		09/30/2022	138.00
5786 - Promevo, LLC	28 - Google Archive Licenses usage - August 2022		09/30/2022	53.74
5786 - Promevo, LLC	28 - ITS After Hours Google Voice subscription August 2022		09/30/2022	51.00
Account 53910 - Dues and Subscriptions Totals		Invoice 3 Transactions		\$242.74
Program 280000 - Main Totals		Invoice 4 Transactions		\$335.74
Department 28 - ITS Totals		Invoice 4 Transactions		\$335.74
Fund 101 - General Fund (S0101) Totals		Invoice 100 Transactions		\$112,377.26



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Fund 103 - Restricted Donations(ord 05-17)

Department 06 - Controller's Office

Program 400101 - Animal Medical Services

Account 53130 - Medical

50350 - Arlington Heights Veterinary Hospital, INC	01- Emergency visit & Surgery	09/30/2022	950.00
3376 - Bloomington Pets Alive, INC	01 - Spay/Neuter surgeries -8/1-8/31/22	09/30/2022	5,238.60
6788 - Brian Thunberg (Mobile Animal Surgical Care, Co)	01- Surgery Pre op & xrays	09/30/2022	345.60

Account 53130 - Medical Totals	Invoice 3	<u>\$6,534.20</u>
	Transactions	
Program 400101 - Animal Medical Services Totals	Invoice 3	<u>\$6,534.20</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 3	<u>\$6,534.20</u>
	Transactions	
Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 3	<u>\$6,534.20</u>
	Transactions	

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department 04 - Economic & Sustainable Dev

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 53960 - Grants

203 - INDIANA UNIVERSITY	04- Grant for Granfalloon	09/30/2022	5,000.00
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Account 53960 - Grants Totals	Invoice 1	<u>\$5,000.00</u>
	Transactions	

Account 53990 - Other Services and Charges

6378 - ANN-KRISS, LLC	04-Waldron-Remove/install new deck frame; prime/paint stairway	09/30/2022	30,000.00
8004 - Trahan Architects APAC	04- Arts Feasibility Study-8/31/22-100% complete	09/30/2022	28,571.00

Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$58,571.00</u>
	Transactions	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 3	<u>\$63,571.00</u>
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 3	<u>\$63,571.00</u>
	Transactions	



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Fund **176 - ARPA Local Fiscal Recvry (S9512)** Totals

Invoice 3
Transactions \$63,571.00

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090003 - Com Serv - Status of Women**

Account **52420 - Other Supplies**

8298 - Landry Culp

09-Gift Basket Reimb-Women's Achievement
Celebration-Ellimaes Bo
Account **52420 - Other Supplies** Totals

09/30/2022 195.71
Invoice 1 \$195.71

Program **090003 - Com Serv - Status of Women** Totals

Transactions
Invoice 1 \$195.71
Transactions

Program **090014 - Latino Programs**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

09-Maxi Skirts for Colombian Traditional
Dance performance
Account **52420 - Other Supplies** Totals

09/30/2022 65.94
Invoice 1 \$65.94

Program **090014 - Latino Programs** Totals

Transactions
Invoice 1 \$65.94
Transactions
Invoice 2 \$261.65
Transactions
Invoice 2 \$261.65
Transactions

Department **09 - CFRD** Totals

Fund **312 - Community Services** Totals

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **54450 - Equipment**

5819 - Synchrony Bank

28 - Startech 6ft HDMI cable - CapR 09/30/2022 6.99

5819 - Synchrony Bank

25 - Laptop bag, USB C to HDMI adaper-
CapR Wason 09/30/2022 42.87

Account **54450 - Equipment** Totals

Invoice 2 \$49.86

Program **254000 - Infrastructure** Totals

Transactions
Invoice 2 \$49.86
Transactions



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Department **25 - Telecommunications** Totals
 Fund **401 - Non-Reverting Telecom (S1146)** Totals

Invoice 2	\$49.86
Transactions	
Invoice 2	\$49.86
Transactions	

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 7/30-8/30/22	09/19/2022	55.75
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 8/04-9/02/22	BC 2019-15 09/19/2022	48.95
223 - Duke Energy	02 - 3rd & Indiana - elec charges for 8/4 - 9/2/22	09/19/2022	45.17

Account **53520 - Street Lights / Traffic Signals** Totals

Invoice 3	\$149.87
Transactions	

Program **200000 - Main** Totals

Invoice 3	\$149.87
Transactions	

Department **20 - Street** Totals

Invoice 3	\$149.87
Transactions	

Fund **450 - Local Road and Street(S0706)** Totals

Invoice 3	\$149.87
Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Services-September 2022	09/30/2022	2,321.25
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Account **53150 - Communications Contract** Totals

Invoice 1	\$2,321.25
Transactions	

Account **53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Street Dept-gas bill 8/4-9/7/22	09/19/2022	19.97
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222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Traffic bldg-gas bill 8/4-9/7/22	09/19/2022	20.22
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Account **53540 - Natural Gas** Totals

Invoice 2	\$40.19
Transactions	



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Account 53630 - Machinery and Equipment Repairs

5768 - Thomas J Grimes Enterprises, INC (Torco Testing)	20-Dielectric Tests of Boom Trucks (#416/4161. 466. 850)	09/30/2022	2,000.00
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Account 53630 - Machinery and Equipment Repairs Totals	Invoice 1	\$2,000.00
	Transactions	

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat Services-8/31/22	09/30/2022	34.28
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19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat Services-9/7/2022	09/30/2022	34.28
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Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2	\$68.56
	Transactions	

Account 53990 - Other Services and Charges

902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets (814)-August 2022	09/30/2022	773.30
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19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Pump saltwater collection tanks-8/8/2022	09/30/2022	200.00
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Account 53990 - Other Services and Charges Totals	Invoice 2	\$973.30
	Transactions	

Program 200000 - Main Totals	Invoice 8	\$5,403.30
	Transactions	

Department 20 - Street Totals	Invoice 8	\$5,403.30
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 8	\$5,403.30
	Transactions	

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 43160 - Lot/Garage Leases - Annual

Nico Nasti	26 - parker found parking in apartment complex	09/30/2022	107.00
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Rene Robinson	26 - Parker cancelled, but was still charged in error	09/30/2022	107.00
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Account 43160 - Lot/Garage Leases - Annual Totals	Invoice 2	\$214.00
	Transactions	

Account 52110 - Office Supplies

5819 - Synchrony Bank	26- 3 Ring Binders & Tripp Lite 4 side Mounted outlet	09/30/2022	109.98
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Invoice Date Range 09/17/22 - 09/30/22

5819 - Synchrony Bank	26- Card Guides, Index Holders, Batteries		09/30/2022	44.95
	Account 52110 - Office Supplies Totals	Invoice 2		<u>\$154.93</u>
		Transactions		
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th Street water/sewer - Auugust 2022		09/19/2022	126.68
	Account 53530 - Water and Sewer Totals	Invoice 1		<u>\$126.68</u>
		Transactions		
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-Mowing 4th/Washington-August 2022 (4)	BC 2021-104	09/30/2022	126.00
392 - Koorsen Fire & Security, INC	26-4th St Garage-alarm base/cell monitoring-9/1-11/30/22	BC 2022-016	09/30/2022	150.00
	Account 53610 - Building Repairs Totals	Invoice 2		<u>\$276.00</u>
		Transactions		
Account 53630 - Machinery and Equipment Repairs				
3397 - Evens Time, INC	26-4th street Garage Receipt Paper Machine was broken-8/30/22	BC 2021-123	09/30/2022	210.00
3397 - Evens Time, INC	26-4th St Garage-Repair gate arm-8/30/22	BC 2021-123	09/30/2022	317.99
3397 - Evens Time, INC	26-Walnut St Garage-Entry gate broken-8/19/22	BC 2021-123	09/30/2022	387.99
3397 - Evens Time, INC	26-Morton St Garage-Exit machine screen blank -8/29/22	BC 2021-123	09/30/2022	457.99
3397 - Evens Time, INC	26-Morton St Garage-Repair Gate Arm-8/24/22	BC 2021-123	09/30/2022	736.99
	Account 53630 - Machinery and Equipment Repairs Totals	Invoice 5		<u>\$2,110.96</u>
		Transactions		
Account 53640 - Hardware and Software Maintenance				
392 - Koorsen Fire & Security, INC	26-4th St Garage-Panic Systems for Garages	BC 2022-016	09/30/2022	704.58
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1		<u>\$704.58</u>
		Transactions		
	Program 260000 - Main Totals	Invoice 13		<u>\$3,587.15</u>
		Transactions		
	Department 26 - Parking Totals	Invoice 13		<u>\$3,587.15</u>
		Transactions		
	Fund 452 - Parking Facilities(S9502) Totals	Invoice 13		<u>\$3,587.15</u>
		Transactions		
Fund 454 - Alternative Transport(S6301)				



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Department **26 - Parking**

Program **260000 - Main**

Account **53310 - Printing**

53125 - Mr. Copy, INC	26-plastic squares for residential permit install	09/30/2022	54.00
	Account 53310 - Printing Totals	Invoice 1	<u>54.00</u>
		Transactions	

Account **53640 - Hardware and Software Maintenance**

392 - Koorsen Fire & Security, INC	26-4th St Garage-Panic Systems for Garages	BC 2022-016	09/30/2022	100.64
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1		<u>100.64</u>
		Transactions		
	Program 260000 - Main Totals	Invoice 2		<u>154.64</u>
		Transactions		
	Department 26 - Parking Totals	Invoice 2		<u>154.64</u>
		Transactions		
	Fund 454 - Alternative Transport(S6301) Totals	Invoice 2		<u>154.64</u>
		Transactions		

Fund **455 - Parking Meter Fund(S2141)**

Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

8081 - Hotels for Hope INC (Hotels For Homeless)	09-2022 DTO Grant-Emergency Hotel Stays-August 2022	09/30/2022	888.00
	Account 53960 - Grants Totals	Invoice 1	<u>888.00</u>
		Transactions	
	Program 090000 - Main Totals	Invoice 1	<u>888.00</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 1	<u>888.00</u>
		Transactions	

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank	26-office supplies - wireless keyboard, webcam. cardstock. HDMI	09/30/2022	176.52
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5819 - Synchrony Bank	26- 3 Ring Binders & Tripp Lite 4 side Mounted outlet	09/30/2022	28.72
5819 - Synchrony Bank	26- Card Guides, Index Holders, Batteries	09/30/2022	6.30
Account 52110 - Office Supplies Totals		Invoice 3 Transactions	<u>\$211.54</u>
Account 52340 - Other Repairs and Maintenance			
409 - Black Lumber Co. INC	26-Material for shelving at 4th St garage	09/30/2022	361.93
313 - Fastenal Company	26- cable ties for Special Event	09/30/2022	101.15
6688 - SSW Enterprises, LLC (Office Pride)	26-cleaning service-Parking Enforcement Offices-9/1/22	09/30/2022	487.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 3 Transactions	<u>\$950.08</u>
Account 52420 - Other Supplies			
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks-(125)-8/19/22	09/30/2022	23,124.00
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks-(173)-8/19/22	09/30/2022	32,004.00
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks-(156)-8/19/22	09/30/2022	28,859.00
394 - Kleindorfer Hardware & Variety	26-3 bags Nylon ties, 1 pk of batteries for parking marking	09/30/2022	23.66
Account 52420 - Other Supplies Totals		Invoice 4 Transactions	<u>\$84,010.66</u>
Account 53240 - Freight / Other			
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks-(125)-8/19/22	09/30/2022	1.00
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks-(173)-8/19/22	09/30/2022	1.00
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks-(156)-8/19/22	09/30/2022	1.00
Account 53240 - Freight / Other Totals		Invoice 3 Transactions	<u>\$3.00</u>
Account 53310 - Printing			
501 - Karl Clark (KC Designs)	26-Stuffer envelopes (5,000)	09/30/2022	350.00
5819 - Synchrony Bank	26-color paper for tow notices	09/30/2022	17.80
Account 53310 - Printing Totals		Invoice 2 Transactions	<u>\$367.80</u>



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Account 53640 - Hardware and Software Maintenance

54432 - T2 Systems, INC	26-Rovr returns for August 2022	09/30/2022	479.70
392 - Koorsen Fire & Security, INC	26-4th St Garage-Panic Systems for Garages	BC 2022-016 09/30/2022	603.94
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2
			Transactions
			\$1,083.64

Account 53830 - Bank Charges

4264 - IPS Group, INC	26-transaction and card fees for Aug 2022	09/30/2022	14,196.19
Account 53830 - Bank Charges Totals			Invoice 1
			Transactions
			\$14,196.19
Program 260000 - Main Totals			Invoice 18
			Transactions
			\$100,822.91
Department 26 - Parking Totals			Invoice 18
			Transactions
			\$100,822.91
Fund 455 - Parking Meter Fund(S2141) Totals			Invoice 19
			Transactions
			\$101,710.91

Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

Account 52340 - Other Repairs and Maintenance

455 - Industrial Service & Supply, INC	20-Fitting for Milling Machine	09/30/2022	20.32
Account 52340 - Other Repairs and Maintenance Totals			Invoice 1
			Transactions
			\$20.32

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20- 3" cup brush and 4 1/2x1/4 arbor grind wheel for Sian Crews	09/30/2022	18.98
409 - Black Lumber Co. INC	20-Grass seed, 5#-8 & 16 double head nail - Sidewalk/Ramp Crews	09/30/2022	61.95
394 - Kleindorfer Hardware & Variety	20 - Furnace Filters	09/30/2022	249.95
394 - Kleindorfer Hardware & Variety	20-funnel & 3 bottles of 10W30 oil for paving crews	09/30/2022	26.96
394 - Kleindorfer Hardware & Variety	20 - Filters, washers, tap, Hex bolts	09/30/2022	54.03
4519 - Osburn Associates, INC	20-Stop Signs 30" (50) for Stock	09/30/2022	1,730.00



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5819 - Synchrony Bank	20-Garden Rubber Pavers for Kirkwood Ave		09/30/2022	79.85
	Account 52420 - Other Supplies Totals		Invoice 7	<u>\$2,221.72</u>
			Transactions	
Account 53990 - Other Services and Charges				
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services-8/31/22	BC 2021-81	09/30/2022	8,600.00
	Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$8,600.00</u>
			Transactions	
	Program 200000 - Main Totals		Invoice 9	<u>\$10,842.04</u>
			Transactions	
	Department 20 - Street Totals		Invoice 9	<u>\$10,842.04</u>
			Transactions	
	Fund 456 - MVH Restricted Totals		Invoice 9	<u>\$10,842.04</u>
			Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-Concrete for sidewalks @ 601 W. 4th Street	BC 2022-010	09/30/2022	740.00
334 - Irving Materials, INC	20-Class A stone for 13th ST & Illinois ST	BC 2022-010	09/30/2022	500.00
334 - Irving Materials, INC	20-Class A stone for N Lindbergh DR & W 12th ST	BC 2022-010	09/30/2022	740.00
334 - Irving Materials, INC	20-Class A stone for Moores Pike & Sare RD	BC 2022-010	09/30/2022	540.00
334 - Irving Materials, INC	20-Class A Stone Ash for 3872 South Mill Sone Wav	BC 2022-010	09/30/2022	740.00
334 - Irving Materials, INC	20 - Class A Stone Ash for S Sare RD & S Mill Stone Wav	BC 2022-010	09/30/2022	740.00
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 6	<u>\$4,000.00</u>
			Transactions	
	Program 020000 - Main Totals		Invoice 6	<u>\$4,000.00</u>
			Transactions	
	Department 02 - Public Works Totals		Invoice 6	<u>\$4,000.00</u>
			Transactions	
	Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 6	<u>\$4,000.00</u>
			Transactions	
Fund 601 - Cumulative Capital Devlp(S2391)				



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Department **02 - Public Works**

Program **020000 - Main**

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

19278 - Milestone Contractors, LP	20-Asphalt-patching/paving Saratoga-522.53 tons-8/29-8/30/22	BC 2021-119	09/30/2022	23,723.80
19278 - Milestone Contractors, LP	20-Credit for Asphalt Millings for month of August 2022	BC 2021-119	09/30/2022	(462.00)
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 2	\$23,261.80
				Transactions

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Paper towels for crews		09/30/2022	9.54
394 - Kleindorfer Hardware & Variety	20 - 12 bits & washers, 1- metric gear wrench		09/30/2022	91.23
394 - Kleindorfer Hardware & Variety	20 - 1 push broom, 4 sq pt. shovels		09/30/2022	78.45
6217 - Michael Todd & Company, INC	20-Delinators green for traffic islands		09/30/2022	807.55
Account 52420 - Other Supplies Totals			Invoice 4	\$986.77
				Transactions

Account **54310 - Improvements Other Than Building**

399 - American Structurepoint, INC	07-On-Call Signal Timing (Traffic Engineering)-7/1-7/31/22	BC 2022-056	09/30/2022	2,470.39
Account 54310 - Improvements Other Than Building Totals			Invoice 1	\$2,470.39
				Transactions
Program 020000 - Main Totals			Invoice 7	\$26,718.96
				Transactions
Department 02 - Public Works Totals			Invoice 7	\$26,718.96
				Transactions

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

204 - State Of Indiana	07-B-Line Extension In-lieu Mitigation Fee		09/30/2022	2,260.02
Account 54310 - Improvements Other Than Building Totals			Invoice 1	\$2,260.02
				Transactions
Program 070000 - Main Totals			Invoice 1	\$2,260.02
				Transactions



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Department **07 - Engineering** Totals
 Fund **601 - Cumulative Capital Devlp(S2391)** Totals

Invoice 1	\$2,260.02
Transactions	
Invoice 8	\$28,978.98
Transactions	

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	16 - Grease Gun	09/30/2022	26.99
8252 - Share Corporation	16 - Triumph Wipes for cleaning trucks	09/30/2022	95.35

Account 52420 - Other Supplies Totals	Invoice 2	\$122.34
	Transactions	

Account 53130 - Medical

231 - IU Health OCC Health Services	16-J. Banks-DS DOT 5 Panel E Screen-8/16/22	09/30/2022	50.00
231 - IU Health OCC Health Services	16-M Miller-DS DOT 5 Panel E Screen-8/16/22	09/30/2022	50.00

Account 53130 - Medical Totals	Invoice 2	\$100.00
	Transactions	

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16 - Wireless Radio Service-September 2022	09/30/2022	572.05
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Account 53150 - Communications Contract Totals	Invoice 1	\$572.05
	Transactions	

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16 - Employee uniforms for 8/31/2022	09/30/2022	56.10
19171 - Aramark Uniform & Career Apparel Group, INC	16 - Office mats-8/31/2022	09/30/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16 - Employee uniforms for 9/7/2022	09/30/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16 - Office Mats- 9/7/2022	09/30/2022	23.26

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	\$107.24
	Transactions	

Account 53950 - Landfill



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6515 - Green Camino, INC (Earthkeepers)	16 - Landfill-yardwaste-6 loads-August 2022	BC 2021-155	09/30/2022	191.16
52226 - Hoosier Transfer Station-3140	16 - recycle fees-8/16-8/31/22		09/30/2022	3,136.83
52226 - Hoosier Transfer Station-3140	16 -trash fees-8/16-8/31/22		09/30/2022	19,529.26
	Account 53950 - Landfill Totals		Invoice 3	<u>\$22,857.25</u>
			Transactions	
Account 53990 - Other Services and Charges				
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	16-deductible-accident-J. Garau-8/22/22 (J. McIntire)		09/30/2022	5,000.00
	Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$5,000.00</u>
			Transactions	
	Program 160000 - Main Totals		Invoice 13	<u>\$28,758.88</u>
			Transactions	
	Department 16 - Sanitation Totals		Invoice 13	<u>\$28,758.88</u>
			Transactions	
	Fund 730 - Solid Waste (S6401) Totals		Invoice 13	<u>\$28,758.88</u>
			Transactions	
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
651 - Engraving & Stamp Center, INC	10 - notary supplies-SI Ideal 4913 Notary		09/30/2022	32.50
	Account 52110 - Office Supplies Totals		Invoice 1	<u>\$32.50</u>
			Transactions	
Account 52430 - Uniforms and Tools				
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Heine (10D)-8/5/22		09/30/2022	100.00
	Account 52430 - Uniforms and Tools Totals		Invoice 1	<u>\$100.00</u>
			Transactions	
Account 53130 - Medical				
7481 - Casey Konermann	10-reimb for CDL physical-7/29/22		09/30/2022	85.00
8197 - Ramon Ortiz-Sanchez	10-reimb for CDL physical-5/23/22		09/30/2022	100.00
7108 - Philip T Paris	10-reimb for CDL physical-9/12/22		09/30/2022	100.00



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		Account 53130 - Medical Totals	Invoice 3	\$285.00
Account 53990 - Other Services and Charges			Transactions	
204 - State Of Indiana	10 IN.gov driver lic inquiries		09/30/2022	38.00
204 - State Of Indiana	10 - drivers license check		09/30/2022	69.00
		Account 53990 - Other Services and Charges Totals	Invoice 2	\$107.00
			Transactions	
		Program 100000 - Main Totals	Invoice 7	\$524.50
			Transactions	
		Department 10 - Legal Totals	Invoice 7	\$524.50
			Transactions	
		Fund 800 - Risk Management(S0203) Totals	Invoice 7	\$524.50
			Transactions	
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees July 2022		09/30/2022	1,108.35
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees August 2022		09/30/2022	1,117.00
17785 - The Howard E. Nyhart Company, INC	12-September 2022 Wellness Reimbursements \$1998.92		09/21/2022	1,998.92
		Account 53990 - Other Services and Charges Totals	Invoice 3	\$4,224.27
			Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance				
3908 - CIGNA Healthcare	12-August 2022 Cigna Dental Funding \$34,210.98		09/21/2022	34,210.98
		Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 1	\$34,210.98
			Transactions	
		Program 120000 - Main Totals	Invoice 4	\$38,435.25
			Transactions	
		Department 12 - Human Resources Totals	Invoice 4	\$38,435.25
			Transactions	
		Fund 801 - Health Insurance Trust Totals	Invoice 4	\$38,435.25
			Transactions	
Fund 802 - Fleet Maintenance(S9500)				



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Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **47120 - Sale of Property**

208 - City Of Bloomington Utilities	06-Gov Deals sale-unit 770	09/30/2022	2,113.75
	Account 47120 - Sale of Property Totals	Invoice 1	<u>\$2,113.75</u>
		Transactions	

Account **52110 - Office Supplies**

6530 - Office Depot, INC	17 - office supplies USB 2.0 Twist Turn	09/30/2022	17.09
6530 - Office Depot, INC	17 - office supplies mouse (6)	09/30/2022	41.94
6530 - Office Depot, INC	17 - office supplies-marker, paint, med, 12/set (2)	09/30/2022	71.98
	Account 52110 - Office Supplies Totals	Invoice 3	<u>\$131.01</u>
		Transactions	

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17 -disposal of tire fees	09/30/2022	260.25
50605 - Bauer Built, INC	17 -Tires for stock-11R225 PXZY3 RTRD	09/30/2022	2,317.23
50605 - Bauer Built, INC	17 -Tires for stock	09/30/2022	4,066.21
50605 - Bauer Built, INC	17 - tires for stock -11R225 PXZY3 STK	09/30/2022	5,972.40
50605 - Bauer Built, INC	17 - scrap tires	09/30/2022	141.00
11672 - Jack Doheny Companies, INC	17- MISC. equipment parts -Lower Step, LH	09/30/2022	1,607.66
4693 - Monroe County Tire & Supply, INC	17 -4 ST2205/75R15 tires for various vehicles	09/30/2022	461.00
4693 - Monroe County Tire & Supply, INC	17 - 225/50R17 Goodyear assurance tire	09/30/2022	86.67
4693 - Monroe County Tire & Supply, INC	17 -4 Firestone Transforce tires (LT235/65R16)	09/30/2022	567.40
786 - Richard's Small Engine, INC	17- small engine parts - Throttle cable	09/30/2022	38.48
786 - Richard's Small Engine, INC	17 -small engine parts -Oil & air Filters and oil	09/30/2022	301.20
	Account 52230 - Garage and Motor Supplies Totals	Invoice 11	<u>\$15,819.50</u>
		Transactions	



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Account 52240 - Fuel and Oil

613 - Hoosier Penn Oil Company, INC	17 - HP 5W40 and HP AW 46 oils		09/30/2022	6,198.78
7854 - Premier AG CO-OP, INC (Premier Energy)	17 -unleaded fuel (87 Oct No Eth)-7.933 gallons-9/8/22	BC 2021-84D	09/30/2022	31,536.05
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel (87 OCT No Eth)-7,934 gallons-9/8/22	BC 2021-84D	09/30/2022	31,540.03
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel fuel B20 PDX4 Clear on road-7.252 gallons-9/8/22	BC 2021-84D	09/30/2022	33,947.34
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel fuel B20 PDX4 Clear on Road -7.252 gallons-9/8/22	BC 2021-84D	09/30/2022	33,947.34
Account 52240 - Fuel and Oil Totals			Invoice 5 Transactions	\$137,169.54

Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	17 - Refinish/Repaint 2015 Ford sedan		09/30/2022	107.00
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - gas spring for unit 867		09/30/2022	95.85
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - Fuel pump & fuel pump gasket for unit 867		09/30/2022	207.29
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - controller for unit 469		09/30/2022	725.21
594 - Curry Auto Center, INC	17- GM parts - Knob Assembly;Transmission, & recharged battery		09/30/2022	519.16
594 - Curry Auto Center, INC	17- GM parts - N-Step package		09/30/2022	595.00
594 - Curry Auto Center, INC	17- GM parts - SL-n-valve (2)		09/30/2022	710.57
51827 - Fire Service, INC	17-parts-fire truck-Fuel tank & straps,torque rod. Isolator kit		09/30/2022	3,252.01
51827 - Fire Service, INC	17- part for fire trucks - Mirror Carrier		09/30/2022	105.22
455 - Industrial Service & Supply, INC	17-hydraulic fittings - NPTF Solid Mail Stem & Swivel Male 90DEG		09/30/2022	65.47
455 - Industrial Service & Supply, INC	17-hydraulic fittings		09/30/2022	128.79
796 - Interstate Battery System of Bloomington, INC	17 - misc batteries for vehicles and equipment		09/30/2022	1,129.10
796 - Interstate Battery System of Bloomington, INC	17 -2 MTX-94R/H7 batteries for vehicles and equipment		09/30/2022	334.54
4439 - JX Enterprises, INC	17-credit--return Pinch ear clamp & Straight fitting-27220635P		09/30/2022	(7.65)
4439 - JX Enterprises, INC	17-misc. Peter built parts - connector		09/30/2022	11.28



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4439 - JX Enterprises, INC	17-misc. Peter built parts - 2.5"sil stick hose	09/30/2022	24.99
4439 - JX Enterprises, INC	17-misc. Peter built parts - Temperature sensor	09/30/2022	58.21
4439 - JX Enterprises, INC	17-misc. Peter built parts - Pressure sensor	09/30/2022	84.01
4439 - JX Enterprises, INC	17-Peter built - 2QT reservoir, bracket, fastener,dipstick&tube	09/30/2022	186.39
4439 - JX Enterprises, INC	17-Poly 8 ribs x 2430 end belt Peter built part	09/30/2022	191.97
4439 - JX Enterprises, INC	17-DEF Quality sensor PRS Temperature sensor Peter built parts	09/30/2022	290.30
4439 - JX Enterprises, INC	17-Service International 4900-Unit 756	09/30/2022	294.38
4439 - JX Enterprises, INC	17-misc. Peter built parts - Speedometer Gauge	09/30/2022	447.69
4439 - JX Enterprises, INC	17-Service on Unit 713590	09/30/2022	516.54
4439 - JX Enterprises, INC	17- credit for Sensors & valve return- #27239674P/27208426P/27206	09/30/2022	(1,239.71)
6262 - Koenig Equipment, INC	17- oil filter	09/30/2022	19.23
53385 - O'Reilly Automotive Stores, INC	17- Oil Filter		18.99
53385 - O'Reilly Automotive Stores, INC	17 - Wheel Seal (2)		21.88
53385 - O'Reilly Automotive Stores, INC	17- Ndw CV Shaft		106.29
53385 - O'Reilly Automotive Stores, INC	17-credit-return- Control Arm Assembly-1903-270971		(193.85)
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - filter, o-ring	09/30/2022	21.92
19681 - Southeastern Equipment Co, INC	17-parts for #459-track pad, screws, nuts	09/30/2022	1,891.25
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for various vehicles- August 2022	09/30/2022	11,218.01
582 - Town & Country Chrysler Dodge Jeep, INC	17- 2 wheel alignment with thrust angle- 2019 Dodae Charaer	09/30/2022	109.95
582 - Town & Country Chrysler Dodge Jeep, INC	17- power steering pump -Chrysler parts	09/30/2022	1,444.00
582 - Town & Country Chrysler Dodge Jeep, INC	17- Complete remote - Chrysler parts	09/30/2022	289.00
582 - Town & Country Chrysler Dodge Jeep, INC	17- Wheel Center cap -Chrysler parts	09/30/2022	166.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-credit-deposit on Power steering- #5072853	09/30/2022	(50.00)



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582 - Town & Country Chrysler Dodge Jeep, INC	17- Radiator inlet Hose Chrysler parts	09/30/2022	27.46
950 - Tri-State Bearing Co, INC	17- bearings for #839	09/30/2022	92.64
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - Brkt fan ring	09/30/2022	52.87
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - pedal accel and pin	09/30/2022	57.12
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - Pressure switch	09/30/2022	70.97
7555 - VoMac Truck Sales & Service INC	17 - Mack Injector	09/30/2022	293.94
2096 - West Side Tractor Sales CO.	17- Pin, Seal, bushing (John Deere parts)	09/30/2022	277.72
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Oil Filter Assembly & 1 qt Mercon LV	09/30/2022	236.40
Account 52320 - Motor Vehicle Repair Totals		Invoice 46	<u>\$25,005.40</u>
		Transactions	
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	17 - shop supplies - flea fogger & Ortho Bedbug killer	09/30/2022	19.98
313 - Fastenal Company	17 -(12) pr. of Lined work gloves	09/30/2022	185.26
177 - Indiana Oxygen Company, INC	17 - Compressed Argon (1 cyl) for torch welder and etc	09/30/2022	83.67
8181 - Lawson Products, INC	17 - misc parts and shop supplies-washers, screws. connectors	09/30/2022	592.61
Account 52420 - Other Supplies Totals		Invoice 4	<u>\$881.52</u>
		Transactions	
Account 53130 - Medical			
231 - IU Health OCC Health Services	17-J. Smith-DS Breath Alcohol Test-DOT-7/26/22	09/30/2022	50.00
Account 53130 - Medical Totals		Invoice 1	<u>\$50.00</u>
		Transactions	
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 8/4-9/7/22	09/19/2022	50.76
Account 53540 - Natural Gas Totals		Invoice 1	<u>\$50.76</u>
		Transactions	
Account 53610 - Building Repairs			
4483 - City Lawn Corporation	19-Fleet Maint-Mowing-August 2022 (2)	BC 2021-104 09/30/2022	73.50



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7052 - Automotive Lift Repair, LLC	17 - shop supplies repair to lifts	09/30/2022	1,037.94
Account 53610 - Building Repairs Totals		Invoice 2 Transactions	<u>\$1,111.44</u>
Account 53620 - Motor Repairs			
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #958 glass replacement	09/30/2022	300.00
321 - Harrell Fish, INC (HFI)	17 -semi-annual backflow testing-2 devices- 8/3/2022	BC 2021-139 09/30/2022	325.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services -2018 Ford Explorer- 8/25/22	09/30/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services-2019 Dodge Charger- 8/30/22	09/30/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services -Unit #250-8/31/22	09/30/2022	62.00
4474 - Ken's Westside Service & Towing, LLC	17--Unit #125-wheel replacement-8/31/22	09/30/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services-Unit #120-9/2/22	09/30/2022	75.00
Account 53620 - Motor Repairs Totals		Invoice 7 Transactions	<u>\$962.00</u>
Account 53640 - Hardware and Software Maintenance			
3286 - Peacetree, INC (PEI Maintenance)	17 - Fuelmaster Maintenance Agreement- Henderson & Adams Sites	BC 2022-058 09/30/2022	2,790.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<u>\$2,790.00</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-8/24/2022	09/30/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rental (minus payroll deduction)- 8/24/2022	09/30/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-8/31/2022	09/30/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals- 08/31/2022	09/30/2022	19.50
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rental (minus payroll deduction)- 09/07/2022	09/30/2022	19.50
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels- 09/07/2022	09/30/2022	77.36
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6 Transactions	<u>\$291.59</u>
Account 54420 - Purchase of Equipment			



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6763 - Jacobi Sales, INC

17 - purchase of Kubota RTV-X1100CWL with equip
 Account **54420 - Purchase of Equipment** Totals
 Program **170000 - Main** Totals
 Department **17 - Fleet Maintenance** Totals
 Fund **802 - Fleet Maintenance(S9500)** Totals

09/30/2022	22,913.90
Invoice 1	\$22,913.90
Transactions	
Invoice 89	\$209,290.41
Transactions	
Invoice 89	\$209,290.41
Transactions	
Invoice 89	\$209,290.41
Transactions	

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-Carrico Card Replacement	09/19/2022	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/19/2022	103.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/19/2022	77.38
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/19/2022	60.00

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

Invoice 4	\$250.47
Transactions	

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/19/2022	37.39
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/19/2022	34.49

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals

Invoice 2	\$71.88
Transactions	

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions - 9-23-22	09/22/2022	18,281.76
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Account **53990.1283 - Other Services and Charges Health Savings Account** Totals

Invoice 1	\$18,281.76
Transactions	

Program **120000 - Main** Totals

Invoice 7	\$18,604.11
Transactions	

Department **12 - Human Resources** Totals

Invoice 7	\$18,604.11
Transactions	



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	Fund 804 - Insurance Voluntary Trust Totals	Invoice 7		\$18,604.11
		Transactions		
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016C - 2016 C Jackson Trail				
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13-Jackson Creek Trail Phase II (CE)_CI-5/1-5/31/22	BC 2020-77	09/30/2022	1,018.64
399 - American Structurepoint, INC	13-Jackson Creek Trail Phase II (CE)_CI-10/1-10/31/21	BC 2020-77	09/30/2022	7,197.95
399 - American Structurepoint, INC	13-Jackson Creek Trail Phase II (CE)_CI-6/1-6/30/22	BC 2020-77	09/30/2022	643.92
399 - American Structurepoint, INC	13-Jackson Creek Trail Phase II (CE)_CI-7/1-7/31/22	BC 2020-77	09/30/2022	137.29
399 - American Structurepoint, INC	13-Jackson Creek Trail Phase II (CE)_CI-11/1-11/30/21	BC 2020-77	09/30/2022	1,223.80
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-2/1-7/31/22	BC 2019-88	09/30/2022	3,479.25
3515 - Dentons Bingham Greenebaum LLP	07-Duke Energy Relocation, Jackson Crk Trail PH II-thru 8/31/22		09/30/2022	165.00
	Account 54310 - Improvements Other Than Building Totals	Invoice 7		\$13,865.85
		Transactions		
	Program 06016C - 2016 C Jackson Trail Totals	Invoice 7		\$13,865.85
		Transactions		
	Department 06 - Controller's Office Totals	Invoice 7		\$13,865.85
		Transactions		
	Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 7		\$13,865.85
		Transactions		
	Grand Totals	Invoice 305		\$647,099.86
		Transactions		

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/30/22	Claims				\$647,099.86
					<u>\$647,099.86</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$647,099.86

Dated this 27th day of September year of 2022.

Kyla Cox Deckard, President	Jennifer Lloyd, Vice President	Elizabeth Karon, Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____