

Board of Public Works Meeting

March 10, 2026



Elizabeth Karon, President
Kyla Cox Deckard, Vice President
James Roach, Secretary

Appointed 01/05/2022 by the Mayor
Appointed 01/02/2016 by the Mayor
Appointed 01/17/2024 by the Mayor

BMC 2.09.020 states that these members serve at the pleasure of the Mayor.

The City will offer virtual options, including CATS public access television (live and tape-delayed) and public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person. The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact the Board of Public Works Liaison at public.works@bloomingtonin.gov and provide your name, contact information, and a link to or a description of the document or web page you are having problems accessing.

Board of Public Works

Work Session Agenda

Monday, March 9, 2026 at 12:00 p.m.
Bloomington City Hall, 401 North Morton Street
Council Chambers, Suite 115

The public may also attend virtually at the following Zoom link:

<https://bloomington.zoom.us/j/88126481039?pwd=Yo9DzAbr9oBqZUv84VjtDAWM3COPOI.1>

Meeting ID 881 2648 1039 Passcode 835234

Members of the Board of Public Works

- Elizabeth Karon, President Appointed January 5, 2022 by the Mayor
- Kyla Cox-Deckard, Vice President Appointed January 2, 2016 by the Mayor
- James Roach, Secretary Appointed January 17, 2024 by the Mayor

BMC 2.09.020 states these members serve at the pleasure of the Mayor.

1. Messages from Board Members

2. Appeals

- a. Request for Appeal of Right of Way Violation Issued on September 20, 205 to Wells & Wells

3. Petitions and Remonstrances

4. Consent

- a. Minutes from December 16, 2026
- b. Minutes from December 29, 2026
- c. Resolution 2026-012 ITS Surplus To Binary Heart
- d. Resolution 2026-013 Pushcart License for Big Dawg Cart, LLC
- e. Change Order 48 & 49 for Hopewell East Construction Contract with Milestone Contractors, LLC
- f. Public Improvement Bond Acceptance for Renwick Phase 3
- g. Addendum to Service Agreement with Ivy Tech for CDL Program
- h. Payroll.

5. New Business

- a. Amendment 3 to On Call Service Agreement with REA for Engineering Services
- b. LPA Consulting Agreement with REA for Engineering Services for Downtown Curb Ramps Phase 5
- c. Right of Way Closure Request for Centerpoint Energy
- d. Right of Way Closure Request for F.A. Wilhelm at Poplars Development
- e. Right of Way Closure Request from Hydecker-Wheatland Company for Fritz Terrace Gas Line Modernization
- f. Right of Way Closure Request for Duke Energy

6. Staff Reports

7. Approval of Claims

8. Adjournment

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with disabilities are available upon request with adequate notice. Please call 812.349.3411 or email public.works@bloomington.in.gov .

Staff Report: Agenda Item Name

To: Board of Public Works

Petitioner or Representative: Jesse Graber

Staff Representative: Kyle Baugh

Event Date: September 20, 2025

Meeting Date: March 10, 2026

Re: September 20, 2025 Notice of Violation Appeal

Summary

Engineering staff finds that the contractor had both an approved extension and advance written notice of the deadline and potential enforcement action. As the roadway restoration work was not completed within the permitted timeframe, staff recommends upholding the Notice of Violation and associated penalties.

Right-of-Way Permit ROW2025-05-1601 was approved by the Board of Public Works on May 20, 2025 and issued June 5, 2025 for roadway and utility work along E 19th Street, N Lincoln Street, and N Washington Street associated with the HUB II project. The permit included a phased schedule for roadway closures and restoration work with a completion date of _____. At the request of the contractor, the Board approved an extension of the permit on August 12, 2025, establishing September 19, 2025 as the revised completion deadline.

Prior to the extended deadline, Engineering staff notified the contractor on September 12, 2025 that failure to reopen the affected streets and restore the roadway surfaces by the approved date could result in enforcement action. Despite this notification, the roadways were not restored within the permitted timeframe.

Documentation and photographs show that base asphalt paving did not occur until September 20th - 24th, 2025, several days after the approved completion deadline.

Because the roadway restoration work associated with excavation was not completed within the authorized permit period, the project remained in violation of BMC 12.08.140, which requires the responsible party to restore excavated portions of the right-of-way in accordance with City standards. Based on the documented duration of the violation, a total fine of \$27,700 was assessed.

City of Bloomington Board of Public Works' Order on Appeal of Notice of Violation for Violation of Right of Way Use

Order for Tuesday, March 10, 2026, 5:30pm Meeting

This matter is before the Board of Public Works for an appeal of Notice of Violation ("NOV") that occurred on September 20, 2025 and was issued to Wells and Wells Construction ("Appellant") on November 24, 2025, for violations of Bloomington Municipal Code ("BMC") Title 12 for right-of-way use at N Lincoln St and N Washington St in Bloomington, Indiana. The Board of Public Works received information regarding this NOV at its regular meeting on March 10, 2026.

The Board of Public Works now finds as follows:

1. Appellant timely appealed the NOV.
2. Under BMC 12.10.050(a), the following are considered responsible parties with liability for the NOV fines and responsibility for remedy of the violation: ". . . (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, causes, maintains, suffers or permits the violations to occur and/or to continue." Appellant, therefore, is a responsible party.
3. Appellant was granted approval via permit for road closures at N Lincoln St from July 2 to July 23, 2025, and at N Washington St from July 23 to August 13, 2025. Appellant requested extension of the closure dates and was given a deadline until September 19, 2025 for completion.
4. Despite the extension, Appellant was not able to repair the road to a satisfactory condition within the approved timeframe.
5. Appellant was assessed a fine of \$27,700.00 in accordance with BMC 12.10.040(b) and (c).
6. The facts **support/do not support** a finding that the Appellant did violate BMC 12.08.020 for failure to reopen the right of way per approved adtes for right of way use permit.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby:

1. Upholds the NOV and assessed fines regarding the violation of BMC 12.08 (Use of the Right of Way).
2. Upholds the NOV regarding the violation and assessed fines of _____ regarding violation of BMC 12.08 (Use of the Right of Way).
3. Voids the NOV and assessed fines regarding violation of BMC 12.08 (Use of the Right of Way).

So ordered this 10th day of March, 2026.

City of Bloomington

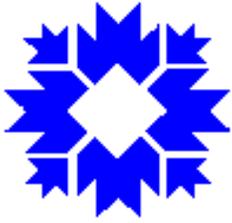
Board of Public Works

Signature:

Full Name:

Date Signed:

Title:



NOTICE OF VIOLATION

Date: September 20th, 2025 **Time:** Various **Address/location:** N Lincoln St, N Washington St

BMC 12.08.020 Right of Way Closure or Excavation without a permit. Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

Fine for first offense: \$500.00 Warning (No fine due at this time)

BMC 12.08.140 Failure to repair damage to right of way following excavation. After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

Fine for first offense: \$100.00 Warning (No fine due at this time)

BMC 12.08.140 Failure to comply with City standards and specifications for right of way repairs. After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

Fine for first offense: \$100.00 Warning (No fine due at this time)

BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan. Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

Fine for first offense: \$500.00 Warning (No fine due at this time)

BMC 12.08.100 and 12.08.110 Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices. Deviation from or failure to maintain approved traffic control plans including, but not limited to, maintaining compliant traffic control devices and/or pedestrian walkarounds shall be considered a violation and shall be subject to penalty. See BMC 12.10.040(c) for right of way use violation fines.

Fine for first offense: \$500.00 Warning (No fine due at this time)

BMC 12.08.020 Failure to have permit on site. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

 Fine Due: \$100.00 Warning (No fine due at this time)

 BMC 12.08.020 Failure to reopen right of way per approved dates for right of way use permit. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

 Fine for first offense: \$250.00 Warning (No fine due at this time)

Description of Violation

Right-of-Way Permit [ROW2025-05-1601](#) was requested by Wells & Wells and presented to the Board of Public Works (BPW) on May 20, 2025. Following BPW approval, the permit was formally issued on June 5, 2025. The work included the following phases and associated closure dates:

- Phase 1 – E 19th St (N Washington St to N Lincoln St): May 21 – June 11, 2025
- Phase 2 – N Lincoln St (E 19th St to E 18th St): June 11 – July 2, 2025
- Phase 3 – N Lincoln St (E 18th St to E 17th St): July 2 – July 23, 2025
- Phase 4 – N Washington St (E 19th St to dead end): July 23 – August 13, 2025

Wells & Wells later requested an extension of the approved right-of-way use dates. This request was heard and approved at the **August 12, 2025** BPW meeting, extending the completion deadline to **September 19, 2025**.

Staff communicated that a failure to complete work on E 19th St, N Lincoln St, and N Washington St by the revised September 19 deadline would result in a notice of violation on September 12th, 2025

Despite the deadline and reminder, the contractor was not able to repair the roadways to a satisfactory condition within the approved time frame.

- N Washington St received its base asphalt on September 23, with work finishing on September 24, 2025.
- N Lincoln St received its base asphalt on September 24, with work finishing on September 25, 2025.

Because the required right-of-way repairs were not completed within the permitted time frame, this constitutes a violation of BMC 12.08.140 – Failure to repair damage to the right-of-way following excavation.

Description of Fine

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040 [Penalty]**, A violation of **BMC 12.08 Use of the Right of Way, Section 12.08.140** is subject to an initial one-hundred dollar (\$100.00) fine for Failure to repair damage to right of way following excavation. Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the same property as the first such violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

As a result of these violations, and pursuant to *BMC Chapter 12.10 Enforcement and Penalties, Section 12.08.140*, Wells & Wells is hereby assessed a fine of twenty seven thousand seven hundred dollars (\$27,700) for violations of **BMC Chapter 12.08, Section 12.08.140** for Failure to repair damage to right of way following excavation.

Current Fine Tabulation					
	9/20	9/21	9/22	9/23	9/24
Lincoln	\$100	\$400	\$1,600	\$6,400	\$7,500
Washington	\$200	\$800	\$3,200	\$7,500	
				Total:	\$27,700

The following actions are required to remedy the situation

1. Final surface layer of asphalt to be laid on disturbed areas of 19th, Lincoln, and Washington prior to the end of 2025 calendar year.
 2. All permit fees for closure extensions associated with permit ROW2025-05-1601 to be paid within 7 days of NOV issuance.
-

1. Fine must be paid within seven (7) days from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner or Company Name: Wells & Wells (c/o Jesse Graber)

Address: 612 N Walnut St

City: Champaign State: IL Zip Code: 61820

Issued by: Kyle Baugh Mail Copy to Owner: November 24th, 2025

Enclosures (7): Photo 1, Photo 2, Photo 3, Photo 4, Photo 5, Photo 6, Photo 7, Appeal Letter



ROW Permit Status – HUB II Utility Relocation and Road Reconstruction

Maria McCormick <maria.mccormick@bloomington.in.gov> Fri, Sep 12, 2025 at 2:18 PM
To: Dan Plecki <dplecki@wellsandwells.com>, Jesse Graber <jgraber@wellsandwells.com>
Cc: Andrew Cibor <andrew.cibor@bloomington.in.gov>, Kendall Knoke <kendall.knoke@bloomington.in.gov>, Engineering <engineering@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, jford@criderandcrider.com

Dan -

I wanted to recap our on-site conversation today regarding the status of the ROW permit for the utility relocation and road reconstruction at HUB II.

The current permit will expire at the end of the day on **Friday, September 19, 2025**. By that date, the roads around HUB II—N. Lincoln St., E. 19th St., and N. Washington St.—must be reopened as paved roadways accessible to all vehicular traffic. If this does not occur, the City of Bloomington Engineering Department will begin issuing fines in accordance with Title 12.10.020. As Wells & Wells has previously received fines, the starting penalty will exceed **\$7,500 per day**.

The section of N. Lincoln St. where there is an unresolved conflict between the CBU sanitary infrastructure and the CenterPoint gas line may remain unpaved until the conflict is resolved—unless that resolution is not achieved prior to the asphalt plants closing for the 2025 season. In that case, the road in this area must be patched and reopened to traffic.

Engineering is open to reviewing a proposal from Wells & Wells that would allow for **temporary patching** of all three roadways to provide two paved lanes without curbs. These lanes would be considered sacrificial and remain in place until summer 2026, when Wells & Wells would complete the approved roadway installation in conjunction with the sanitary work on E. 19th St.

Please let me know if you intend to submit a proposal or have questions about this requirement.

Thank you,
Maria

	Maria McCormick
	Public Improvements Manager Engineering Department
	Office: 812-349-3913
	Cell: 812-360-6291
	maria.mccormick@bloomington.in.gov https://bloomington.in.gov/engineering

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Photo 1: Email sent on September 12th, 2025 warning of potential pending fines for failure to reopen affected streets.



Photo 2: Eastbound view of E 19th St taken on September 19th, 2025 with base layer paving in process



Photo 3: Eastbound view of E 19th St taken on September 25th, 2025 showing base asphalt layer paved



Photo 4: Southbound view of N Washington St taken on September 23rd, 2025 with base layer paving in process



Photo 5: Southbound view of N Washington St taken on September 24th, 2025 showing base asphalt layer paved

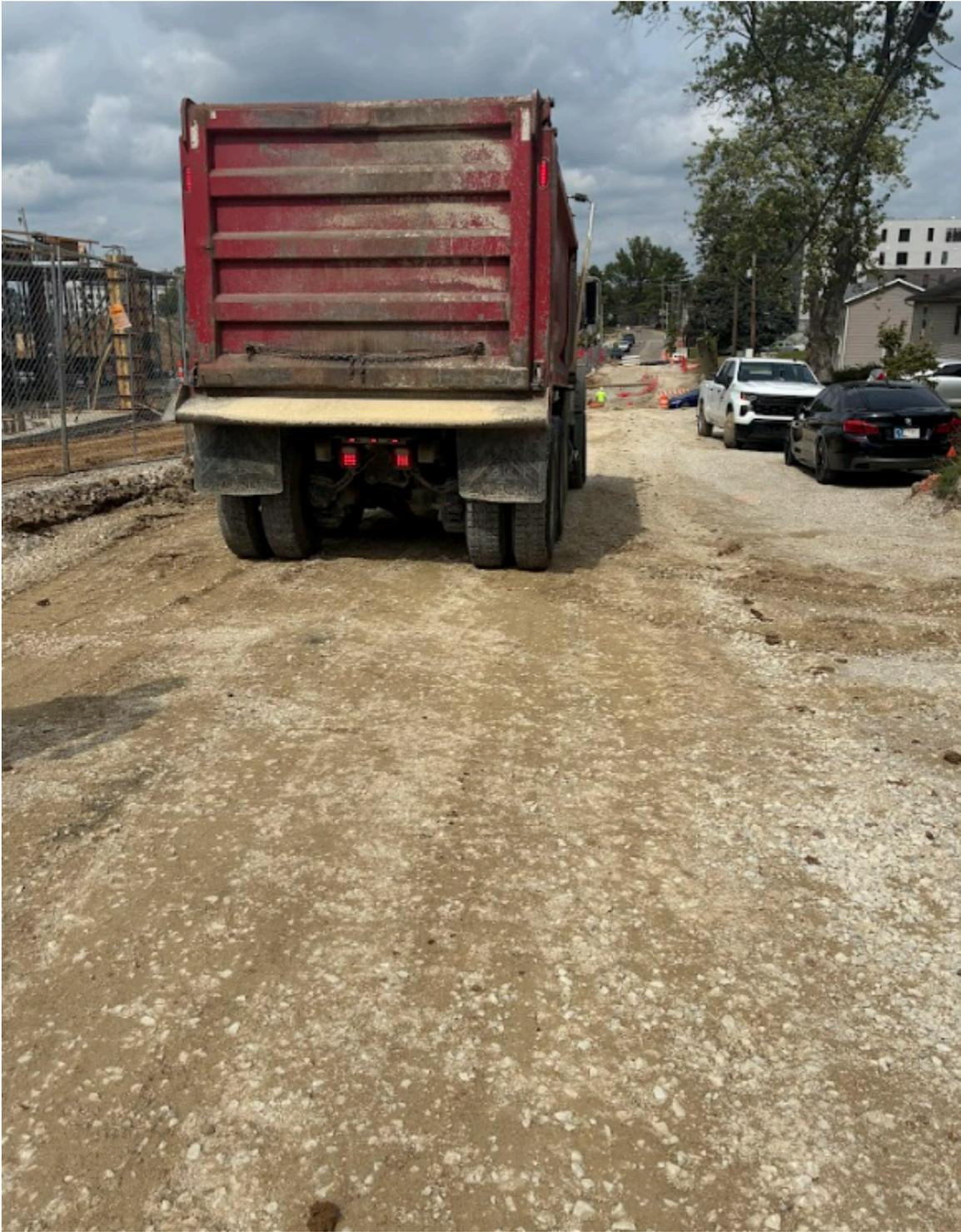


Photo 6: Northbound view of N Lincoln St taken on September 24th, 2025 showing proof roll being performed prior to base layer paving



Photo 7: Northbound view of N Lincoln St taken on September 25th, 2025 showing base asphalt layer paved

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Name:

Address:

Phone Number:

Date on Notice of Violation: _____

Today's Date:

Reason for Appeal:

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(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address:

401 N. Morton Street ▪ Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 ▪ Fax: (812)

www.bloomington.in.gov
e-mail: engineering@bloomington.in.gov

Signature

Date

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____

MINUTES BOARD OF PUBLIC WORKS

December 16, 2026

A Regular Meeting of the Board of Public Works was held **Tuesday December 16, 2025, at 5:30 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom.

Members in Attendance:

Kyla Cox Deckard, President
Elizabeth Karon, Vice President
James Roach, Secretary

Employees in Attendance:

Adam Wason, Public Works
Miranda Beaver, Public Works
Enedina Kassamanian, Legal
Jason Kerr, Engineering
Zac Rogers, Engineering
Sara Gomez, Engineering
Kyle Baugh, Engineering
Rebecca Davis, Engineering

MESSAGES FROM BOARD MEMBERS

James Roach informed the board and staff that he will not be available for the meetings on December 29th. January 12th, he will not be available for the work session. He will more than likely not be available for the regular meeting on January 13th as well. Adam Wason stated that the December 29th meeting is the last meeting of the year to do payroll and claims. It will be a very short meeting.

APPEALS – Will be Heard at Meeting

Noise Appeal - 2036 N. Walnut St. Apt. D-14

Adam Wason, Public Works, presented a Noise Appeal for 2036 North Walnut Street Apt. D-14. On November 7, 2025, around 2:30 in the morning, Noise Citation 42784 was issued to Evan Smith at 2036 N. Walnut St. Apt D-14, Bloomington, Indiana 47404 by Officers Cameron Wells and Jon Hoffmeister. Officers were at a disturbance down the street when they were alerted to the noise. Officers then went to the door where the noise was coming from and identified Evan Smith through ID and confirmed that he lived there. The resident, Evan Smith, admitted to the noise as he was trying to teach his roommate how to DJ. Officers received the call from dispatch. On November 14, 2025, Evan Smith requested an appeal. The appellant was not present. Karon asked the officers that were present for the appeal if they approached the apartment because they received a noise violation or because they were already in the area for another issue. Officer Cameron Wells stated that they received three separate calls about the noise, but they were also already in the apartment complex dealing with another issue at hand. Wason added that the staff report and minutes need to be corrected. Enedina Kassamanian from Legal states the report says 2:30 pm, however the officers wrote in military time. It was actually 2:30am and there were some complaints received. The complaints are located in the CAD notes. Karon made a motion to deny the appeal at 2036 North Walnut Street Apt D-14. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

PETITIONS AND REMONSTRANCES

CONSENT AGENDA

Minutes October 7, 2025

Minutes October 21, 2025

Resolution 2025-084 Bloom Pantry India N. Appz

Service Agreement with Laura Soto, DVM, CVA for In-Shelter Veterinary Services

2026 Centerstone Cooperative Agreement with City of Bloomington Parks and Recreation and City of Bloomington Public Works

Contract Amendment #1 for On-Call Geotechnical Engineering with Patriot Engineering

Extension of Permitted Alley Closure for Service Master at 205 E. Kirkwood

Sidewalk and Metered Parking Closure on S. Dunn Street for F.A. Wilhelm

Payroll

Karon motioned to approve the consent agenda. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

NEW BUSINESS

Lane LPA Consulting with HNTB Indiana, Inc. for Construction Engineering Services for High Street Intersection Modernizations and Multi-Use Path Project

Jason Kerr, Engineering, presented Lane LPA Consulting with HNTB Indiana, Inc. for Construction Engineering Services for High Street Intersection Modernizations and Multi-Use Path Project for approval. This project will construct a multiuse path on the east side of High Street from Arden Drive to Hunter Avenue and modernize the two existing traffic signals within the project limits. The project is programmed in the MPO TIP to utilize federal funding. HNTB Indiana, Inc. was selected to perform construction engineering services as the top-scoring firm in response to a request for proposals (RFP). The contract is set at a not-to-exceed amount of \$264,226. Billing for this work will be based on actual hours spent on inspection services, and a future amendment may be necessary to increase the contract total. Tree removal and utility relocation is expected to begin in 2026. Construction on this project will primarily occur in 2027. Karon made a motion to approve Lane LPA Consulting with HNTB Indiana, Inc. for Construction Engineering Services for High Street Intersection Modernizations and Multi-Use Path Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Change Order Package #1 for Hopewell West for Crider & Crider

Zac Rogers, Engineering, presented a Change Order Package #1 for Hopewell West for Crider & Crider for approval. This project was awarded to Crider & Crider at the July 1st Board of Public Works meeting in the amount of \$1,687,318.85. The Board has previously approved change orders totaling \$153,444, resulting in a current authorized contract amount of \$1,840,762.85. This Change Order Package #1 includes four change orders resulting in an additional \$51,632.50 to the contract. The revised total contract amount is \$1,892,369.05. The first change order is for a manhole sanitary structure on Jackson Street. Sod will be added to a ditch for stabilization and an additional conduit will be added. This was put in for Duke Energy. This change order also fixes a discrepancy between the plan and schedule pay items. Karon motioned to approve Change Order Package #1 for Hopewell West for Crider & Crider. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Contract with DC Construction Services Inc. for Jefferson Street Sidewalk Project

Sara Gomez, Engineering, presented a Contract with DC Construction Services Inc. for Jefferson Street Sidewalk Project for approval. This project shall include, but is not limited to, the installation of approximately 650 feet of sidewalk along the east side of Jefferson Street between 8th Street and 10th Street. Other improvements include curbs, storm inlets, and drive aprons. The maintenance of traffic for this project will include one lane road closures as needed during the construction, per the approved plans. Bids were publicly opened and read aloud at 12 pm on December 1st, 2025, at the Board of Public Works Work Session. DC Construction Services, Inc. was the

lowest responsible and responsive bidder at \$238,278.50. Adam Wason added that there was a meeting with Indiana University Facilities and Capital Projects. This project and the Union Street crosswalk project discussed the terms of coordination that will be involved. The crosswalk project will have a closure of Union for about two weeks during summer break. Cox Deckard stated that they have a couple of contracts with DC Construction Services and wanted to know if the City has contracted with them in the past. Wason said this was their first contract with DC Construction Services. Their references have been checked and IU has used them in Indianapolis, and major retailers such as Lowe's and Walmart have used this contractor. Cox Deckard asked if they were based out of Indianapolis. Wason said out of Pendleton. Karon motioned to approve Contract with DC Construction Services Inc. for Jefferson Street Sidewalk Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Contract with DC Construction Services Inc. For 2nd Street Curb Ramps (Lincoln to Park)

Sarah Gomez, Engineering, presented a Contract with DC Construction Services Inc. For 2nd Street Curb Ramps (Lincoln to Park) for approval. This project shall include the construction of curb ramps, curbs and sidewalks at five intersections along East 2nd St. The installation of a new storm inlet and pipe is included in this project. The maintenance of traffic for this project will include sidewalk detours, and one lane road closures at each intersection during the construction, per the approved plans. Bids were publicly opened and read aloud at 12 pm on December 1st, 2025, at the Board of Public Works Work Session. DC Construction Services, Inc. was the lowest responsible and responsive bidder at \$199,274.00. Karon motioned to approve the Contract with DC Construction Services Inc. For 2nd Street Curb Ramps (Lincoln to Park). Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Contract with DC Construction Services Inc. for Kirkwood Bollard Footing Installation

Sarah Gomez, Engineering, presented a Contract with DC Construction Services Inc. for Kirkwood Bollard Footing Installation. This project includes the installation of four S-20, which means speeds of 20 miles per hour by certain capacity of car or vehicle, removable bollard footings and twelve bollard sleeves to hold the bollards in place when they're put in place. This is along three alleys adjacent to Kirkwood Avenue and on Dunn Street just south of Kirkwood Avenue. This includes concrete footings, reinforcement bars, sleeves, drainage components and any incidental work necessary to complete the installation. Removable S-20 bollards will be supplied by the City. The maintenance of traffic will be early closures and then there will be a five day closure on Dunn Street to install the ones south of Kirkwood. Bids were open at 12 pm on December 15th, 2025 Board of Public Works Work Session. DC Construction Services was the lowest responsible and responsive bidder at \$107,555.00. Karon asked if there were dates for the closure of Dunn Street. Wason stated that Staff would be working with the contractors, but it won't occur before May 6, 2026. Wason informed the Board that two of the representatives, Billy and Katie, from DC Construction Services were on zoom. Billy from DC Construction introduced himself, mentioned some of the projects the company has worked on, that they work year round and thanked the Board for the opportunity to work with the City. Cox Deckard asked if the bollard project allows utilizing Kirkwood for festivals, events and can we close off the alleyways that intersect with Kirkwood to prevent any potential cross traffic. Wason said that in previous events a couple alleys used water-filled barricades. These locations are the highest priority for additional bollard installation after coordination with BPD and public safety. Roach asked if this would be all the intersections on Kirkwood from the square to Indiana. Wason stated that all the intersections on Kirkwood from Walnut to Indiana already have bollards. The alley between the tracks and Village Deli has bollards. Karon motioned to approve the Contract with DC Construction Services Inc. for Kirkwood Bollard Footing Installation. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Street and Sidewalk Closure at Intersection of 17th Street and N. Walnut Street for City of Bloomington Utilities

Kyle Baugh, Engineering, presented a Street and Sidewalk Closure at Intersection of 17th Street and North Walnut Street for City of Bloomington Utilities for approval. CBU is requesting a closure of the intersection of 17th Street and North Walnut Street as part of a storm repair project. Work will occur at night. Staff are recommending a noise permit application be submitted by CBU. The traffic control would be in place for 1 evening. Work will occur

during the IU holiday break, ideally the 21st or the 22nd. CBU has supplied maintenance of traffic plans for all work. They have also sent public notice to property owners about the BPW meeting and scope of their work. Karon motioned to approve Street and Sidewalk Closure at Intersection of 17th Street and North Walnut Street for City of Bloomington Utilities. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Closures Request and Noise Permit on S. College Avenue for Weddle Brothers at the Convention Center

Adam Wason, Public Works, presented Closures Request and Noise Permit on S. College Avenue for Weddle Brothers at the Convention Center for approval. Weddle Brothers is requesting closures for the next two phases of the Bloomington Convention Center Project. Phase 2, sidewalk and road closures on South College, south of 3rd Street as part of the Convention Center Expansion Project. This request is to accommodate installation of the connector or "skybridge." The traffic control would be in place from January 26th, 2026 through February 12, 2026 with a detour for vehicular traffic to Rogers Street and a pedestrian detour to Walnut Street and 2nd Street. Phase 3, which will immediately follow phase 2 completion, a lane closure of the eastern southbound lane of College Avenue is being requested. This request is to accommodate placement of a pedestrian diversion for curb and sidewalk demolition and reconstruction. The traffic control would be in place from February 13th, 2026 through June 26th, 2026. Kyle Baugh added that sign boards are planned to be out no later than January 5, 2026, to let the public know where to expect those closures. The planned pedestrian detour is going to travel down Walnut and then back over to 2nd. James Roach mentioned that at the work session the maintenance of traffic plan was in the packet but he didn't see it in the final packet. Wason stated that they were trying to decide whether or not to give the full maintenance of traffic plan that has all the legend items showing every sign but there should be a paper copy that shows the plan detours for each closure. Roach asked if the reconstruction project on 2nd Street and College will be started by the time phase 2 is finished. Baugh stated that he spoke to Zac Rogers who is working on this and the bulk of those closures won't happen until mid to late next year. Cox Deckard asked how this closure would affect the Midtown Loss addition. In particular My Sister's Closet since they are in the same zone and wanted to know what the access point is for them during this closure. Baugh said that was one of the details they requested from Weddle Brothers. Wason said there is potential that Smith will be open and Walnut will be open south of Smith. Cox Deckard asked if you are traveling on Smith to College, turn south on College and then travel unrestricted. So that would be the access point. Wason said it will be unmarked. Cox Deckard added with residents finding ways around unofficial detours, she asked that residents respect the spaces they are traveling through. Cox Deckard also noted that this is a historic closure, one the Board has never done before and they will do their best to make this as painless as possible. Wason stated that there will be another two week closure on College requested that will occur towards the end of the project. Karon asked with the noise permit included, how much overnight work should be expected in the two weeks. Baugh said if Weddle Brothers gets pressed with time then that would be when overnight work will take place. Karon motioned to approve Closures Request and Noise Permit on S. College Avenue for Weddle Brothers at the Convention Center. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Closure Schedule for AT&T Large Fiber Part 1

Rebecca Davis, Engineering, presented the Closure Schedule for AT&T Large Fiber Part 1 for approval. Lineal Contracting is requesting (on behalf of work for AT&T), traffic lane, parking lane, bicycle lane and sidewalk closures in multiple locations with majority being short term in duration for fiber optic installation. The anticipated duration of this project is one month. The locations and the type of closures required are Area One: Washington Street with a northern boundary of East 7th Street and a southern boundary of East Dodds Street. Area Two: N/S Alley between Washington and Walnut as well as a stretch on South Walnut Street with a northern boundary of East Dodds and a southern boundary of East Winslow. Area Three: South Walnut / Old State Road 37 South with a northern boundary of East Winslow and a southern boundary of East Rhorer Road. Area Four: East Dodds to West Dodds with eastern boundary of South Washington Street and a western boundary of South Rogers Street. Area Five: South Rogers with northern boundary of West Allen and a southern boundary of Rockport Road. Area Six: South Rockport Road with a northern boundary of South Rogers and a southern boundary of just past West Pinehurst. Karon motioned to approve Closure Schedule for AT&T Large Fiber Part 1. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Closure Schedule for AT&T Large Fiber Part 2

Rebecca Davis, Engineering, presented the Closure Schedule for AT&T Large Fiber Part 2 for approval. Lineal Contracting is requesting (on behalf of work for AT&T), traffic lane, parking lane, bicycle lane and sidewalk closures in multiple locations with majority being short term in duration for fiber optic installation. The anticipated duration of this project is one month. The locations and the type of closures required are Area One: East & West 7th Street with an eastern boundary of North Washington Street and a western boundary of North Adams Street. Area Two: North Adams Street and Fountain Drive with an eastern boundary of North Adams Street and a western Boundary of North Nuckles Road. Area Three: North/South Alley between Maple and Fairview with a southern boundary of West 3rd Street and a northern boundary of West Kirkwood Avenue. Area Four: East/West Alley between West Kirkwood and West 6th Street with an eastern boundary of North Maple and a western boundary of North Adams. Area Five: West 3rd Street with an eastern boundary of South Adams and a western boundary of I-69. Area Six: South Curry Pike / South Leonard Springs Road with a northern boundary just south of Constitution Avenue and a southern boundary of West Farrington Drive. Karon motioned to approve the Closure Schedule for AT&T Large Fiber Part 2. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Contract with Riverside Paving and Contracting, Inc. for Parking Lots 1, 3 and 5 Resurfacing Project

Adam Wason, Public Works, on the behalf of Michelle Wahl, Parking Services Director, presented a Contract with Riverside Paving and Contracting, Inc. for Parking Lots 1, 3 and 5 Resurfacing Project for approval. This is repaving several of our downtown surface parking lots. Lot 1 is at 4th and Dunn, Lot 3 is at 4th and Washington and Lot 5 is at 6th and Lincoln. The maintenance will include milling, repaving, new striping and ADA compliance. Bids were opened yesterday at the Work Session. Riverside Paving and Contracting LLC was the lowest bidder in the amount of \$134,139.00. Karon stated the staff report under the bulleted list, it states the contractor shall give a four week notice and then the date May 4th, 2026 and wanted to know if the four week notice was by May 4th, 2026 or approximately May 4th, 2026. Wason stated before May 4th, so that way they don't start before IU students let out. Cox Deckard asked if these would be staggered. Wason said they will move from lot to lot, beginning with the concrete work and then milling. Then, they will follow up paving for each lot. Cox Deckard asked if people would be able to park on the milled surface. Wason stated yes but they will be working closely with the permitted parkers in these locations. There will be some places that are permitted and others restricted to no parking. Wason added it wouldn't be weeks that it wouldn't be available, but more like staggering days where they might not be available. Cox Deckard asked for those permit holders in those lots, would they be honored at different locations. Wason said they have coordinated with the library for different special events that restrict some of their access in the past. Cox Deckard asked if there were any handicap spaces or would they create a temporary handicap space in the adjacent areas. Wason stated they just added more downtown ADA spaces, but if they have a lot that has a seven day period with no access, then Staff will try to create additional ADA space somewhere nearby. Karon motioned to approve the Contract with Riverside Paving and Contracting, Inc. for Parking Lots 1, 3 and 5 Resurfacing Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Amendment 1 to the Contract with Browning Chapman for Morton and Walnut Garages

Adam Wason, Public Works, presented Amendment 1 to the Contract with Browning Chapman for Morton and Walnut Garages for approval. The Browning Chapman Morton and Walnut St. Garage Waterproofing and Repairs has passed its official contract expiration date. This Amendment is for the contract date to end on 1/31/2026. All repairs will be completed before this date. Karon motioned to approve the Amendment 1 to the Contract with Browning Chapman for Morton and Walnut Garages. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Change Order 1 for Contract for Morton and Walnut Garages Project with Browning Chapman

Adam Wason, Public Works, presented Change Order 1 for Contract for Morton and Walnut Garages Project with Browning Chapman. A new bracket needs to be fabricated so the barrier cables can be attached and tightened on the 3rd floor of the Morton Street Garage. During the original repairs the new anchors would not set into the column. CE Solutions scanned the column and verified we could not drill through and came up with the bracket

fabrication. The change order is for the amount of \$15,444.45. Cox Deckard asked if the Amendment and Change Order was distinguished because one is a date change and the other is a change to what was required to fulfill the work. Wason stated that it's not a change in the scope of the project but a change order resulted in a monetary change to the overall amount of the contract. Karon motioned to approve the Change Order 1 for Contract for Morton and Walnut Garages Project with Browning Chapman. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

STAFF REPORTS & OTHER BUSINESS

Adam Wason, Public Works, stated there have been three winter weather events in Bloomington recently. Residents have reported not seeing salt being sprayed for these. Wason wants to make note that in conditions that we have experienced, when it starts to dip below 15 degrees, salt is no longer effective in melting the snow. Temperatures needed to rise before salt could be put down. Wason thanked all the work crews during these tough conditions. Part of the consent agenda the board approved the 2026 Cooperative Services Agreement with Centerstone. Wason highlighted one of the projects which is to clean up sidewalks, vegetation, weed removal, tree trimming, curb painting, graffiti removal and clearing storm drains. During winter weather they do some pedestrian scale snow and ice removal from ADA ramps. Since 2017, 117 individuals have taken part in this program. 71 of those that were homeless or in transitional housing, since beginning the program have been successfully housed. 90 of those employees have maintained permanent housing. They have gathered over 100,000 pounds of debris, 78,000 feet of curb have been painted and thousands of storm drains cleared. Some members have graduated out of the program into some full time employment, one of which works with our Parking Services department. Karon asked to note that in the new contract approved was a change to a seven day work week. Wason said that one of the things realized with the past football season, that they could use some help downtown to help on Saturdays and Sundays with general clean up. The downtown specialist gets overwhelmed with trash and litter removal along Kirkwood, College and Walnut.

APPROVAL OF CLAIMS

James Roach asked about page 55 with three claims for Cranes Leather and Shoe Shop Inc for \$100, \$125 and \$10,000. The amount stood out and seemed unusual. Miranda Beaver stated that the \$10,000 was for various employees, the other two amounts were for safety shoes for employees that could not make it on the day that the purchase was being made. They try to get that all in one claim for what is purchased by the City. Wason added this is coordinated through Risk and various divisions that require personal protective equipment, the City has a work boot reimbursement program up to \$125 per employee per year. Cox Deckard asked about the claim on page 27 under economic and sustainable development claims, there is a claim for \$4,200 to Talia Holiday for Kirkwood Activation Coordinator and to describe that activity. Wason said per his understanding that they brought Talia on as a contracted staff member to assist with several aspects of Kirkwood and downtown. Karon made a motion to approve the Claims in the amount of \$4,162,526.58. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

ADJOURNMENT

Cox Deckard called for adjournment at 6:30pm.

Accepted By:

Kyla Cox Deckard, President

James Roach, Secretary

Elizabeth Karon, Vice President

Date:

Attest to: Miranda Beaver, BPW Liaison

MINUTES
BOARD OF PUBLIC WORKS
December 29, 2025

A meeting of the Board of Public Works was held **Monday December 29, 2025 at 12:00pm**. in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom.

Board Members Present:

Kyla Cox Deckard, President
Elizabeth Karon, Vice-President

City Employees Present:

Adam Wason, Public Works

MESSAGES FROM BOARD MEMBERS

Karon wished everyone a happy, healthy and safe 2026.

PETITIONS & REMONSTRANCES

CONSENT

1. Payroll

Karon made a motion to approve the consent agenda. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

APPROVAL OF CLAIMS

Karon made a motion to approve the Claims in the amount of \$3,321,039.73. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

ADJOURNMENT

Cox Deckard called for adjournment at 12:04pm.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Attest to: Miranda Beaver, BPW Liaison

Board of Public Works Staff Report

Resolution 2026-012

Under Indiana Code § 5-22-22, a municipality may dispose of surplus personal property through a transfer of ownership. The code provides several mechanisms for disposal of property if it is under certain value thresholds, to be transferred to a nonprofit corporation, recycled, or demolished or junked.

The Department of Information & Technology Services of the City of Bloomington seeks to dispose of a large stock of computer equipment and peripherals that are valued at less than \$5,000. §IC 5-22-22-6 allows such items to be sold or transferred without consideration from the recipient nonprofit organization.

The City of Bloomington Information & Technology Services (ITS) department has on file the IRS determination letter from BinaryHeart Inc. and has confirmed its Domestic Nonprofit Corporation status with the State of Indiana; therefore, it is eligible to receive surplus property from the City of Bloomington.

Recommend: Victoria Jones, ITS Office Manager

Approved by: Rick Dietz, ITS Director

Board Of Public Works Resolution 2026-012

To Dispose Of Surplus Personal Property Owned By The City Of Bloomington

WHEREAS, the City of Bloomington Information & Technology Services Department (“ITS”) purchases and provides equipment for City departments including, but not limited to, computers, computer hard drives, keyboards, monitors, and other computer accessories, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated, it is returned to ITS by City departments; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property (the “Property”) and further identified in **Exhibit A**, which is attached hereto and incorporated by reference; and

WHEREAS, ITS wishes to transfer the Property to a local 501(c)(3) organization; and

WHEREAS, Indiana Code § 5-22-22-6 permits the City of Bloomington Board of Public Works (the “Board”) to sell or transfer the surplus property, without consideration, to a nonprofit organization.

WHEREAS, ITS has determined the Property to be surplus personal property; and

WHEREAS, ITS has determined that the cumulative value of the surplus property is less than \$5,000; and

WHEREAS, ITS has offered the Property to a local nonprofit organization.

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

1. The City of Bloomington property described in **Exhibit A** is hereby declared to be surplus personal property.
2. The property described in **Exhibit A** may be transferred to the nonprofit organization stated in **Exhibit A**.

[Signatures are on the following page.]

Passed And Adopted by the City of Bloomington Board of Public Works on this day:

Board of Public Works Representative

Exhibit A

ITS Department/City of Bloomington

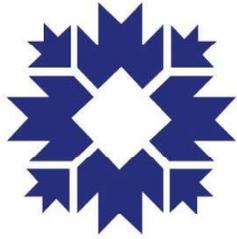
2026-012 Lot 70

Asset Number	Category	Pickup Organization	Removal Date
190838	Monitor	BinayHeart	2/23/26
210020	Docking hub	BinayHeart	2/23/26
220665	Desktop	BinayHeart	2/23/26
221082	Desktop	BinayHeart	2/23/26
1600904	Mini desktop	BinayHeart	2/23/26
1703866	Tablet	BinayHeart	2/23/26
1703923	Desktop	BinayHeart	2/23/26
1704116	Tablet	BinayHeart	2/23/26
1908398	Laptop	BinayHeart	2/23/26
2010312	Desktop	BinayHeart	2/23/26
1600758D	Tablet	BinayHeart	2/23/26
1703466c	Desktop	BinayHeart	2/23/26
1704177B	Desktop	BinayHeart	2/23/26
1704177D	Tablet	BinayHeart	2/23/26
1704177G	Desktop	BinayHeart	2/23/26
1804236B	Docking hub	BinayHeart	2/23/26
1804444A	Desktop	BinayHeart	5/28/25
1804605A	Docking hub	BinayHeart	2/23/26
1805006A	Desktop	BinayHeart	2/23/26
1805006B	Desktop	BinayHeart	5/28/25
1805262n	Desktop	BinayHeart	2/23/26
1805510A	Monitor	BinayHeart	2/23/26
1805510B	Monitor	BinayHeart	2/23/26
1805589A	Desktop	BinayHeart	2/23/26
1805808J	Desktop	BinayHeart	5/28/25
1805891B	Desktop	BinayHeart	5/28/25
1805891E	Desktop	BinayHeart	2/23/26
1805891I	Desktop	BinayHeart	2/23/26
1805920d	Desktop	BinayHeart	2/23/26

Asset Number	Category	Pickup Organization	Removal Date
1805981D	Laptop	BinayHeart	2/23/26
1805981J	Laptop	BinayHeart	2/23/26
1806044G	Desktop	BinayHeart	2/23/26
1806044K	Desktop	BinayHeart	2/23/26
18060645A	Desktop	BinayHeart	5/28/25
1906603b	Desktop	BinayHeart	2/23/26
190664B	Tablet	BinayHeart	2/23/26
1907065D	Monitor	BinayHeart	5/28/25
1907402D	Desktop	BinayHeart	2/23/26
1907895L	Desktop	BinayHeart	2/23/26
1907957C	Laptop	BinayHeart	5/28/25
1908083A	Desktop	BinayHeart	2/23/26
1908083B	Desktop	BinayHeart	2/23/26
1908083C	Desktop	BinayHeart	2/23/26
1908276C	Docking hub	BinayHeart	2/23/26
1908276D	Laptop	BinayHeart	5/28/25
1908297A	Laptop	BinayHeart	2/23/26
1908302B	Desktop	BinayHeart	5/28/25
1908324B	Docking Hub	BinayHeart	2/23/26
1908352K	Desk	BinayHeart	2/23/26
1908352Q	Desktop	BinayHeart	2/23/26
1908352s	Desktop	BinayHeart	2/23/26
1908352V	Desktop	BinayHeart	2/23/26
1908440L	Desktop	BinayHeart	2/23/26
1908477j	Desktop	BinayHeart	2/23/26
1908477P	Desktop	BinayHeart	2/23/26
1908499B	Desktop	BinayHeart	2/23/26
1908499c	Desktop	BinayHeart	2/23/26
1908799a	Monitor	BinayHeart	2/23/26
1908842D	Desktop	BinayHeart	2/23/26
1908842E	Desktop	BinayHeart	2/23/26
2009871A	Laptop	BinayHeart	2/23/26

Asset Number	Category	Pickup Organization	Removal Date
2009885A	Laptop	BinayHeart	5/28/25
2010214b	Monitor	BinayHeart	2/23/26
2010214C	Monitor	BinayHeart	2/23/26
2010221D	Laptop	BinayHeart	2/23/26
2010431B	Laptop	BinayHeart	2/23/26
2010676B	Docking Hub	BinayHeart	2/23/26
2010936b	Laptop	BinayHeart	2/23/26
2010946A	Desktop	BinayHeart	5/28/25
2010955A	Monitor	BinayHeart	5/28/25
2010955B	Laptop	BinayHeart	2/23/26
2111343B	Docking hub	BinayHeart	2/23/26
2111358a	Laptop	BinayHeart	2/23/26
2111921b	Laptop	BinayHeart	2/23/26
211197H	Laptop	BinayHeart	5/28/25
212100B	Monitor	BinayHeart	2/23/26
213100A	Monitor	BinayHeart	2/23/26
220177t	Laptop	BinayHeart	2/23/26
220665ae	Desktop	BinayHeart	2/23/26
220665Al	Desktop	BinayHeart	2/23/26
220665E	Desktop	BinayHeart	2/23/26
220665I	Desktop	BinayHeart	2/23/26
220665K	Desktop	BinayHeart	2/23/26
220665P	Desktop	BinayHeart	2/23/26
220665s	Desktop	BinayHeart	2/23/26
220665t	Desktop	BinayHeart	2/23/26
220665x	Desktop	BinayHeart	2/23/26
220665z	Desktop	BinayHeart	2/23/26
220676H	Desktop	BinayHeart	2/23/26
220950b	Desktop	BinayHeart	2/23/26
221058a	Desktop	BinayHeart	2/23/26
221081A	Desktop	BinayHeart	2/23/26
221728A	Desktop	BinayHeart	5/28/25

Asset Number	Category	Pickup Organization	Removal Date
222006I	Laptop	BinayHeart	2/23/26
222013C	Laptop	BinayHeart	2/23/26
224062A	Docking Hub	BinayHeart	2/23/26
224062A	Docking Hub	BinayHeart	2/23/26
230989A	Docking Hub	BinayHeart	2/23/26
234654B	Monitor	BinayHeart	2/23/26
234654C	Monitor	BinayHeart	2/23/26
N/A	Plastic pushcart	BinayHeart	2/23/26
N/A	Laptop bags	BinayHeart	2/23/26
N/A	CD stack	BinayHeart	2/23/26
N/A	Box of speakers	BinayHeart	2/23/26
N/A	Box smartphones/cases/cables	BinayHeart	2/23/26
N/A	Box of mice and pads	BinayHeart	2/23/26
N/A	Box of keyboards and cables	BinayHeart	2/23/26
N/A	Box of keyboards and cables	BinayHeart	2/23/26
N/A	Box of keyboards and cables	BinayHeart	2/23/26
N/A	Box iPads/cables	BinayHeart	2/23/26
N/A	Box of chargers	BinayHeart	2/23/26
N/A	Box of cables and chargers	BinayHeart	2/23/26
N/A	2 monitor stand	BinayHeart	2/23/26
N/A	2 monitor stand	BinayHeart	2/23/26
N/A	2 monitor stand	BinayHeart	2/23/26
N/A	boxes/Box of Cables	BinayHeart	5/28/25



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Pushcart Vendor in Right of Way
PW Resolution No:	2026-013
Petitioner/Representative:	Louis T. Love, Owner of Big Dawg Cart, LLC
Staff Representative:	Susan Coates
Meeting Date:	03/10/2026

Big Dawg Cart, LLC, by its owner, Louis T. Love, has applied for a Pushcart License to operate in the city right of way. It is understood that permission must be obtained from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed this application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food and beverage via a mobile pushcart.

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2026-013

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2026-013
Pushcart in Public Right of Way
Big Dawg Cart, LLC**

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

WHEREAS, Big Dawg Cart, LLC (“Vendor”) is seeking a Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose selling food and beverage via a mobile pushcart; and

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor will not produce any type of spark, flame, or fire; therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090;

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food and beverage via a mobile pushcart from 3/11/2026 until 3/11/2027.
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.

RESOLUTION 2026-013

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS 10th DAY OF MARCH, 2026.

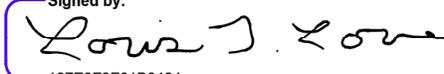
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

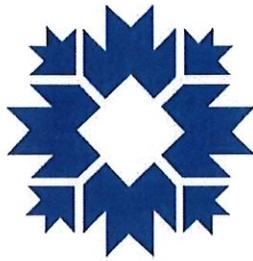
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2026-013 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

187E3F3F61B0424...

Louis T. Love, Owner

Date: 3/2/2026



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Big Dawg Cart, LLC
License Type	Pushcart License
Contact	Louis T. Love
Phone	812-606-1161
Email	l.tyronelove@yahoo.com
BPW Resolution No (if applicable)	2026-013
Issue Date of License	3/11/2026
Expiration Date of License	3/11/2027
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	3/11/2027
Department Head	Jane Kupersmith
Record Destruction Date	3/11/2030
ESD Tracking No	N/A
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > PUSHCART LICENSE > Businesses

Res # 260-013
BPW - 3/10.



PUSHCART LICENSE APPLICATION

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

pd via cc. 2/26/26.

1. License Length and Fee Application

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

2. Applicant Information

Name:	Louis T. Love		
Title/Position:	Owner		
Date of Birth:	4/12/72		
Address:	600 W. Whitethorn Way		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	l.tyronelove@yahoo.com		
Phone Number:	812-606-1161	Mobile Phone:	

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

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

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

Received in ESD
FEB 27 2026

4. Company Information

Name of Employer:	Big Dawg Cart LLC				
Address of Employer:	same as home				
City, State, Zip:	Bloomington, IN 47403				
Employment Start Date:	10/17/24	End Date (If known):			
Phone Number:					
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Louis T. Love	600 W. Whitethorn Way, Bloomington, IN 47403

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	10/17/24
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

I plan to sell fully cooked hot dogs and sausages. Heated with propane gas on a hotdog cart.

Planned hours of operation:	6:30am to 4:30am	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details	N/A	

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of pushcart
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:	Received By: <i>[Signature]</i>	Date Approved: <i>3/27/26</i>	Approved By: <i>[Signature]</i>
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Received in ESD

FEB 27 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2025

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

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

Producer HAZEN INSURANCE AGENCY LLC 804 S AUTO MALL RD BLOOMINGTON, IN 47401-5430	CONTACT NAME HAZEN INSURANCE AGENCY LLC	
	PHONE (A/C. No. Ext): (812) 334-1413	FAX (A/C. No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Shelter Mutual Insurance Company		23388
INSURER B: Shelter General Insurance Company		23361
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

Insured
 THE BIG DAWG CART LLC
 600 W WHITEHORN WAY
 BLOOMINGTON, IN 47403

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSD LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			13-31-10091164-2	04/24/2025	04/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ E.I. EACH ACCIDENT \$ E.E. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CITY OF BLOOMINGTON
 401 N MORTON ST
 BLOOMINGTON, IN 47404-3729

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



MAYOR KERRY THOMSON
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington, IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

P 812-349-3418
F 812-349-3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Louis T. Love

Name, Printed

Louis T. Love

Signature

2-26-2024

Date Release Signed



MAYOR KERRY THOMSON
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington, IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
P 812-349-3418
F 812-349-3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

- No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- No pushcart shall locate in a street, street median strip or alleyway
- Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- No pushcart shall be located within fifteen feet of any fire hydrant
- No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- No pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

- No pushcart shall locate on the B-Line Trail except in the following permitted areas:
 - Between the north side of Dodds Street and the south side of 2nd Street
 - Between the north side of 3rd Street and the south side of 4th Street
 - Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Louis T. Love

Signature: *Louis T. Love*

Date: 2-26-2026



MAYOR KERRY THOMSON
CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

401 N Morton St Suite 130
PO Box 100
Bloomington, IN 47402

P 812-349-3418
F 812-349-3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure
 - Provide a barrier between the grill or device and the general public
 - The spark, flame or fire shall not exceed 12 inches in height
 - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- No pushcart shall ever be left unattended
- Pushcarts shall not be stored, parked or left overnight on any City property
- All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No pushcarts shall have a drive-thru
- The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

- The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
- Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Louis T. Love

Signature: 

Date: 2-26-2026



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
02/24/2026	Yutmeyer, Jeff	02/24/2027	BFD-2026-0005363

Business Name	Address	City	State	Zip
Big Dawg cart	600 W WHITETHORN WAY	BLOOMINGTON	IN	47403
		Suite		
		--		

Fire Inspection Results

No fire code violations found.

Thank You

On 02/24/2026 the Big Dawg cart was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Louis Love
Business Owner
L.tyronelove@yahoo.com

Inspector Signature

Yutmeyer, Jeff
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov

**State of Indiana
Office of the Secretary of State**

**Certificate of Organization
of
BIG DAWG CART LLC**

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, October 17, 2024.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 18, 2024.

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202410171832674 / 10S38653

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

Date of this notice: 10-18-2024

Employer Identification Number:
33-1545955

Form: SS-4

Number of this notice: CP 575 G

BIG DAWG CART LLC
LOUIS TYRONE LOVE JR SOLE MBR
600 W WHITETHORN WAY
BLOOMINGTON, IN 47403

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-1545955. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

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

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



Notice of Permits

The Fire Official has approved the following permits for the following locations

Location

Name	Address
Big Dawg cart	600 W WHITETHORN WAY, BLOOMINGTON, IN, 47403

Permits

Permit Number	Permit Type	Effective Date	Expiration Date
BFD-2026-0000034	Food Vendor Permit	02/24/2026	02/24/2027

This notice must be prominently displayed at all times. Permits may be revoked at any time for failure to remain in conformity with applicable regulations.

Issued by:

Date Issued:

02/24/2026

Yutmeyer, Jeff
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov



Mobile Food Establishment License Monroe County Health Department

This is to certify that:

Big Dawg Cart
Louis T Love
2361 W Rappel Ave
Bloomington, IN 47404

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



Issued:

5/2/2025

By *Sarah S. Stuber*
Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE PERMIT EXPIRES FEBRUARY 28, 2026



PURCHASE RECEIPT

Monroe Co Health Dept
 Monroe Co. Health
 119 West 7th Street
 Bloomington IN 47404
 (812)349-2543
 OTC Local Ref ID: 145090202
 2/26/2026 03:27 PM

PLEASE NOTE-This payment will be reflected as IN Local Government on your credit card statement.

Status: APPROVED
 Customer Name: Louis Love
 Type: MasterCard
 Credit Card Number: **** * 8025

Items	Location	Quantity	TPE Order ID	Total Amount
Food Service License, Push Cart	Monroe Co. Health	1	205155520	\$125.00
Notes: : 57172				
Total remitted to the Monroe Co Health Dept				\$125.00
IN.gov Admin Fee	Monroe Co. Health	1	205155520	\$2.86
Total amount due				\$127.86

This online service is provided by a third party working in partnership with the State. The total price includes the third party's costs to operate, maintain and enhance the State's computer gateway, NIC Indiana and eCommerce services. This is made possible through a contract administered under the authority of the Indiana Office of Technology (IOT).

CERTIFICATE

of

COMPLETION

Louis T. Love

has successfully passed the exam required to meet the standard set forth for the

Food Protection Manager

which is accredited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP)

Certificate Number : 4910201

Completed Date : 2025-5-6 Expired Date : 2030-5-6

Learner reference : 339232 Proctor Name : Tricia Perkinson

Exam Form Number : 99 Exam Location : Indianapolis, IN



The Always Food Safe Company
899 Montreal Circle, St. Paul, 55102
www.alwaysfoodsafecompany.com



Nick Eastwood
President
The Always Food Safe Company

A handwritten signature in black ink, appearing to read 'Nick Eastwood', is written over a horizontal line.

Staff Report:

To: Board of Public Works

Petitioner or Representative: Engineering Department

Staff Representative: Roy Aten

Event Date: March 10th, 2026

Meeting Date: March 10th, 2026

Re: Approve Change Orders #48 and #49 for the Hopewell East Project

Report

This project was awarded to Milestone Contractors LLC at the June 21st, 2023, meeting of the Board in the amount of \$13,373,284.90. The Board has approved prior change orders totaling \$635,393.89, bringing the current authorized contract amount to \$14,008,678.79. The total for Change Order #48 and #49 will be a deduction of \$191,221.40 to the contract, for a final contract amount of \$13,817,457.39.

CO #48, Balancing Change Order, -\$281,421.40 - Final reconcile for estimated quantities to actual final quantities.

CO #49, Incentive Days, +\$90,200.00 - The contract had a completion date of October 31st, 2024. The contract contained a provision that, for each day the contractor completed the job prior to October 31st, 2024, an incentive of \$2,200.00 would be paid. The contract also provides that, for work that is materially changed, additional days will be added to the completion date in accordance with 104.02. In total, the project included the following changes that added workdays to the contract.

- CO #15, 4 additional days
- CO #17, 3 additional days
- CO #22, 6 additional days
- CO #26, 4 additional days
- CO #27, 2 additional days
- CO #30, 3 additional days
- CO #31, 3 additional days
- CO #32, 2 additional days
- CO #33, 2 additional days
- CO #41, 1 additional day
- CO #42, 4 additional days
- CO #44, 1 additional day

These change orders added a total of 35 days to the completion date, bringing the revised completion date to December 5th, 2024. The Substantial completion date for the project was October 25th, 2024. Which give the contractor 41 days of incentive pay at \$2,200.00/day, for a total of \$90,200.00.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering ▾	Department Head Initials of Approval:	AC
Department Staff:	Roy Aten	Responsible Attorney:	Aleksandrina Pratt
Date:	Feb 20, 2026	Legal Dept. Tracking Number:	26-191
Board Meeting Date:	Mar 10, 2026	Resolution Number:	
Documents Link:	Hopewell East, CO #48 & #49		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Milestone Contractors	Service or Item Procured (Project)	Hopewell East (CN)
Total Dollar Amount of Contract:	\$13,817,457.39	Funding Source:	4445-15-159001-53990
Due for Signature:	Mar 10, 2026	Expiration Date of Contract:	Dec 28, 2026
Number of One-Year Renewals:	0	Record Destruction Date:	01/01/2037
Summary of Contract:	Hopewell East Infrastructure construction		

PURCHASE JUSTIFICATION			
Procurement Method:	Invitation to Bid (ITB) ▾	Number of Submittals:	2
Met City Requirements?	Yes ▾	Met Item or Need Requirements?	Yes ▾
List vendors and dollar amounts of solicitations?	These are change orders to a contract that was awarded in 2023.		
Were Vendor Presentations Requested?	No ▾	Contract Compliance Form Complete?	Yes ▾
W9/EFT Complete?	Yes ▾	Was the Scoring Grid Used	No ▾
Was the Lowest cost selected? <i>(If 'No' then state why this Vendor was selected to receive the award and contract)</i>	Yes ▾ These are change orders to a contract that was awarded in 2023.		

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	48
Status	Pending
Date Created	12/18/2025
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$14,008,678.79
Change Order Amount	-\$281,421.40
Revised Project Amount	\$13,727,257.39

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Section: 1 - Description

0002	205-06937	LFT	\$2.150	1,475.000	\$3,171.25	245.000	\$526.75	1,720.000	\$3,698.00
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TEMPORARY SILT FENCE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	1,475.000	\$3,171.25	245.000	\$526.75	1,720.000	\$3,698.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0004	205-11591	LBS	\$2.750	713.000	\$1,960.75	-13.000	-\$35.75	700.000	\$1,925.00
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TEMPORARY SEEDING

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	713.000	\$1,960.75	-13.000	-\$35.75	700.000	\$1,925.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0007	202-96133	LFT	\$20.000	298.000	\$5,960.00	-148.000	-\$2,960.00	150.000	\$3,000.00

WATER AND SERVICE LINE, REMOVE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	298.000	\$5,960.00	-148.000	-\$2,960.00	150.000	\$3,000.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0008	306-08034	SYS	\$18.000	354.000	\$6,372.00	-125.940	-\$2,266.92	228.060	\$4,105.08
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ASPHALT MILLING 1.5"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	354.000	\$6,372.00	-125.940	-\$2,266.92	228.060	\$4,105.08
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0009	202-02240	SYS	\$15.000	17,660.000	\$264,900.00	71.000	\$1,065.00	17,731.000	\$265,965.00
PAVEMENT REMOVAL									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	17,660.000	\$264,900.00	71.000	\$1,065.00	17,731.000	\$265,965.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0010	202-02278	LFT	\$15.000	3,498.000	\$52,470.00	697.500	\$10,462.50	4,195.500	\$62,932.50
CURB, REMOVE									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	3,498.000	\$52,470.00	697.500	\$10,462.50	4,195.500	\$62,932.50
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0011	202-52710	SYS	\$25.000	1,018.330	\$25,458.25	53.950	\$1,348.75	1,072.280	\$26,807.00
SIDEWALK CONCRETE, REMOVE									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	85.000	\$2,125.00	-85.000	-\$2,125.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	933.330	\$23,333.25	138.950	\$3,473.75	1,072.280	\$26,807.00
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0013	202-90747	LFT	\$65.000	584.000	\$37,960.00	-58.400	-\$3,796.00	525.600	\$34,164.00
RETAINING WALL, REMOVE									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	584.000	\$37,960.00	-58.400	-\$3,796.00	525.600	\$34,164.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0014	202-91385	EACH	\$1,000.000	13.000	\$13,000.00	-4.000	-\$4,000.00	9.000	\$9,000.00
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INLET, REMOVE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	13.000	\$13,000.00	-4.000	-\$4,000.00	9.000	\$9,000.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0016	202-93615	SYS	\$100.000	42.000	\$4,200.00	8.400	\$840.00	50.400	\$5,040.00
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MISCELLANEOUS CONCRETE, REMOVE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	42.000	\$4,200.00	8.400	\$840.00	50.400	\$5,040.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0017	202-96133	LFT	\$15.000	1,272.000	\$19,080.00	-249.500	-\$3,742.50	1,022.500	\$15,337.50
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PIPE, REMOVE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	1,272.000	\$19,080.00	-249.500	-\$3,742.50	1,022.500	\$15,337.50		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0018	202-09784	LFT	\$20.000	694.000	\$13,880.00	-114.000	-\$2,280.00	580.000	\$11,600.00
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SANITARY SEWER, REMOVE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	694.000	\$13,880.00	-114.000	-\$2,280.00	580.000	\$11,600.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0021	202-01502	EACH	\$1,500.000	19.000	\$28,500.00	-5.000	-\$7,500.00	14.000	\$21,000.00
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LIGHT POLE, REMOVE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	19.000	\$28,500.00	-5.000	-\$7,500.00	14.000	\$21,000.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0024	SP	LFT	\$650.000	45.000	\$29,250.00	-13.500	-\$8,775.00	31.500	\$20,475.00
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RETAINING WALL, TYPE 2

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	45.000	\$29,250.00	-13.500	-\$8,775.00	31.500	\$20,475.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0025	203-02000	CYS	\$46.000	13,982.640	\$643,201.44	-57.410	-\$2,640.86	13,925.230	\$640,560.58
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EXCAVATION, COMMON

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	7.410	\$340.86	-7.410	-\$340.86	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	13,975.230	\$642,860.58	-50.000	-\$2,300.00	13,925.230	\$640,560.58		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0030	SP	CYS	\$100.000	0.000	\$0.00	8.890	\$889.00	8.890	\$889.00
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COMPACTED AGGREGATE NO. 8

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	0.000	\$0.00	8.890	\$889.00	8.890	\$889.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0031	SP	TON	\$90.000	2,234.710	\$201,123.90	422.830	\$38,054.70	2,657.540	\$239,178.60
COMPACTED AGGREGATE NO. 53									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	2,234.710	\$201,123.90	422.830	\$38,054.70	2,657.540	\$239,178.60		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0032	SP	TON	\$165.000	767.000	\$126,555.00	-58.600	-\$9,669.00	708.400	\$116,886.00
HOT MIX ASPHALT, 2, 64, SURFACE, 9.5MM									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	8.000	\$1,320.00	-8.000	-\$1,320.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	21.000	\$3,465.00	-21.000	-\$3,465.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	738.000	\$121,770.00	-29.600	-\$4,884.00	708.400	\$116,886.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0033	SP	TON	\$115.000	702.800	\$80,822.00	210.660	\$24,225.90	913.460	\$105,047.90
HOT MIX ASPHALT, 2, 64, INTERMEDIATE, 19MM									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	10.000	\$1,150.00	-10.000	-\$1,150.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	42.000	\$4,830.00	-42.000	-\$4,830.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	650.800	\$74,842.00	262.660	\$30,205.90	913.460	\$105,047.90		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0034	SP	TON	\$115.000	958.000	\$110,170.00	-234.090	-\$26,920.35	723.910	\$83,249.65
HOT MIX ASPHALT, 3, 64, BASE, 25MM									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	55.000	\$6,325.00	-55.000	-\$6,325.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	903.000	\$103,845.00	-179.090	-\$20,595.35	723.910	\$83,249.65
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0035	604-06070	SFT	\$15.000	2,916.000	\$43,740.00	-986.470	-\$14,797.05	1,929.530	\$28,942.95
SIDEWALK, CONCRETE									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	765.000	\$11,475.00	-765.000	-\$11,475.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	2,151.000	\$32,265.00	-221.470	-\$3,322.05	1,929.530	\$28,942.95
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0036	605-06120	LFT	\$44.000	2,563.000	\$112,772.00	368.970	\$16,234.68	2,931.970	\$129,006.68
CURB, CONCRETE									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	2,563.000	\$112,772.00	368.970	\$16,234.68	2,931.970	\$129,006.68
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0037	SP	LFT	\$65.000	249.000	\$16,185.00	21.000	\$1,365.00	270.000	\$17,550.00
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CURB, CONCRETE, 8"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	249.000	\$16,185.00	21.000	\$1,365.00	270.000	\$17,550.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0038	SP	LFT	\$57.000	262.000	\$14,934.00	-226.500	-\$12,910.50	35.500	\$2,023.50
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CURB, INTEGRAL CONCRETE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	262.000	\$14,934.00	-226.500	-\$12,910.50	35.500	\$2,023.50
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0040	SP	SYS	\$150.000	385.000	\$57,750.00	5.500	\$825.00	390.500	\$58,575.00

CONCRETE ENTRANCE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	385.000	\$57,750.00	5.500	\$825.00	390.500	\$58,575.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0051	SP	SYS	\$1.200	15,547.000	\$18,656.40	-297.000	-\$356.40	15,250.000	\$18,300.00
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MULCHED SEEDING

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	15,547.000	\$18,656.40	-297.000	-\$356.40	15,250.000	\$18,300.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0052	715-98165	LFT	\$180.000	1,132.000	\$203,760.00	-31.000	-\$5,580.00	1,101.000	\$198,180.00
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WATER MAIN, 12 IN.

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	1,132.000	\$203,760.00	-31.000	-\$5,580.00	1,101.000	\$198,180.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0055	SP	EACH	\$7,500.000	2.000	\$15,000.00	1.000	\$7,500.00	3.000	\$22,500.00
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TAPPING VALVE 12"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	2.000	\$15,000.00	1.000	\$7,500.00	3.000	\$22,500.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0056	SP	EACH	\$3,500.000	1.000	\$3,500.00	-1.000	-\$3,500.00	0.000	\$0.00
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M.J. 12 X 12" CROSS

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	1.000	\$3,500.00	-1.000	-\$3,500.00	0.000	\$0.00	0.000	\$0.00
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0059	SP	EACH	\$1,500.000	10.000	\$15,000.00	-10.000	-\$15,000.00	0.000	\$0.00
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M.J. 22.5 DEG ELBOW, 12"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	10.000	\$15,000.00	-10.000	-\$15,000.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0060	SP	EACH	\$1,500.000	9.000	\$13,500.00	-3.000	-\$4,500.00	6.000	\$9,000.00
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M.J. 45 DEG ELBOW 12"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	9.000	\$13,500.00	-3.000	-\$4,500.00	6.000	\$9,000.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0061	SP	EACH	\$1,500.000	1.000	\$1,500.00	-1.000	-\$1,500.00	0.000	\$0.00
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M.J. 90 DEG ELBOW 12"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	1.000	\$1,500.00	-1.000	-\$1,500.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0062	SP	EACH	\$5,500.000	4.000	\$22,000.00	-3.000	-\$16,500.00	1.000	\$5,500.00
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M.J. GATE VALVE 12"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	4.000	\$22,000.00	-3.000	-\$16,500.00	1.000	\$5,500.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0063	SP	EACH	\$1,000.000	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
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M.J. PLUG, 12"

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0064	720-96999	EACH	\$10,000.000	5.000	\$50,000.00	-1.000	-\$10,000.00	4.000	\$40,000.00
FIRE HYDRANT ASSEMBLY									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	5.000	\$50,000.00	-1.000	-\$10,000.00	4.000	\$40,000.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0065	SP	EACH	\$7,500.000	2.000	\$15,000.00	1.000	\$7,500.00	3.000	\$22,500.00
1" DOMESTIC SERVICE TAP									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	2.000	\$15,000.00	1.000	\$7,500.00	3.000	\$22,500.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0066	SP	EACH	\$2,500.000	2.000	\$5,000.00	1.000	\$2,500.00	3.000	\$7,500.00
TEMPORARY CHLORINATION TAP									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	2.000	\$5,000.00	1.000	\$2,500.00	3.000	\$7,500.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0072	SP	LFT	\$180.000	401.000	\$72,180.00	-10.000	-\$1,800.00	391.000	\$70,380.00
PIPE, SANITARY SEWER, 8 IN., C-900									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	401.000	\$72,180.00	-10.000	-\$1,800.00	391.000	\$70,380.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0073	SP	LFT	\$170.000	490.000	\$83,300.00	94.000	\$15,980.00	584.000	\$99,280.00
PIPE, SANITARY SEWER, 8 IN., SDR-35									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	490.000	\$83,300.00	94.000	\$15,980.00	584.000	\$99,280.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0074	SP	LFT	\$250.000	301.000	\$75,250.00	-7.000	-\$1,750.00	294.000	\$73,500.00
PIPE, SANITARY SEWER, 8 IN., DUCTILE IRON									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	301.000	\$75,250.00	-7.000	-\$1,750.00	294.000	\$73,500.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0076	SP	LFT	\$92.000	556.000	\$51,152.00	-86.500	-\$7,958.00	469.500	\$43,194.00
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PIPE, STORM SEWER, 12 IN., RCP

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	556.000	\$51,152.00	-86.500	-\$7,958.00	469.500	\$43,194.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0077	SP	LFT	\$110.000	509.000	\$55,990.00	-84.000	-\$9,240.00	425.000	\$46,750.00
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PIPE, STORM SEWER, 15 IN., RCP

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	509.000	\$55,990.00	-84.000	-\$9,240.00	425.000	\$46,750.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0078	SP	LFT	\$135.000	747.000	\$100,845.00	-138.000	-\$18,630.00	609.000	\$82,215.00
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PIPE, STORM SEWER, 18 IN., RCP

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	747.000	\$100,845.00	-138.000	-\$18,630.00	609.000	\$82,215.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0079	SP	LFT	\$210.000	385.000	\$80,850.00	-35.300	-\$7,413.00	349.700	\$73,437.00
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PIPE, STORM SEWER, 24 IN., RCP

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	66.000	\$13,860.00	-66.000	-\$13,860.00	0.000	\$0.00		
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	319.000	\$66,990.00	30.700	\$6,447.00	349.700	\$73,437.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0080	SP	LFT	\$274.000	760.000	\$208,240.00	87.000	\$23,838.00	847.000	\$232,078.00
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PIPE, STORM SEWER, 36 IN., RCP

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	760.000	\$208,240.00	87.000	\$23,838.00	847.000	\$232,078.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0081	SP	LFT	\$365.000	220.000	\$80,300.00	38.000	\$13,870.00	258.000	\$94,170.00
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PIPE, STORM SEWER, 42 IN., RCP

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	220.000	\$80,300.00	38.000	\$13,870.00	258.000	\$94,170.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0082	SP	LFT	\$50.000	135.000	\$6,750.00	-135.000	-\$6,750.00	0.000	\$0.00
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PIPE, STORM SEWER, 6 IN., PVC

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	135.000	\$6,750.00	-135.000	-\$6,750.00	0.000	\$0.00	0.000	\$0.00
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0083	SP	LFT	\$160.000	34.000	\$5,440.00	-34.000	-\$5,440.00	0.000	\$0.00
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PIPE, STORM SEWER, 15 IN., PVC

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	34.000	\$5,440.00	-34.000	-\$5,440.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0084	SP	LFT	\$60.000	360.000	\$21,600.00	-87.000	-\$5,220.00	273.000	\$16,380.00
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PIPE, STORM SEWER, 12 IN., HDPE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	360.000	\$21,600.00	-87.000	-\$5,220.00	273.000	\$16,380.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0087	SP	LFT	\$30.000	1,520.000	\$45,600.00	-192.000	-\$5,760.00	1,328.000	\$39,840.00
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UNDERDRAIN, 4 IN., PERFORATED

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	1,520.000	\$45,600.00	-192.000	-\$5,760.00	1,328.000	\$39,840.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0095	720-94157	EACH	\$4,000.000	16.000	\$64,000.00	-1.000	-\$4,000.00	15.000	\$60,000.00
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MANHOLE, TYPE C

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	1.000	\$4,000.00	-1.000	-\$4,000.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	15.000	\$60,000.00	0.000	\$0.00	15.000	\$60,000.00
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0098	SP	EACH	\$3,800.000	6.000	\$22,800.00	1.000	\$3,800.00	7.000	\$26,600.00
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INLET, TYPE A

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	6.000	\$22,800.00	1.000	\$3,800.00	7.000	\$26,600.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0099	SP	EACH	\$3,200.000	8.000	\$25,600.00	1.000	\$3,200.00	9.000	\$28,800.00
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INLET, TYPE J

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	8.000	\$25,600.00	1.000	\$3,200.00	9.000	\$28,800.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0104	SP	LFT	\$70.000	2,764.000	\$193,480.00	-186.000	-\$13,020.00	2,578.000	\$180,460.00
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FIBER OPTIC CONDUIT

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	2,764.000	\$193,480.00	-186.000	-\$13,020.00	2,578.000	\$180,460.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0106	SP	CYS	\$1,500.000	20.000	\$30,000.00	-0.300	-\$450.00	19.700	\$29,550.00

CONCRETE STEPS

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	20.000	\$30,000.00	-0.300	-\$450.00	19.700	\$29,550.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0108	SP	CYS	\$800.000	22.000	\$17,600.00	-0.667	-\$533.60	21.333	\$17,066.40
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FOOTING, PAVILION

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	22.000	\$17,600.00	-0.667	-\$533.60	21.333	\$17,066.40
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0121	SP	SFT	\$8.000	12,853.000	\$102,824.00	-80.000	-\$640.00	12,773.000	\$102,184.00
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SIDEWALK, CONCRETE, MODIFIED

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	12,853.000	\$102,824.00	-80.000	-\$640.00	12,773.000	\$102,184.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0123	502-06999	SFT	\$30.000	400.000	\$12,000.00	-2.740	-\$82.20	397.260	\$11,917.80
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CONCRETE PAVEMENT, 8 IN.

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	400.000	\$12,000.00	-2.740	-\$82.20	397.260	\$11,917.80
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0124	605-06125	LFT	\$56.000	808.000	\$45,248.00	-32.700	-\$1,831.20	775.300	\$43,416.80
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CURB, CONCRETE, MODIFIED

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	808.000	\$45,248.00	-32.700	-\$1,831.20	775.300	\$43,416.80		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0125	SP	LFT	\$42.000	3,855.000	\$161,910.00	-819.840	-\$34,433.28	3,035.160	\$127,476.72
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CONCRETE CONTAINMENT CURB, 8 IN.

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	3,855.000	\$161,910.00	-819.840	-\$34,433.28	3,035.160	\$127,476.72
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0126	SP	LFT	\$125.000	60.000	\$7,500.00	-6.250	-\$781.25	53.750	\$6,718.75
CONCRETE CONTAINMENT CURB, 12 IN.									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	60.000	\$7,500.00	-6.250	-\$781.25	53.750	\$6,718.75		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0128	SP	SFT	\$42.000	1,470.000	\$61,740.00	-88.210	-\$3,704.82	1,381.790	\$58,035.18
UNIT PAVER, TYPE 1 (PEDESTRIAN)									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	1,470.000	\$61,740.00	-88.210	-\$3,704.82	1,381.790	\$58,035.18
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0136	604-12083	SFT	\$100.000	464.000	\$46,400.00	33.000	\$3,300.00	497.000	\$49,700.00
DETECTABLE WARNING SURFACE									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	464.000	\$46,400.00	33.000	\$3,300.00	497.000	\$49,700.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0160	SP	SYS	\$36.000	709.000	\$25,524.00	-250.000	-\$9,000.00	459.000	\$16,524.00
TURF, SOD									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	709.000	\$25,524.00	-250.000	-\$9,000.00	459.000	\$16,524.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0171	SP	CYS	\$100.000	180.000	\$18,000.00	-10.000	-\$1,000.00	170.000	\$17,000.00
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MULCH, HARDWOOD

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	180.000	\$18,000.00	-10.000	-\$1,000.00	170.000	\$17,000.00		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0172	SP	LFT	\$2.000	638.000	\$1,276.00	-638.000	-\$1,276.00	0.000	\$0.00
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LANDSCAPE EDGE, SPADE

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	638.000	\$1,276.00	-638.000	-\$1,276.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0178	SP	TON	\$3.500	18,595.000	\$65,082.50	-1,470.000	-\$5,145.00	17,125.000	\$59,937.50
CONTAMINATED SOILS, STOCKPILE									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	18,595.000	\$65,082.50	-1,470.000	-\$5,145.00	17,125.000	\$59,937.50		
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0179	202-05546	TON	\$23.000	1,648.000	\$37,904.00	-1,648.000	-\$37,904.00	0.000	\$0.00
REGULATED MATERIALS, DISPOSE, TYPE C									

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	1,648.000	\$37,904.00	-1,648.000	-\$37,904.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0180	202-05551	TON	\$25.000	1,648.000	\$41,200.00	-1,648.000	-\$41,200.00	0.000	\$0.00

REGULATED MATERIALS, REMOVE, TYPE C

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
RES 23-42	1,648.000	\$41,200.00	-1,648.000	-\$41,200.00	0.000	\$0.00	0.000	\$0.00
Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0181	202-05556	TON	\$45.000	1,648.000	\$74,160.00	-1,648.000	-\$74,160.00	0.000	\$0.00
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REGULATED MATERIALS, TRANSPORT, TYPE C

Reason: Balancing Change Order

Funding Details

2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	1,648.000	\$74,160.00	-1,648.000	-\$74,160.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0182	203-02010	CYS	\$200.000	201.790	\$40,358.00	14.930	\$2,986.00	216.720	\$43,344.00
EXCAVATION, ROCK									
Reason: Balancing Change Order									
Funding Details									
			2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	201.790	\$40,358.00	14.930	\$2,986.00	216.720	\$43,344.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0183	808-75998	EACH	\$60.000	3.000	\$180.00	-3.000	-\$180.00	0.000	\$0.00
RAISED PAVEMENT MARKER									
Reason: Balancing Change Order									
Funding Details									
			2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	3.000	\$180.00	-3.000	-\$180.00	0.000	\$0.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0184	SP	EACH	\$200.000	62.000	\$12,400.00	-6.000	-\$1,200.00	56.000	\$11,200.00
SITE FURNISHING ANCHOR									
Reason: Balancing Change Order									
Funding Details									
			2nd St Storm Sewer, CO #42	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			B-Line, CO #37	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CO #30, Repair Paving	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Not Used	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			RES 23-42	62.000	\$12,400.00	-6.000	-\$1,200.00	56.000	\$11,200.00
			Tree Grates, CO #27	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
73 items			Totals		\$4,273,015.49		-\$281,421.40		\$3,991,594.09

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
RES 23-42	\$13,373,284.90	\$13,909,451.57	-\$232,530.54	\$13,676,921.03
Not Used	\$0.00	\$0.00	\$0.00	\$0.00
CO #30, Repair Paving	\$0.00	\$14,620.00	-\$14,620.00	\$0.00

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Tree Grates, CO #27	\$0.00	\$44,744.98	\$0.00	\$44,744.98
B-Line, CO #37	\$0.00	\$6,814.86	-\$2,810.86	\$4,004.00
2nd St Storm Sewer, CO #42	\$0.00	\$33,047.38	-\$31,460.00	\$1,587.38
6 fund packages	\$13,373,284.90	\$14,008,678.79	-\$281,421.40	\$13,727,257.39

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

_____	_____	_____
Engineer	Contractor	Board of Public Works
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date

Doc Express® Document Signing History

Contract: Hopewell Phase I East Infrastructure Document: Change Order #48,
Balancing Change Order

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
01/23/2026	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
01/26/2026	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Engineer Reviewed)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	49
Status	Pending
Date Created	01/16/2026
Type	Other
Summary	Incentive Days
Change Order Description	<p>The contract had a completion date of October 31st, 2024. The contract contained a provision that, for each day the contractor completed the job prior to October 31st, 2024, an incentive of \$2,200.00 would be paid. The contract also provides that, for work that is materially changed, additional days will be added to the completion date in accordance with 104.02. In total, the project contained the following changes that added work days to the contract.</p> <ul style="list-style-type: none">• CO #15, 4 additional days• CO #17, 3 additional days• CO #22, 6 additional days• CO #26, 4 additional days• CO #27, 2 additional days• CO #30, 3 additional days• CO #31, 3 additional days• CO #32, 2 additional days• CO #33, 2 additional days

- CO #41, 1 additional day
- CO #42, 4 additional days
- CO #44, 1 additional day

These change orders added a total of 35 days to the completion date, bringing the revised completion date to December 5th, 2024. The Substantial completion date for the project was October 25th, 2024. Which give the contractor 41 days of incentive pay at \$2,200.00/day, for a total of \$90,200.00.

Due to errors in how the accounting software calculates days, this change order adds 27 days to the contract, setting the final incentive date to December 5th, 2024. The error was caused because on the above Change Orders, some of the additional days overlapped with other change order additional days. The additional days in the approved Change Orders must be sequential, not concurrent, as calculated by the software. The added days on this Change Order are an administrative fix to the software, and should not be added to the contract. As stipulated above, the total number of days added to the original completion date of October 31st, 2024, is 35, resulting in a revised completion date of December 5th, 2024. This Change Order will add one pay item to the contract for incentive payment.

Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$14,008,678.79
Change Order Amount	\$90,200.00
Revised Project Amount	\$14,098,878.79

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0530	109-90000	EACH	41.000	\$2,200.000	\$90,200.00
INCENTIVE DAYS					

Reason: Contract incentive days for early completion.

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
			Funding Details		
		RES 23-42	41.000	\$2,200.000	\$90,200.00
1 item					Total: \$90,200.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
RES 23-42	\$13,373,284.90	\$13,909,451.57	\$90,200.00	\$13,999,651.57
Not Used	\$0.00	\$0.00	\$0.00	\$0.00
CO #30, Repair Paving	\$0.00	\$14,620.00	\$0.00	\$14,620.00
Tree Grates, CO #27	\$0.00	\$44,744.98	\$0.00	\$44,744.98
B-Line, CO #37	\$0.00	\$6,814.86	\$0.00	\$6,814.86
2nd St Storm Sewer, CO #42	\$0.00	\$33,047.38	\$0.00	\$33,047.38
6 fund packages	\$13,373,284.90	\$14,008,678.79	\$90,200.00	\$14,098,878.79

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/08/2024	27.0 Days	12/05/2024
Substantial Completion Date				
Reason: Administrative software fix				
1 time limit				

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Hopewell Phase I East Infrastructure Document: Change Order #49, Incentive Days

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
01/23/2026	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
01/26/2026	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Engineer Reviewed)
	(Funding Approved)



Board of Public Works Staff Report

Project/Event: Acceptance of Public Improvement Bond for Renwick Phase 3 Subdivision
Petitioner/Representative: Todd Borgman - Smith Design Group
Staff Representative: Maria McCormick
Date: March 10, 2026

Report:

The petitioner is requesting acceptance of a Public Improvement Bond for the subdivision of Renwick Phase 3. The proposed subdivision creates five (5) lots from two (2) previously platted lots. The subdivision received approval from the Plat Committee on March 9, 2026.

The public improvements required for this subdivision consist of the installation of three (3) street trees. The Public Improvement Bond is proposed in the amount of \$1,312.50. This bond will remain in effect until the required public improvements have been completed and formally accepted by the Board of Public Works, and a maintenance bond has been provided in accordance with BMC 20.06.060(c)(E)(iii).

Per BMC 20.06.060(c)(E)(iii)(6), the required public improvements must be completed no later than March 9, 2028.

No new City services are required as part of this subdivision. Cathcart Street, where the street trees will be planted, is an existing and accepted City right-of-way. Piazza Drive, located to the east of the subdivision, is a privately maintained street and will remain private.

RENWICK PHASE 3 AMENDMENT 1 TO LOTS 200 AND 201 SECONDARY PLAT
Plat Bond Estimate
Job No. 7011
SMITH DESIGN GROUP

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Site Items				
1	Street Trees	3	EA	\$350.00	\$1,050.00
Bond amount shown is for items yet to be completed.				Subtotal	\$1,050.00
				25% Bonding	\$262.50
				Total	\$1,312.50

LEGEND

- ✕ CHISELED 'X'
 - REBAR
 - △ MAG NAIL
-
- M MEASURED
 - P PLATTED
 - R RECORD
 - FRB FOUND REBAR
 - SRI SET REBAR
 - FIP FOUND IRON PIPE
 - FRS FOUND RAILROAD SPIKE
 - FMAG FOUND MAG NAIL
 - SMAG SET MAG NAIL
 - B/C BUILDING CORNER
 - FND FOUND
 - P.D.O. POSSIBLE DEED OVERLAP
-
- P.D.G. POSSIBLE DEED GAP
 - B.G. BELOW GRADE
 - A.G. ABOVE GRADE
 - R.W.M. RIGHT OF WAY MONUMENT
 - B.S.L. BUILDING SETBACK LINE
 - S.S.E. SANITARY SEWER EASEMENT
 - V.W. VARIABLE WIDTH
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - D & U.E. DRAINAGE AND UTILITY EASEMENT
 - A.E. ACCESS EASEMENT
 - A.D & U.E. ACCESS DRAINAGE AND UTILITY EASEMENT
-
- TULIP TREE (Liriodendron tulipifera), 2" CALIPER

ZONING INFORMATION

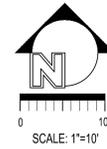
ZONED: PUD (38-07)
 SETBACKS: PER RENWICK LOT STANDARDS
 FRONT SETBACK: 1 FT
 SIDE YARD SETBACK: 4 FT
 REAR: N/A

OWNER/SUBDIVIDER

WININGER CONSTRUCTION INC.
 4801 S ARLINGTON AVENUE
 BLOOMINGTON, IN 47403
 PHONE: 812-327-6000
 PARCELS: 53-08-10-111-002.200-009 (LOT 200)
 53-08-10-111-002.201-009 (LOT 201)

ENGINEER/SURVEYOR

SMITH DESIGN GROUP
 1467 W ARLINGTON RD
 BLOOMINGTON, IN 47404
 PHONE 812-336-6536



**RENWICK PHASE 3
 AMENDMENT 1 TO LOTS 200 AND 201
 PRIMARY PLAT**

EASEMENT NOTES

- WATERLINE EASEMENT (WE)**
- (A) SHALL ALLOW THE EXCLUSIVE ACCESS FOR INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF POTABLE WATER FACILITIES.
 - (B) ENCROACHMENT BY OTHER UTILITIES IS PROHIBITED, UNLESS SUCH ENCROACHMENT IS APPROVED BY THE OWNERS.
 - (C) TREES AND STRUCTURES INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, RETAINING WALLS, SIGNS, AND LIGHT FIXTURES, SHALL NOT BE LOCATED WITHIN WATERLINE EASEMENTS.
 - (D) GRADING ACTIVITY SHALL BE PROHIBITED WITHIN WATERLINE EASEMENTS WITHOUT WRITTEN PERMISSION FROM OWNERS.
- PEDESTRIAN EASEMENT (PE)**
- (A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR USING SMALL MOTORIZED AND NON-MOTORIZED VEHICLES APPROVED BY THE CITY.
 - (B) GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
 - (C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE PEDESTRIAN EASEMENT.
- ACCESS EASEMENT (AE)**
- AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:
- (A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
 - (B) GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
 - (C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.
- UTILITY EASEMENT (UE)**
- (A) SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF UTILITY FACILITIES.
 - (B) PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA UNLESS AUTHORIZED BY THE CITY UTILITIES DEPARTMENT AND THE EASEMENT HOLDER(S).

GENERAL NOTES:

1. BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP 18105C0163D FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.
2. BASIS OF BEARING OF THIS PLAT IS THE PLAT BEARINGS FOR RENWICK PHASE 3 AS RECORDED IN THE PLAT THEREOF INST 200801267, PLAT CABINET D, ENVELOPE 87 IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
4. THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE BOUND BY ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.
5. NO EXPANSION OR IMPROVEMENTS ARE PERMITTED WITHOUT SITE PLAN APPROVAL. ANY SITE MODIFICATIONS WILL REQUIRE FULL COMPLIANCE MEETING THE CITY OF BLOOMINGTON UDO REQUIREMENTS AND SITE PLAN APPROVAL.

LEGAL DESCRIPTION

LOTS 200 & 201 OF RENWICK PHASE III FINAL PLAT RECORDED IN THE PLAT CABINET D, ENVELOPE 87 IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

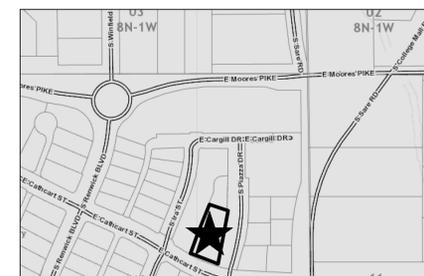
DATED: JANUARY 23, 2026

SCOTT P. PARDUE
 REGISTERED LAND SURVEYOR NO. 22300016
 STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (SCOTT PARDUE)

ADDRESS TABLE	
LOT NUMBER	ADDRESS
210	1580 SOUTH PIAZZA DRIVE
211	1572 SOUTH PIAZZA DRIVE
212	1550 SOUTH PIAZZA DRIVE
213	1542 SOUTH PIAZZA DRIVE
214	1534 SOUTH PIAZZA DRIVE



LOCATION MAP
 ★ PROJECT LOCATION

SMITH DESIGN GROUP
 CIVIL ENGINEERING - LAND SURVEYING
 1467 W Arlington Rd Bloomington, IN 47404
 (812) 336-6536 - smithdgroup.com
 Job:7011 Date:1/23/26 Page: 1/1

SERVICES AGREEMENT ADDENDUM
between the
CITY OF BLOOMINGTON
and
IVY TECH COMMUNITY COLLEGE

This addendum (the “Addendum”) supplements the Parties’ Skills training Master Services Agreement, executed by and between the City of Bloomington by and through its Board of Public Works, Parks Board of Commissioners, and Utilities Service Board (hereinafter referred to as “City”), and Ivy Tech Community College, (hereinafter referred to as “Service Provider”). NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **E-Verify**—Service Provider has executed an E-Verify affidavit, which is attached hereto as part of the **Exhibit A**. By signing this Agreement, Service Provider affirms that they remain compliant with the statements listed on the E-Verify Affidavit in **Exhibit A**.
2. **Non-Collusion**—Service Provider’s signature affirms that they have not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise 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.
3. **Indemnification**—Service Provider shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Service Provider and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Service Provider, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Service Provider’s knowledge or consent. Such indemnity shall include attorney’s fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
4. **Non-Discrimination**—Service Provider shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Service Provider believes that a City employee

engaged in such conduct towards Service Provider and/or any of its employees, Service Provider or its employees may file a complaint with the City Department head in charge of the Service Provider's work, and/or with the human resources department. 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.

☐ Signatures are on the following page. ☐

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Chancellor of the Contractor.
job title
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor 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 knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Docusign by:

3FF61799E859454...

 Signature

Erik Coyne

 Printed name

Skills Training Master Agreement

DATE	SERVICES PERFORMED BY:	SERVICES PERFORMED FOR:
	Ivy Tech Workforce & Careers ("ITCC") Ivy+ Career Link: Bloomington ("Career Link") 200 Daniels Way Bloomington, IN 47404	City of Bloomington (" Company ") 401 N. Morton Street Bloomington, IN 47404 Margie Rice

1. TERMS OF AGREEMENT

This agreement ("Agreement") sets forth the terms and conditions of the contract between Ivy Tech Community College ("ITCC"), through its Workforce and Careers division ("WC"), and City of Bloomington ("Company"), when booking any Ivy Tech Workforce & Careers custom or standard skills training courses, consultative services, or assessments delivery ("Services") as detailed and described on a Statement of Work ("SOW"). This Agreement is for the period of July 1, 2025 and ending **June 30, 2026**. Each SOW for the term of this Agreement will be issued under this Agreement and will be subject to the terms and conditions outlined and agreed to below unless explicitly agreed to in writing by ITCC and COMPANY (each individually a "Party" and, collectively, the "Parties").

2. PERFORMANCE

ITCC agrees to undertake and exert its best efforts to accomplish the Services within the dates agreed upon and the price outlined in relevant SOWs. ITCC employees and contractors will use their best efforts to conduct the Services in accordance with industry standards and will assign personnel with appropriate professional competence and training to perform the Services. ITCC employees may, in the performance of the Services, rely on published technical data, methodologies, scientific principles, and other information which it or they reasonably believe to be reliable, including information provided by COMPANY, and shall not be responsible for the consequences of any errors or deficiencies in such material.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

ITCC IS PROVIDING THE SERVICES "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ITCC MAKES NO, AND SPECIFICALLY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, NON-INFRINGEMENT, OR QUIET ENJOYMENT. ITCC's liability to



COMPANY for any act or omission of ITCC shall not exceed the amount of fees paid by COMPANY to ITCC pursuant to the SOW for the specific services performed by ITCC for COMPANY that gave rise to the liability.

4. CHARGES AND PAYMENTS

- A. COMPANY agrees to pay the charges associated with the Services, subject to the prices set forth for the services in each relevant SOW ("Service Fee"). ITCC will submit an invoice to COMPANY on or around the first day of the Services for the Service Fee and COMPANY agrees to pay any invoices within 30 days after their receipt. ITCC reserves the rights to discontinue the Services if COMPANY fails to pay any invoices within the time specified.
- B. ITCC will limit its expenditures for the Services to the amounts agreed upon in the SOW unless a revised Service Fee has been mutually agreed upon in writing by authorized agents of ITCC and COMPANY. ITCC reserves the right to amend its Service Fees during the term of this Agreement prior to performing work. ITCC will notify COMPANY of any such amendment to a Service Fee and such change will be reflected in a new SOW to be signed by both Parties prior to commencement of Services subject to the new Service Fee.

5. ADVERTISING OR PUBLICITY

- A. COMPANY may not use ITCC's name, logo, or other marks for advertising, sales promotion, or publicity purposes without the prior written approval of ITCC's Vice President for Marketing and Communications. ITCC project reports or other deliverables may not be publicly shared outside COMPANY's organization without prior written approval from ITCC.
- B. COMPANY allows ITCC to highlight its partnership with COMPANY for marketing purposes, which may include use of COMPANY'S name, overview of training provided to COMPANY and number of employees trained.

6. INTELLECTUAL PROPERTY

- A. As part of performing the Services, ITCC and/or COMPANY may utilize copyrighted or copyrightable material, proprietary software, methodologies, tools, specifications, ideas, knowledge, data, or other proprietary information that has been developed by ITCC or COMPANY, respectively (collectively, "ITCC Property" or "COMPANY Property"). ITCC and COMPANY acknowledge that ITCC Property and Company Property is and shall remain the exclusive property of ITCC and Company, respectively. Neither ITCC nor COMPANY shall do or fail to do any act, or assist any other party to do or fail to do any act, which would infringe either Party's or its personnel's rights in any of the ITCC Property or COMPANY Property, and neither shall contest the rights of ITCC or COMPANY in any of the ITCC Property or COMPANY Property. The Parties shall notify one another immediately if either Party becomes aware of any suspected infringement of the other Party's rights and provide reasonable cooperation to the other Party in relation to addressing the infringement.
- B. COMPANY and ITCC understand and agree that ITCC Property, COMPANY Property, materials, and information disclosed to ITCC and the COMPANY may contain confidential and protected information. COMPANY and ITCC consent that data, material, and information gathered based on discussions between

the Parties or disclosed by either Party to the other Party pursuant to Services provided under this Agreement will not be disclosed to or discussed with third parties without the prior written consent of the other Party.

7. PROPRIETARY INFORMATION

- A. The Parties agree to the following as it relates to proprietary information that may be exchanged during the performance of this Agreement:
1. "Proprietary Information" means this Agreement and any information disclosed by one Party to the other Party under this Agreement that (a) is marked or otherwise designated as "proprietary" by the disclosing Party; or (b) relates to ITCC Property or COMPANY Property; or (c) should reasonably be understood to be proprietary by the Parties due to industry standards.
 2. The Receiving Party will use Proprietary Information solely for the purpose of performing its obligations under this Agreement.
 3. The Receiving Party will hold Proprietary Information in strict confidence and agrees to not reveal the Proprietary Information to others without written permission of the Disclosing Party except to the extent that such information (a) is or becomes part of the public domain through no fault of the Receiving Party; (b) was known to the Receiving Party before disclosure by the Disclosing Party as established by documentary evidence; (c) is identical subject matter originally and independently developed by the Receiving Party's personnel without knowledge, use of, or access to any Proprietary Information of Disclosing Party as established by documentary evidence; (d) was disclosed to the Receiving Party without restriction by a third party having a right to make the disclosure.
 4. If information is required to be disclosed by law, regulation, or court order, including the State of Indiana's Access to Public Records Act, the Receiving Party will only disclose the information that, in the opinion of Receiving Party's legal counsel, it is required to disclose.
 5. Upon termination of this Agreement, the Receiving Party will promptly return or destroy, at the Disclosing Party's instruction and sole discretion, all Proprietary Information received from the Disclosing Party. The restrictions on use and disclosure of the Proprietary Information in this Agreement will remain in effect for three (3) years from the date of disclosure by the Disclosing Party.

8. TERMINATION

- A. Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) days' written notice via email or US mail. After ITCC's receipt of such notice, ITCC will terminate the Services and any work being performed pursuant to any SOW in effect at the time of termination. ITCC may also terminate the Services when expenditures reach any applicable maximum Service Fee agreed to by the Parties in the SOW unless COMPANY and ITCC establish a revised Service Fee and make a written modification to the SOW or establish a new SOW.
- B. If COMPANY terminates this Agreement fewer than 30 days prior to the scheduled first day of Services

pursuant to the SOW in effect, COMPANY will be responsible for reasonable charges actually incurred by ITCC in preparation for performance of this Agreement up to and including the day ITCC received the notice of termination.

9. RESCHEDULING REQUESTS

- A. If COMPANY requests to reschedule Services fewer than 90 days prior to the scheduled first day of Services pursuant to the SOW in effect, ITCC may charge a 10% non-refundable administrative fee to cover additional administrative costs associated with the rescheduling at its sole discretion. Such fee will not exceed \$500.
- B. ITCC cannot guarantee that requests to reschedule will be honored.
- C. Both Parties agree that due to the volume of trainings conducted by ITCC, last-minute scheduling changes have a significant impact on ITCC's operations and create administrative burden and expenses. Accordingly, the following may apply at ITCC's sole discretion:
 - 1. If COMPANY requests to reschedule Services ten (10) business days or more prior to the scheduled first day of the Services pursuant to the SOW in effect, no penalty will automatically apply.
 - 2. If COMPANY requests to reschedule Services between five (5) and nine (9) business days prior to the scheduled first day of the Services pursuant to the SOW in effect, COMPANY will be responsible for 50% of the cost of the Services as quoted on the SOW.
 - 3. If COMPANY requests to reschedule Services four (4) business days or fewer prior to the scheduled first day of the Services pursuant to the SOW in effect, COMPANY will be responsible for 100% of the cost of the Services as quoted on the SOW.

10. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the parties agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Indiana, or in federal court of competent jurisdiction in the Northern or Southern District of Indiana. Parties consent to the personal jurisdiction of such courts and waive any defense of *forum non conveniens*.

11. INDEMNIFICATION

Except to the extent otherwise limited or prohibited by applicable law, COMPANY shall, at its own expense, indemnify, defend and hold harmless ITCC and its affiliates and subsidiaries, and its and their respective employees, officers, directors and representatives (collectively, the "Indemnified Party"), from and against any and all losses, damages, expenses and fees (including reasonable attorneys' fees, fees and costs of court, fees and costs of enforcing any rights to indemnification under this Agreement, and the cost of pursuing any insurance providers) arising out of or in connection with any claims, demands, suits or actions brought by a third party (including, but not limited to, any employee of COMPANY participating in any training or other activity

contemplated by this Agreement or corresponding SOWs) against the Indemnified Party in connection with COMPANY's acts or omissions.

12. TERM

This Agreement is for **one fiscal year**, which Ivy Tech defines as **July 01, 2025** through **June 30, 2026**. The Effective Date of this Agreement is the last date of signature below, and it will run until the end of the fiscal year in which it is executed.

13. MISCELLANEOUS

- A. Neither Party may assign this Agreement or any portion thereof without the express written consent of the other.
- B. If the performance of any part of this Agreement is prevented or delayed by reasons of an act of God, act of war, act of terrorism, fire, governmental action, epidemic or pandemic, or any other cause beyond the performing Party's reasonable control, then that Party will be excused from performance for the length of the prevention or delay.
- C. The Parties enter this agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, or joint venture between them.
- D. If any term or condition of this Agreement is adjudged to be illegal, invalid, or inoperable, that illegality, invalidity, or inoperability shall not affect the remainder of this Agreement, its validity or enforceability.
- E. The failure of either Party to enforce a breach of this Agreement will not constitute a waiver of any future breach, whether similar or dissimilar in nature.
- F. The Parties agree that the terms and conditions of this Agreement and any related SOWs are controlling and constitute the entire understanding and agreement between the Parties regarding the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by both Parties.

[signature page to follow]

ACCEPTANCE

COMPANY DESIGNEE

Signature _____

Date _____

Name Margie Rice

Title Corporation Counsel

Phone 812-349-3426

Signature _____

Date _____

Name _____

Title: Board of Public Works Representative

Phone _____

Signature _____

Date _____

Name _____

Title Parks Board of Commissioners Representative

Phone _____

Signature _____

Date _____

Name _____

Title: Utilities Service Board Representative

Phone _____

ITCC WORKFORCE & CAREERS DESIGNEE

Signature _____

Date _____

Name Stephanie Weber

Title VP, Ivy+ Career Link

Phone (317) 605-8761



WORKFORCE & CAREERS DIVISION

Statement of Work

SERVICES PERFORMED BY:	SERVICES PERFORMED FOR:
Ivy Tech Workforce & Careers Division ("WC")	City of Bloomington
Date: February 26, 2026	

This statement of work is for:

- Training/Instruction
 Consulting Services
 Certification/Assessments
 Other

SCOPE OF WORK

Ivy Tech Community College – Workforce and Careers Division shall provide the following Project Specifications, issued under the Master Agreement previously signed by COMPANY outlining terms and conditions:

Project Name:	City of Bloomington: CDL-B Training
Project Description:	<p>Ivy Tech Community College will conduct the following training as requested and agreed upon. Training will be delivered at times and dates that accommodate client and instructor schedules.</p> <p>Driver Requirements:</p> <ul style="list-style-type: none"> -Must be 18 years old -Possess a valid Indiana Driver’s License for at least one year -Have an acceptable driving record -Pass DOT Physical and drug screen, obtain a DOT Medical Certification, and submit all five pages - depending on the class, these steps may be completed during the course. Instructor will provide specifics -English Proficiency demonstrated through TOEFL exam, if applicable -Acceptable criminal background check
Total Cost:	\$3,995 per student
Location:	Ivy Tech Community College Bloomington
Date(s) and time:	June 2025 - June 2026



ACCEPTANCE

This proposal is effective from June 26, 2025 TO March 9, 2026 and if accepted by City of Bloomington on or before that date by signature below and delivery to WC, shall become a contract between the parties subject to the conditions herein.

COMPANY DESIGNEE

Signature _____
Date _____
Name Margie Rice
Title Corporation Counsel
Phone 812-349-3426

ITCC WORKFORCE & CAREERS DESIGNEE

Signature _____
Date _____
Name Stephanie Weber
Title VP, Ivy+ Career Link
Phone (317) 605-8761

Signature _____
Date _____
Name _____
Title Board of Public Works Representative
Phone _____

Signature _____
Date _____
Name _____
Title Parks Board of Commissioners Representative
Phone _____

Signature _____
Date _____
Name _____
Title Utilities Service Board Representative
Phone _____

REGISTER OF PAYROLL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/6/2026	Payroll				782,641.16
					<u>782,641.16</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 782,641.16

Dated this 10th day of March year of 2026.

Elizabeth Karon, President	Kyla Cox Deckard, Vice President	James Roach, Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Amendment 3 to On-Call Engineering Services Contract with Rundell Ernstberger Associates

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 3/10/2026

Report: This is an existing contract with Rundell Ernstberger Associates (REA) to provide as-needed assistance with engineering services. This amendment increases the total contract amount to allow continued use of the contract to support various projects including design for resurfacing contracts supporting the Public Works Department. The total contract amount increases by \$100,000 for a new total not-to-exceed amount of \$404,143.60.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	<input type="text" value="Engineering"/>	Department Head Initials of Approval:	Andrew Cibor
Department Staff:	Neil Kopper	Responsible Attorney:	Aleks Pratt
Date:	<input type="text" value="Feb 24, 2026"/>	Legal Dept. Tracking Number:	26-189
Board Meeting Date:	<input type="text" value="Mar 10, 2026"/>	Resolution Number:	
Documents Link:	https://drive.google.com/drive/folders/10y2-OIYXw0g3esC2iRRklu6dXoP7pczP?usp=drive_link		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Rundell Ernstberger Associates	Service or Item Procured (Project)	On-Call Engineering Services (Amendment 3)
Total Dollar Amount of Contract:	\$404,143.60	Funding Source:	4402-07-070000-54310
Due for Signature:	<input type="text" value="Mar 10, 2026"/>	Expiration Date of Contract:	<input type="text" value="Dec 31, 2026"/>
Number of One-Year Renewals:	N/A	Record Destruction Date:	2027
Summary of Contract:	Provide as-needed assistance with engineering services. This amendment increases the total contract amount to allow continued use of the contract to support various projects including design for resurfacing contracts supporting the Public Works Department.		

PURCHASE JUSTIFICATION			
Procurement Method:	<input type="text" value="Not Applicable (NA)"/>	Number of Submittals:	1
Met City Requirements?	<input type="text" value="Yes"/>	Met Item or Need Requirements?	<input type="text" value="Yes"/>
List vendors and dollar amounts of solicitations?	REA was selected to perform these temporary, on-call services based on their unique expertise and familiarity with ongoing City projects.		
Were Vendor Presentations Requested?	<input type="text" value="No"/>	Contract Compliance Form Complete?	<input type="text" value="Yes"/>
W9/EFT Complete?	<input type="text" value="Yes"/>	Was the Scoring Grid Used	<input type="text" value="No"/>
Was the Lowest cost selected? (If 'No' then state why this Vendor was selected to receive the award and contract)	<input type="text" value="No"/> Engineering service contracts are selected using Qualifications-Based Selection rather than lowest cost selection.		
Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.			

**ADDENDUM 3 TO AGREEMENT FOR CONSULTING SERVICES
FOR ON-CALL ENGINEERING SERVICES
WITH RUNDELL ERNSTBERGER ASSOCIATES, INC.**

This Addendum supplements the Agreement for Consulting Services with Rundell Ernstberger Associates, Inc. (“Agreement”) for On-Call Engineering Services which was entered into on July 3rd, 2023, and supplemented through Addendum 1 on April 9th, 2024 and Addendum 2 on October 22, 2024 as follows:

1. **See Article 4. Compensation and Exhibit B Compensation**: Article 4 and Exhibit B list the total maximum cost of \$154,143.60. Article 4 and Exhibit B were amended by Addendum 2 to increase the total maximum cost by \$150,000 for a new total maximum cost of \$304,143.60. Article 4 and Exhibit B are hereby amended to increase the total maximum cost by \$100,000 for a new total maximum cost of \$404,143.60.
2. **See Exhibit C Project Schedule**: Exhibit C of this Agreement is hereby amended such that the Agreement shall remain in effect through December 31, 2026, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

Elizabeth Karon
President, Board of Public Works

Cecil Penland, PLA, ASLA
Partner

Date: _____

Date: _____

Kerry Thomson
Mayor

Date: _____

CONTRACT COMPLIANCE AFFIDAVIT

The following contract compliance requirements will be used to satisfy BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

I, Cecil Penland [Contractor], certify that Rundell Ernstberger Associates [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

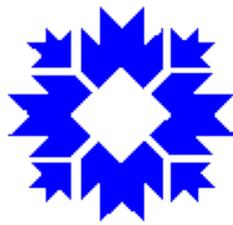
I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.



Signed/Title

2/18/2026

Date



**City of Bloomington
Human Rights Commission**

TO: **RUNDELL ERNSTBERGER ASSOCIATES**

EXPIRATION: **February 18, 2027**

Dear Board Members:

I have received a signed and dated contract compliance affidavit from **Rundell Ernstberger Associates** which is on file with the City Legal Department. I will retain a copy of the form in my files. Contract compliance affidavits are renewed on an annual basis.

Sincerely,

Anna Lamberti Holmes

Anna Lamberti Holmes
Assistant City Attorney

Cc: File
Bidder

Staff Report: Approve LPA-Consulting Contract with REA for Preliminary Engineering Services for the Downtown Curb Ramps Phase 5 Project

To: Board of Public Works

Petitioner or Representative: Engineering Department

Staff Representative: Neil Kopper

Event Date: N/A

Meeting Date: March 10, 2026

Re: Approve LPA-Consulting Contract with REA for Preliminary Engineering Services for the Downtown Curb Ramps Phase 5 Project

Summary

This project is expected to include curb ramp and crosswalk improvements along East 3rd Street and Atwater Avenue adjacent to the Indiana University campus. The project is programmed in the Metropolitan Planning Organization's Transportation Improvement Program for both design and construction. Rundell Ernstberger Associates (REA) was selected to perform design services for this project based on their response to a request for proposals. The contract is set at a total not-to-exceed amount of \$271,490. Construction of this project is anticipated in 2029.

Relevant Materials Included in Packet

- Contract Cover and Purchase Justification (CCPJ) Form
- Contract

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	<input type="text" value="Engineering"/>	Department Head Initials of Approval:	Andrew Cibor
Department Staff:	Neil Kopper	Responsible Attorney:	Aleks Pratt
Date:	<input type="text" value="Feb 24, 2026"/>	Legal Dept. Tracking Number:	26-190
Board Meeting Date:	<input type="text" value="Mar 10, 2026"/>	Resolution Number:	
Documents Link:	https://drive.google.com/drive/folders/1p26yGV3_eOxGnLkkqXKJIFm47j8wurGo?usp=drive_link		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Rundell Ernstberger Associates (REA)	Service or Item Procured (Project)	Preliminary Engineering Services for the Downtown Curb Ramps Phase 5 Project
Total Dollar Amount of Contract:	\$271,490.00	Funding Source:	4674-06-06007-54510
Due for Signature:	<input type="text" value="Mar 10, 2026"/>	Expiration Date of Contract:	<input type="text" value="Dec 31, 2029"/>
Number of One-Year Renewals:	N/A	Record Destruction Date:	01/01/2040
Summary of Contract:	Design and right of way services for curb ramp and crosswalk improvements along East 3rd Street and Atwater Avenue adjacent to the Indiana University campus.		

PURCHASE JUSTIFICATION			
Procurement Method:	<input type="text" value="Request for Proposal (R..."/>	Number of Submittals:	12
Met City Requirements?	<input type="text" value="Yes"/>	Met Item or Need Requirements?	<input type="text" value="Yes"/>
List vendors and dollar amounts of solicitations?	Engineering service contracts are selected using Qualifications-Based Selection rather than lowest cost selection.		
Were Vendor Presentations Requested?	<input type="text" value="No"/>	Contract Compliance Form Complete?	<input type="text" value="Yes"/>
W9/EFT Complete?	<input type="text" value="Yes"/>	Was the Scoring Grid Used	<input type="text" value="Yes"/>
Was the Lowest cost selected? (If 'No' then state why this Vendor was selected to receive the award and contract)	<input type="text" value="No"/> Engineering service contracts are selected using Qualifications-Based Selection rather than lowest cost selection.		
Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.			

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____ (“Effective Date”) by and between CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and RUNDELL ERNSTBERGER ASSOCIATES (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 2500479

Project Description: Downtown Curb Ramps Phase 5

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) 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 December 31, 2029. 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 under this Contract shall not exceed **\$ 271,490.00.**

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, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. 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, INDOT and/or FHWA 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 and INDOT 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. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. 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 INDOT 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. (INDOT'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. (INDOT'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. (INDOT'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 Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’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 or INDOT 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, or INDOT 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 or INDOT 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 or INDOT 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.

13. 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 13. 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.

14. 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 14.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 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.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 14.B.i. through 14.B.v. above.

15. **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.

16. **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.

17. **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.
18. **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 to INDOT 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.
19. **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.
20. **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.
21. **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 both the LPA and INDOT as insureds on any 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 name 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 name 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.

22. **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.

23. **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:

Neil Kopper, Senior Project Engineer
City of Bloomington
401 North Morton Street, Suite 130
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Patrick Dierkes
Rundell Ernstberger Associates
618 East Market Street
Indianapolis, IN 46202

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.

24. **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.
25. **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". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **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.

28. **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
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **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.
30. **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:
31. **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.
32. **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.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **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.

35. 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 13). 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.

36. **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.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, 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.
38. **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.
39. **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.
40. **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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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
RUNDELL ERNSTBERGER
ASSOCIATES**

LOCAL PUBLIC AGENCY

Signature

Cecil Penland, Partner

Signature

Elizabeth Karon, Board of Public Works President

Attest:

Signature

Margie Rice, Corporation Counsel

Signature

Patrick Dierkes, Director of Engineering

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

Project Description: Project consists of pedestrian curb ramp replacements; installation of crosswalk improvements such as curb bumpouts, raised crosswalks, median islands, or RRFBs; and other associated work.

The CONSULTANT shall be responsible for performing the following activities:

SEE ATTACHED PROPOSAL AND SPREADSHEET – “APPENDIX A – SCOPE AND HOUR JUSTIFICATION”

RUNDELL ERNSTBERGER ASSOCIATES

Neil Kopper, PE

Senior Project Engineer

City of Bloomington

koppem@bloomington.in.gov

**Re: Downtown Curb Ramps Phase 5 | Preliminary Engineering & Right-of-Way Services
Des # 2500479
City of Bloomington, IN**

February 13, 2026

Dear Neil:

Rundell Ernstberger Associates (REA) is pleased to submit the following proposal for preliminary engineering and right-of-way services for the Downtown Curb Ramps Phase 5 project for the City of Bloomington (City). We are grateful for the opportunity to build on our long-term partnership with the City to prepare design, construction, and right-of-way documents for the fifth phase of accessibility improvements in downtown Bloomington. This proposal includes a brief project description, our understanding of the project, proposed scope of services, anticipated timeline, and proposed compensation based on our discussions about the project.



PROJECT DESCRIPTION

The Downtown Curb Ramps Phase 5 project seeks to improve pedestrian crossings at non-signalized intersections along Atwater Avenue and East 3rd Street between Indiana Avenue and High Street. The pedestrian crossings may include enhancements to alert drivers to crosswalk locations like raised crossings, signage, and rectangular rapid flashing beacons. Changes to the roadway geometry will require storm sewer modifications to maintain drainage paths. The project will explore storm sewer modifications including green infrastructure. The project is federally funded and bid through INDOT requiring formal Stage 3 and Final Tracing submissions.

PROJECT UNDERSTANDING

Based on our discussions, we have the following understanding of the project.

1. The City seeks preliminary engineering and right-of-way services for the design and implementation of crosswalk enhancements at non-signalized intersections along Atwater Avenue and East 3rd Street between Indiana Avenue and High Street.
2. The project construction budget is approximately \$835,000.
3. Right-of-way acquisition will be completed with local funds allowing for the purchase of property at-risk prior to INDOT approval of the environmental documentation.
4. The City has identified eleven potential intersections during the initial scoping discussions. The first task of the project will be evaluation and preliminary design at each intersection to identify the preferred intersections based upon project timeline and budget.
5. It is anticipated five or six preferred intersections will be selected. After selection the project will proceed with survey, environmental documentation, and construction documents for the selected intersections.
6. The project may include improvements to transit stops along the corridor and will require coordination with Bloomington Transit (BT) and Indiana University (IU) Campus Bus service.
7. The project corridor has limited stormwater infrastructure. City of Bloomington Utilities (CBU) has expressed interest in funding green infrastructure improvements to address stormwater issues at project improvement locations.

8. REA will serve as the prime consultant to the City, providing engineering services for the project. REA will manage and coordinate the services of the subconsultants below. The contract includes allowances for services from each of the subconsultants. Each subconsultant will provide an updated proposal once the preferred intersections are selected.
 - a. Bledsoe Riggert Cooper James (BRCJ) – topographic surveying & right-of-way exhibits
 - b. Metric Environmental – environmental documentation
 - c. GAI Consultants – Project Management for Acquisition Services
 - d. Courtland Title & Escrow – Title Research
 - e. Todd Taylor – Buyer
 - f. Monroe-Owen Appraisals – Appraisals
 - g. First Appraisal Group – Appraisals
9. The INDOT project letting is scheduled for October 12, 2028.

SCOPE OF SERVICES

Based on the above understanding of the project, we propose the following scope of services to accomplish the project goals:



1. **Topographic Survey & Right-of-Way Acquisition Exhibits:** A topographic survey of the project area will be provided by REA’s subconsultant. The survey will include the delineation and location of all existing surface improvements, above and below ground utilities, and existing grades. The contract allowance provides for survey services at six (6) intersections and right-of-way acquisition exhibits for four (4) parcels per intersection. The scope and fee will be refined after intersection selection.
2. **Environmental Documentation:** An environmental investigation of the project area will be provided by REA’s subconsultant. The provided contract allowance provides for a Red Flag Investigation, Agency Early Coordination, Site Visit, Historical Architecture Investigation, Standard Section 106 Investigation, Phase Ia Archaeological Investigation, Historic Property Report, Effects Report, Finding of Effect, and Categorical Exclusion Level 1 document. The scope of the environmental documentation may change depending on the selected improvement locations and scope.
3. **Right-of-Way Acquisition Services:** REA will utilize subconsultants for right-of-way acquisition services. The services provided in the contract allowance are based upon INDOT’s 2026 Real Estate Services Fee Schedule. The service included in the allowance are detailed below:
 - a. **Title Research:** Perform 20-year title search, per INDOT’s minimum standards, and provide copies of all documentation. Assumed acquisition from ten (10) parcels.
 - b. **Appraisal Problem Analysis (APA):** APA per the INDOT Real Estate Division Manual. Assume five (5) parcels will require APAs. It is assumed the other five (5) parcels will waive their rights to appraisal.
 - c. **Appraisal:** Appraisals shall be completed in accordance with INDOT Real Estate Division Manual. For the five (5) parcels not waiving their rights to appraisal it is assumed two (2) will be Value Finding and three (3) will be Short Form.
 - d. **Review Appraisal:** Matching the appraisals it is assumed two (2) will be Value Finding and three (3) will be Short Form.
 - e. **Buying Services:** It is assumed five (5) parcels will require acquisition.
 - f. **Recording Services:** It is assumed ten (10) parcels will require recording.
 - g. **Parcel Staking:** Parcel staking will be provided by BRCJ under their per intersection allowance.

4. Location Assessment:

Scope of services for the Location Assessment are detailed in the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. The services include proposed improvement layouts drafted on aerials for each location identified during project scoping and field verification of dimensions to ensure proposed layouts meet design requirements. A plan set submission will be provided to the City with a cost opinion per location and field review of the proposed design. Additional work of this phase will include assistance with location selection and coordination with environmental consultants regarding permitting paths for each location.

5. Stage 1 Plan Set

Scope of services for the Stage 1 Plan Set are detailed in the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. The services include rectifying the proposed layouts from the aerials to the topographic survey and creating standard plan sheets meeting INDOT's plan requirements. REA will coordinate with CBU for storm sewer and green infrastructure design. Work of this phase will also include coordination with BT and IU regarding potential bus stop improvements and other impacts to their routes and facilities, and environmental and utility coordination. REA will provide a plan set submission to the City with a respective cost opinion per location and conduct a field review of the proposed design.

6. Stage 2 Plan Set

Scope of services for the Stage 2 Plan Set are detailed in the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. The services include refinement of the plan set per City of Bloomington comments and additional plan updates per INDOT's plan requirements. Work will include continued coordination with CBU, BT and IU and continued environmental and utility coordination. REA will provide a plan set submission to the City with cost opinion per location and conduct a field review of the proposed design. Right-of-way needs will be identified and right-of-way exhibits will be prepared during this stage of design.

7. Stage 3 Plan Set

Scope of services for the Stage 3 Plan Set are detailed in the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. The services include refinement of the plan set per City of Bloomington comments and additional plan updates per INDOT's plan requirements. Work will include continued coordination with CBU, BT and IU, and continued environmental and utility coordination. REA will provide a plan set submission to the City with cost opinion per location and conduct a field review of the proposed design. This stage includes formal submission to INDOT through ERMS and a cost estimate entered in CES.

8. Final Tracing Plan Set

Scope of services for the Final Tracing Plan Set are detailed in the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. The services include refinement of the plan set per City of Bloomington comments and additional plan updates per INDOT's plan requirements. Work will include continued coordination with CBU, BT and IU, and continued environmental and utility coordination. REA will provide a plan set submission to the City with cost opinion per location and conduct a field review of the proposed design. This stage includes formal submission to INDOT through ERMS and a cost estimate updated in CES.

9. Permitting/Approvals

REA does not anticipate a Construction General Stormwater Permit through IDEM will be required since disturbance limits are expected to be below the one (1) acre threshold. Initial coordination with CBU indicates the project would be exempt per Bloomington Municipal Code Section 13.08.020(b)(3)(c).

10. Bidding Support

Scope of services for the Bidding Support are detailed in the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. REA assumes attendance at a pre-bid meeting, responding to contractor questions, and reviewing the bid results.



11. Construction Administration

Scope of services for Construction Administration are detailed in the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. These services will be provided on an hourly basis. The anticipated services include attendance at a pre-construction meeting, response to RFIs, shop drawing review, attendance at progress meetings, and site visits.

SCHEDULE

We understand the City has the project scheduled for the October 12, 2028 INDOT Letting. We anticipate the following preliminary timeline for completion of services, dependent upon client and agency review time:

Task	Completion
Location Assessment	April 2026
Stage 1 Plan Set	July 2026
Stage 2 Plan Set	March 2027
Right-of-Way Clear	October 2027
Environmental Clear	December 2027
Stage 3 Plan Set	February 18, 2028*
Final Tracing Plan Set	June 19, 2028*

*Dates Set by INDOT based upon 10/12/2028 Letting



COMPENSATION

Based on the above project understanding, scope of services, and schedule, REA proposes fees per the Preliminary Engineering Hour Justification/Fee Estimate in Attachment B. Services will be billed through Bidding Support as a Lump Sum, Construction Administration services will be billed as Hourly, and Allowances will be billed as Lump Sum, Not-to-Exceed.

- Services will be invoiced monthly on a percentage complete basis plus reimbursable expenses with payment due 30 days from the date of the invoice. Fees will not be exceeded without prior written approval from the City of Bloomington.
- Additional services requested beyond those specified herein will be billed per REA’s hourly rates as provided in Attachment C or on a negotiable basis. Such services will be performed only when authorized in writing by the City of Bloomington.
- All project documents and submittals, including final bid documents, will be prepared and made electronically; no hard copy printing or reproductions are included.

ADDITIONAL SERVICES:

The following services are not included in the above scope of services and fees for this project. If required, these services shall be provided if authorized through an approved amendment of this agreement by the City. Additional services will be billed per REA’s hourly rates as provided in Attachment C or on a negotiable basis.

- Field surveying beyond that specified herein
- Design of additional utilities such as telecommunications, steam, cable television, telephone, fiber-optics, natural gas, and other utilities not specified herein
- Design of underground storage as a stormwater quantity control measure
- Hydrologic and Hydraulic Analysis of off-site storm sewer systems

APPENDIX A - SCOPE AND HOUR JUSTIFICATION

Bloomington Downtown Curb Ramps Ph5, p. 5 of 5

- Preparation of utility relocation plans required due to conflicts between existing utility infrastructure and proposed site infrastructure
- Design of specialty utility structures - such as lift stations, flow splitters, cast-in-place/custom manholes, air release valves, fire service vaults, etc.) - beyond the basic utility infrastructure (piping, valves, manholes).
- Subsurface Engineering to locate the true depth/elevation and exact horizontal location of buried utilities
- Irrigation design services
- Specialty consultants or design features, such as public art, architecture, water features, signage/wayfinding, etc.
- Public right-of-way improvements beyond those indicated herein
- Attendance at and performance of notification for public hearings
- Preparation and submittal of permits for agency review and approval beyond those specified herein
- Permit filing and review fees
- Changes to the project design, documents, or scope of work after receipt of owner approval for each stage of design
- Significant additions or deletions to the stated project scope of work or construction budget
- Owner-initiated changes in the scope of work after commencement of construction documents or during the construction period
- Extensive delays in the project timeline due to conditions beyond the control of REA
- Preparation of additional site design concepts
- Preparation of Bid Alternates and Bid Packages beyond those specified herein
- Processing, review of RFI's, ASI's, and PR's beyond those specified herein



Neil, 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 partnership with the City of Bloomington.

Respectfully,

A handwritten signature in black ink, appearing to read 'Patrick Dierkes', is written over a light blue horizontal line.

Patrick Dierkes, PE

pdierkes@reasite.com / 317.319.8585

Attachments: Preliminary Engineering Hour Justification/Fee Estimate



**DOWNTOWN CURB RAMPS PHASE 5 | Bloomington, IN | Attachment A:
Preliminary Engineering Hour Justification/Fee Estimate - 02/13/2026**

TASKS	REA		
	PM	EIT	PIC
	Patrick Dierkes		Cecil Penland
Project Management			
External Meetings	4	4	2
Internal Meetings	8	8	4
Project Setup	6		2
Subconsultant Management	8		4
INDOT Quarterly Reports - Assist LPA	4		
Pre-Bid Meeting			
Location Assessment			
Create Aerial Based Plan Sheets	4	8	
Location Field Review	8	8	
Preliminary Layout Drafting	8	16	
Field Verification of Layout	8		
Compile Plan Set for City Review	4	8	
Cost Opinion	2	8	
City Review Meeting/Field Visit	2	4	
Environmental Coordination	4		
QA/QC Submission	4		2
Stage 1 Plan Set			
Rectify Plans to Survey	4	8	
Create Title Sheet & Index Sheet	2	6	
Create Detail Sheets	2	8	
Create Curb Ramp Detail Sheets	8	12	
Utility Coordination	4	12	
Environmental Coordination	4	2	
Storm Sewer Design	6	8	
Green Infrastructure Design	8	12	4
CBU Coordination	4		
BT Coordination	4		
IU Coordination	4		
Compile Plan Set for City Review	4	8	
Cost Opinion	2	8	
QA/QC Submission	6		4
City Review Meeting/Field Visit	2	4	
Stage 2 Plan Set			
Refine Title Sheet & Index Sheet		2	
Refine Detail Sheets	2	8	
Refine Curb Ramp Detail Sheets	6	16	
Create Erosion Control Sheets	2	6	
Create Road Summary Sheets	2	8	
Create Marking and Signing Sheets	2	8	
Utility Coordination	2	8	
Refine Storm Sewer Design	2	6	
Refine Green Infrastructure Design	6	12	2
CBU Coordination	4		
BT Coordination	2		
IU Coordination	2		
Environmental Coordination	4		
Right-of-Way Plan Coordination	4	4	
Create MOT Sheets	2	8	
Compile Plan Set for City Review	2	8	
Cost Opinion	2	8	
QA/QC Submission	6		4
City Review Meeting/Field Visit	2	4	
Stage 3 Plan Set			
Refine Title Sheet & Index Sheet		1	
Refine Detail Sheets		4	
Refine Curb Ramp Detail Sheets	6	8	
Refine Erosion Control Sheets		2	
Refine Road Summary Sheets		2	

Refine Marking and Signing Sheets		6	
Utility Coordination	4	8	
Right-of-Way Plan Coordination	2	4	
Refine Storm Sewer Design	2	4	
Refine Green Infrastructure Design	2	6	
CBU Coordination	2		
BT Coordination	1		
IU Coordination	1		
Environmental Coordination	2		
Refine MOT Sheets	2	6	
Compile Plan Set for City Review	2	8	
Cost Opinion	2	8	
City Review Meeting/Field Visit	2		
Project Commitments Report	2		
Contract Preparation Document Summary Worksheet	2		
Design Computations	1	4	
Geotechnical Waiver	1		
Level One Checklists & Design Calcs	1	2	
Proprietary Materails	1	2	
Quantity Calculations	1	2	
Railroad Coordination Certification	0.50	1	
Right-of-Way Certification	1		
Special Provisions	1	2	
Unique Special Provisions	1	1	
Transmittal Letter	0.50	1	
Utility Coordination Certification	1	1	
Utility Relocation Plans	1	3	
CES - Cost Estimate INDOT System	2	4	
PS&E Checklist	1	1	
ERMS Submittals Preparation	1	3	
QA/QC Submission	6		6
Final Tracing Plan Set			
Refine Title Sheet & Index Sheet		1	
Refine Detail Sheets		4	
Refine Curb Ramp Detail Sheets	2	8	
Refine Erosion Control Sheets		1	
Refine Road Summary Sheets		1	
Refine Marking and Signing Sheets		6	
Utility Coordination		2	
Refine Storm Sewer Design	2	4	
Refine Green Infrastructure Design	2	4	2
CBU Coordination	1		
BT Coordination	1		
IU Coordination	1		
Environmental Coordination	1		
Compile Plan Set for City Review	2	8	
Cost Opinion	2	6	
City Review Meeting/Field Visit	2		
Project Commitments Report	0.25		
Contract Preparation Document Summary Worksheet	0.25		
Design Computations	1	2	
Geotechnical Waiver	0.25		
Level One Checklists & Design Calcs	0.25		
Proprietary Materails	0.25		
Quantity Calculations	0.25	2	
Railroad Coordination Certification	0.25		
Right-of-Way Certification	0.25		
Special Provisions	0.25	1	
Unique Special Provisions	0.25	1	
Transmittal Letter	1		
Utility Coordination Certification	0.25		
Utility Relocation Plans	0.25	1	
CES - Cost Estimate INDOT System	1	2	
PS&E Checklist	0.25		
ERMS Submittals Preparation	1	2	
Stage 3 Response to INDOT Markups	1	4	
QA/QC Submission	6		4
Bidding Support			
Respond to Contractor Questions	4	6	
Bid Result Review			
Construction Administration			
Pre-Construction Meeting	2	4	
RFIs	8	12	
Shop Drawing Review	4	8	
Progress Meetings	14	20	

Site Visits	14	20	
<i>Labor Summary</i>			
Total Hours	323	482	40
Hourly Rate	\$158.18	\$91.71	\$176.21
Total Labor	\$51,131.69	\$44,158.37	\$7,048.40
			\$102,338.45
Expenses			
Total Mileage	15	560	336
* Mileage Rate	\$0.490	\$0.490	\$0.490
Total Mileage Cost	\$7.35	\$274.40	\$164.64
Printing/Office Supplies	\$300.00		
Total Expenses	\$307.35	\$274.40	\$164.64
			\$741.55
Total Labor + Expenses	\$51,439.04	\$44,432.77	\$7,213.04
REA Total	\$103,080.00		
PROJECT ALLOWANCES			
	UNIT PRICE	UNITS	
BRCJ Topo & ROW Docs (Per Intersection)	\$7,400.00	6	\$44,400.00
Metric Environmental Documentation (Lump Sum)			\$69,900.00
Right-of-Way Acquisition Documents			
ROW Engineering - Incl. in BRCJ			
ROW Management (Per Parcel)	\$1,405.00	10	\$14,050.00
Title Research (Per Parcel)	\$500.00	10	\$5,000.00
Appraisal Problem Analysis (Per Parcel)	\$295.00	5	\$1,475.00
Appraisal - Value Finding (Per Parcel)	\$2,205.00	2	\$4,410.00
Appraisal - Short Form (Per Parcel)	\$3,235.00	3	\$9,705.00
Review Appraisal - Value Finding (Per Parcel)	\$1,110.00	2	\$2,220.00
Review Appraisal - Short Form (Per Parcel)	\$1,550.00	3	\$4,650.00
Buying - Partical Acquisition (Per Parcel)	\$2,320.00	5	\$11,600.00
Recording (Per Parcel)	\$100.00	10	\$1,000.00
Parcel Staking - Incl. in BRCJ			
Project Total	\$271,490.00		

* Mileage Rate is based on the current INDOT Travel Reimbursement Rates

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing structures and roads within the project limits, if available.
4. All written views pertinent to the project that are received by the LPA.
5. Available data from the transportation planning process
6. Utility plans available to the LPA covering utility facilities throughout the affected areas
7. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
8. All legal services required for development of the project.
9. A point of contact authorized to review, approve, and make decisions on behalf of the LPA for the project.

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:

ESTIMATED PROJECT SCHEDULE

We understand the City has the project scheduled for the October 12, 2028 INDOT Letting. We anticipate the following preliminary timeline for completion of services, dependent upon client and agency review time:

Task	Completion
Location Assessment	April 2026
Stage 1 Plan Set	July 2026
Stage 2 Plan Set	March 2027
Right-of-Way Clear	October 2027
Environmental Clear	December 2027
Stage 3 Plan Set	February 18, 2028*
Final Tracing Plan Set	June 19, 2028*

*Dates Set by INDOT based upon 10/12/2028 Letting

APPENDIX "D"**COMPENSATION:**

Based on the above project understanding, scope of services, and schedule, REA proposes fees per the Preliminary Engineering Hour Justification in Attachment A. Services will be billed through Bidding Support as a Lump Sum, Construction Administration services will be billed as Hourly, and Allowances will be billed as Lump Sum, Not-to-Exceed.

Task	Fee	Billing Format
Survey	\$44,400.00	Allowance Not-to-Exceed
Environmental Documentation	\$69,900.00	Allowance Not-to-Exceed
ROW Management	\$14,050.00	Per Parcel Not-to-Exceed
Title Research	\$5,000.00	Per Parcel Not-to-Exceed
Appraisals	\$22,460.00	Per Parcel Not-to-Exceed
Buying	\$11,600.00	Per Parcel Not-to-Exceed
Recording	\$1,000.00	Per Parcel Not-to-Exceed
Design Services	\$89,825.00	Lump Sum
Construction Administration	\$12,510.00	Hourly Not-to-Exceed
Expenses	\$745.00	Actual Not-to-Exceed
TOTAL:	\$271,490.00	

- Services will be invoiced monthly on a percentage complete basis plus reimbursable expenses with payment due 30 days from the date of the invoice. Fees will not be exceeded without prior written approval from the City of Bloomington.
- Additional services requested beyond those specified herein will be billed per REA's hourly rates as provided in Attachment A or on a negotiable basis. Such services will be performed only when authorized in writing by the City of Bloomington.
- All project documents and submittals, including final bid documents, will be prepared and made electronically; no hard copy printing or reproductions are included.

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

January 21, 2026

Patrick Dierkes, PE

Dundell Ernstberger Associates

61 East Market Street

Indianapolis, IN 46202

Cell: 317-630-6000

pdierkes@reasite.com

RE: Bloomington Downtown Curbside Phase II Project and Curbing Proposal

Re: Dierkes

Bledsoe Riggert Cooper James LLC is pleased to submit the following proposal for land surveying services in support of the Bloomington Downtown Curbside Phase II project in Bloomington, Indiana.

We propose to provide topographic surveys of intersections along East Third Street and East Water Avenue as selected on the exhibit below. We also propose to prepare exhibits and legal descriptions for right of way acquisition for up to 4 parcels per intersection. Our topographic surveys will include the following services:

1. Locate isolated trees 4 inches in diameter and larger. Coded areas will be outlined and noted accordingly.
2. Locate visible surface utilities (risers, meters, valves, etc.) per observed above ground evidence and utilities marked on Indiana 11. Please note: we never utilities do not locate private lines or facilities. We never utilities do not locate service lines or all utilities when a survey is the purpose of the ticket.
3. Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities, including locations and sizes, need to be verified prior to construction efforts.
4. Overhead utilities will be identified as overhead without special investigation as to the type or nature.
5. This scope of work does not include private utility locates or utility location exploration (a excavation or potholing). These services can be provided for an additional fee.
6. Locate site improvements (headwalls, steps, walls, light poles, walls, curbs, building corners, etc.).
7. Provide contours of existing site conditions at 1-foot intervals.
8. Horizontal control will be based on NAD 83 Indiana State Plane Coordinates. Our feet vertical datum will be NAD 83 Curbside feet.
9. All distances will be provided as grid distances.
10. Provide a final 201 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 201 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.

We propose providing these services for **an estimated fee of \$7,400 per intersection**. Additional services can be provided based on the hourly rates below or an approved lump sum agreement.

Billings will be made on a net 30 days in proportion to the completed percentage of our work.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with you on this project. We ask that if this proposal is accepted, please sign and return a copy to our office as a confirmation of acceptance and notice to proceed.

Bloomington Downtown Curb Ramps

Please contact me if you have any questions or concerns regarding our proposal

Sincerely,

Accepted

Christopher L. Porter

Christopher Porter
Professional Surveyor

Signature

Date

Printed Name

Title

SURVEY EXHIBIT

Bloomington Downtown Curb Ramps Phase 5

Initial Locations of Evaluation:

- 1a) Fess Ave @ 3rd St
- 1b) Fess Ave @ Atwater Ave
- 2a) Midblock 800 E 3rd St
- 2b) Park Ave @ Atwater Ave
- 3a) Faculty Ave @ 3rd St
- 3b) Faculty Ave @ Atwater Ave
- 4a) Hawthorne Dr @ 3rd St
- 4b) Hawthorne Dr @ Atwater Ave
- 5) Eastside Dr @ 3rd St
- 6) Rose Ave @ 3rd St
- 7) Union St @ 3rd St

Anticipated Project Approach:

- REA will work with City to reduce locations to 5-6
- Survey will be initiated for the 5-6 locations
- Design will progress on the 5-6 locations
- Locations may be reduced after detailed design



FEE SCHEDULE (Effective November 1, 2024)

HOURLY RATES

Professional Surveyor	\$ 160.00
Professional Engineer	\$ 160.00
GIS Software Engineer	\$ 140.00
Surveyor / Project Engineer / Designer / Graduate Surveyor / Graduate Engineer	\$ 110.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 160.00
Surveying Technician / Engineering Technician /CAD Tech	\$ 100.00
GIS Analyst	\$ 90.00
Clerical	\$ 70.00

FEE SCHEDULE
(Effective January 1, 2027)

HOURLY RATES

Professional Surveyor	\$ 180.00
Professional Engineer	\$ 180.00
GIS Software Engineer	\$ 160.00
Surveyor / Project Engineer / Designer / Graduate Surveyor / Graduate Engineer	\$ 120.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 180.00
Surveying Technician / Engineering Technician /CAD Tech	\$ 120.00
GIS Analyst	\$ 110.00
Clerical	\$ 90.00

ESTIMATE

Boundary

<i>Research</i>	\$	70.00	3	\$	210.00
<i>Crew</i>	\$	160.00	4	\$	640.00
<i>Set Corners</i>	\$	160.00	0	\$	-
<i>Comps/Report</i>	\$	100.00	2	\$	200.00
<i>Easements/Description</i>	\$	100.00	2	\$	200.00
<i>Drafting</i>	\$	100.00	2	\$	200.00
<i>ALTA Easements</i>	\$	160.00	0	\$	-
<i>PS</i>	\$	160.00	1	\$	160.00
<i>Recording Fee</i>	\$	30.00	0	\$	-
<hr/>					
SUB TOTAL				\$	1,610.00

Topo

<i>811 Locates</i>	\$	100.00	2	\$	200.00
<i>Control</i>	\$	160.00	6	\$	960.00
<i>Topo</i>	\$	160.00	12	\$	1,920.00
<i>Inverts</i>	\$	160.00	3	\$	480.00
<i>Utilities</i>	\$	160.00	2	\$	320.00
<i>Flight</i>	\$	160.00	0	\$	-
<i>Post Process Photo</i>	\$	100.00	0	\$	-
<i>Align LiDAR To Be Processed</i>	\$	100.00	0	\$	-
<i>Post Process LiDAR</i>	\$	100.00	0	\$	-
<i>Field Check</i>	\$	160.00	4	\$	640.00
<i>Drafting</i>	\$	100.00	6	\$	600.00
<i>Review</i>	\$	160.00	2	\$	320.00
<i>PS Coordination</i>	\$	160.00	2	\$	320.00
<hr/>					
SUB TOTAL				\$	5,760.00

Engineering \$ -

Private Locator \$ -

3% Subcontractor Pass Through Fee \$ -

TOTAL = \$ 7,370.00

Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between Rundell Ernstberger Associates and the City of Bloomington Local Public Agency (LPA); DES number 2500479, Project Description: Downtown Curb Ramps Phase 5 ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21 (Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

For LPA:

Bledsoe, Riggert, Cooper James, INC.
Subconsultant Firm Name (Please Print)

Christopher Z. Porter, Professional Surveyor
Name/Title

_____ Name/Title

2-11-2026
Date

_____ Date



January 23, 2026 rev February 4, 2026

Patrick Dierkes, PE
Rundell Ernstberger Associates
618 East Market Street
Indianapolis, IN 46202

**RE: ENVIRONMENTAL SERVICES
CURB RAMPS PHASE 5 PROJECT
ELEVEN INITIAL LOCATIONS – EAST 3RD STREET AND EAST ATWATER AVENUE
CITY OF BLOOMINGTON, BLOOMINGTON AND PERRY TOWNSHIPS, MONROE COUNTY,
INDIANA
DES. NO. 2500479
METRIC JOB NO. 25-0542-41**

Dear Mr. Dierkes:

Metric Environmental, LLC (Metric) is pleased to submit our fee proposal to Rundell Ernstberger Associates (REA) to prepare and submit the environmental documentation for the above-listed project in downtown Bloomington, Monroe County, Indiana.

INTRODUCTION

It is our understanding that the initial phase will include narrowing down the 11 locations to approximately 5 to 6 locations for full design along East 3rd Street and East Atwater Avenue. The 11 initial locations are shown on the attached map, provided by REA.

It is our understanding that the project will include pedestrian curb ramp replacements; installation of crosswalk improvements such as curb bump outs, raised crosswalks, median islands, or Rectangular Rapid Flashing Beacons (RRFBs); and other associated work.

It is expected the project will acquire less than 0.50 acre of right-of-way.

SCOPE OF WORK

The proposed Scope of Work is to prepare the necessary Categorical Exclusion (CE) environmental documentation, waters determination/delineation, and permitting (if required) under the National Environmental Policy Act (NEPA), and Section 106 of the National Historic Preservation Act (NHPA) of 1966 (as amended) and its implementing regulations found at CFR 800 and associated Federal Highway Administration (FHWA) and Indiana Department of Transportation (INDOT) requirements.

Metric will require the following documents prior to commencing the Scope of Work:

- Engineers Report, Feasibility Study or similar
- Preliminary Project Design Plans/Construction limits – distance from edge of pavement
- Notice of Survey Letter and list of recipients, if applicable

A summary of the scope of work is provided below:

5.15 Red Flag Investigation

A Red Flag Investigation (RFI) will be conducted within 0.5-mile of the project area to determine if there are potential areas of concern utilizing the INDOT Site Assessment & Management (SAM) manual dated November 2021. The RFI includes a review of appropriate layers within the State of Indiana Geographical Information Office (GIO) Library. The RFI will be submitted to the INDOT SAM for their review of applicability and will be attached to the CE environmental document. A preliminary review of the ARCGIS for hazardous materials indicates there are no hazardous material concerns located within 0.50 mile of the project vicinity.

5.2 Agency Early Coordination

Initial project information will be gathered and summarized in an Early Coordination packet that will be distributed to the appropriate agencies as required by NEPA and the current *INDOT Categorical Exclusion Preparation Manual*. The packet will include project details and exhibits.

5.2 Site Visit

The team will conduct site visits to visually inspect the project area, take photographs, and conduct other various environmental studies, to include a PFC visit.

5.2 Informal Consultation for Bats

Metric will request INDOT Seymour District review of the USFWS database for Indiana bat and Northern long-eared bat roosting, hibernacula, and capture sites to determine if there are documented sites within 0.5-mile of the project area. Metric will complete Range-Wide Programmatic Informal Consultation for Indiana bat and Northern long-eared bat according to the most recent *User's Guide for Range-Wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat* and *Using the USFWS's Information for Planning and Consultation (iPaC) System for Listed Bat Consultation for INDOT Projects*. Metric will use the iPaC website to generate an official species list and will again utilize the iPaC website and coordinate with INDOT Seymour District to obtain a consistency letter and concurrence verification letter. A finding that the project requires formal consultation will necessitate an addendum to this proposal.

Section 106 Cultural Resources

5.10 Full Section 106 Investigation: – If the scope of work includes curb bumpouts, raised crosswalks and/or median islands, or if RFBs are to be installed within or adjacent to a historic property or historic district, and/or acquisition of right-of-way will required from historic properties or historic districts, then a standard Section 106 will be required. Under this option, Metric will complete all the necessary steps required for a Section 106 investigation per the INDOT Cultural Resources Office and Indiana SHPO. Below are the work items Metric will complete under this option.

5.10 Cultural Resources Early Coordination Letter/Consulting Parties' Coordination – This task includes preparing an Early Coordination Letter (ECL) with a preliminary project description, as well as maps, a shapefile, and a list of appropriate Consulting Parties (CPs) to be invited to participate in the Section 106

process. If the project takes place in previously disturbed soils the ECL will also include an archaeological overview.

The archaeological overview will involve a literature review to check the State Historic Architectural and Archaeological Research Database (SHAARD) files and other resources at the Indiana Department of Natural Resources – Division of Historic Preservation and Archaeology (DHPA) to determine if any investigations have been conducted within the study area, and if previously identified sites are located within the project area. The records check study area will extend 0.8 km (0.5 mi) surrounding the project area. Preliminary investigation indicates that there are no previously recorded archaeological sites within the vicinity of the project area.

The letter will be submitted to INDOT-CRO, and then distributed to the CPs, including the State Historic Preservation Office (SHPO), and uploaded to IN SCOPE. As Section 106 progresses, documents will be coordinated with identified CPs.

5.9 Phase Ia Archaeological Investigation (If required)— If potentially intact soils are to be impacted by this project as Phase Ia archaeological investigation will be required.

Metric will include an expanded discussion of the results of the literature review described above.

Because of the narrow nature of the project and the mapped soils a Phase Ic is not expected to be required. If Phase Ic deep testing is required, REA will be notified and a supplemental fee would be required.

A Phase Ia Archaeological survey cannot take place with frozen or snow-covered ground, as per the Indiana State Historic Preservation Office (SHPO) archaeological guidelines. A standard methodology for Phase Ia archaeological survey includes surface collection/survey and the excavation of shovel test probes (STP). Surface collection/survey occurs when there is at least 30 percent surface visibility and well weathered surface conditions, generally within agricultural fields. The area is examined via pedestrian survey, with transects spaced at no more than 10-m (32.8-ft.) intervals. When subsurface testing is needed, STPs are placed at 15-m (50-ft.) intervals along systematically spaced transects. In areas where sites are identified, the interval will be reduced to 5 m (16.4 ft.) to better defined site boundaries, artifact distributions, and to identify possible feature remnants. STPs will be 30 cm (12 inches (in.)) in diameter and extend to a depth to penetrate the subsoil by at least 5 cm (2 in.). Soil will be examined via screening through 0.64-cm (0.25-in.) mesh hardware cloth. Soil and sod will be replaced following the completion of the STP.

STP information will be recorded on standardized forms, with notes regarding soil color, texture, depth, inclusions, and artifact content. Photographs will be taken of the project area, sites encountered, and representative STPs. Archaeological sites identified during the survey will be mapped and photographed in the field, and GPS will be used to record locations. In addition, cultural artifacts encountered will be collected for analysis. If large numbers of artifacts, particularly historic artifacts, are encountered, or if large bulky artifacts are encountered, notes and photographs will be taken regarding the resources, but Metric personnel will use discretion in collecting these items.

It is assumed for the purposes of this proposal that all of the project areas will require STP survey, and that no more than 20 STPs will be needed. It will take two archaeologists one day to complete the fieldwork. It is also anticipated that no archaeological sites will be recorded and that only an

Archaeological Short Report (ASR) will be required for reporting the results. *If sites are identified or the agricultural fields cannot be pedestrian surveyed, a supplemental fee may be required.*

The Phase Ia Short Archaeological Report will summarize results of the literature review, will document results of fieldwork, and provide a summary of the natural and cultural setting of the project area.

If a site is located, artifacts collected during the survey will be taken to the laboratory for processing and analysis. Following artifact analysis, Metric will prepare a full archaeological report that meets the INDOT standards. This report will summarize the results of the literature review, will document the results of fieldwork, and provide a summary of the natural and cultural setting of the project area. Finally, the report will provide management recommendations regarding archaeological sites identified during the survey. *If a full report is required REA will be notified and a supplemental cost will be required.*

Notes, photographs, documentation, and artifacts will be curated at an accredited curatorial facility, such as the Indiana State Museum, pending donation by the landowner. Artifacts and notes will be processed to meet the standard for permanent storage at the accredited curatorial facility. If no sites are identified, Metric will retain the project documentation at their offices for a standard 7 years.

5.10 Historic Property Report (HPR) – Metric will conduct a literature review of the project area, as well as a field visit to record and document above-ground resources within the Area of Potential Effects (APE). Historic atlases and county histories will be consulted to provide background information regarding the development of the area, settlement patterns, and to provide a context for evaluating any resources recorded during the field investigation. A field investigation will document and photograph all resources more than 50 years in age. Information such as property type, building construction, materials, setting, and other details will be noted while in the field. As stated above, there are multiple resources within the project area that have already been identified as being eligible for listing in the National Register of Historic Places (NRHP).

A Qualified Professional (QP) historian from Metric will prepare a HPR that includes a proposed APE, a historic context, property evaluations for NRHP eligibility (if applicable), site photographs, and mapping, per Section 106 compliance guidelines. Along with the report, Metric will also prepare a distribution letter and email for consulting parties, as well as a shapefile of the APE. Metric will coordinate with INDOT-CRO for review of these documents. Upon the INDOT-CRO's approval Metric will upload the documents to INSCOPE and distribute them to consulting parties for their review and comment.

5.10 Effects Report – Since the project area contains NRHP eligible resources, a QP historian is required by the INDOT-CRO to prepare an Effects Report for distribution to the consulting parties, outlining the potential effects the project may have upon the historic property. Metric will prepare and coordinate this report, along with a distribution letter and consulting parties' email, with the INDOT-CRO for their review. Upon the INDOT-CRO's approval the Effects Report will be uploaded to IN SCOPE and distributed to CPs for their review and comment.

5.10 Finding of Effect – Metric will prepare the appropriate finding of effect and 800.11(e) documentation, public notice, distribution letter and email for submittal to INDOT-CRO. Upon that office's approval, Metric will upload the appropriate documents to IN SCOPE and will coordinate distribution of materials to CPs. Metric will also make arrangements for the publication of the public notice with the appropriate local newspaper. *Note: if a finding of "Adverse Effect" is found, or if*

additional tasks such as a consulting parties' meeting and mitigation efforts are necessary, Metric will coordinate with the client regarding a change order.

5.2 Categorical Exclusion / Environmental Documentation

The CE document includes gathering and documenting information applicable to the scope of the project and the resulting impacts to the natural and man-made environment.

This scope includes documentation and completion of up to a CE Level 1 document which would be reviewed and approved by INDOT Seymour District. If the scope of the project exceeds the INDOT established Categorical Exclusion for a CE Level 1 document, an addendum to this scope and fee would be necessary. The draft CE document will be submitted to the INDOT Seymour District for their review and approval.

ASSUMPTIONS

- The team assumes REA will provide plans with proposed project limits, existing and proposed alignments (with right-of-way shown), and maintenance of traffic diagrams.
- The team assumes aerial photographs depicting existing parcel outlines and ownership information can be obtained from the engineer or existing online GIS.
- Design Plans and Survey Information will be provided to Metric in AutoCAD or MicroStation format by others. Metric shall provide PDFs as their deliverable for plan sheets.
- Metric will require the Environmental Survey Limits prior to commencing the field reconnaissance.
- No relocations of people or businesses are planned during this project.
- It is assumed that new permanent and/or temporary right-of-way will be required; however, the amount is not known at this time.
- If 0.5 acre or more of new permanent and / or temporary right-of-way is required, a CE-2 would be appropriate. This would require a supplement.
- If 0,5 acre or more of new permanent right-of-way is required, public involvement will be required. This would require a supplement.
- It is assumed that this project will take place in undisturbed soils.
- If archaeological fieldwork is required, it is assumed that no archeological sites will be recorded and an Archaeological Short Report will be required if undisturbed soils are to be impacted.
- It is assumed that no more than 20 STPs will need to be excavated.
- Metric assumes no more than one change to the project's scope will occur during preparation of all submittals (RFI, ECL, CE, or Full Section 106, Archaeology); Metric will request a supplemental fee for any additional changes.
- The schedule will not be adversely impacted by inclement weather.
- The costs of the permit application submittals are not included in the base cost of this service.
- Based on the proposed project recommendations described in the Introduction, it is assumed up to a CE Level 1 will be appropriate for this project.

SCHEDULE

The project will be completed in accordance with the following schedule. This schedule is based on weather, as archaeology cannot be conducted when the ground is frozen or with snow on the ground surface and waters/wetland work must be conducted within the growing season (April – October). This schedule is also based on receiving prompt review and approvals from the appropriate state and federal agencies:

<u>ACTIVITY</u>	<u>DURATION FROM NOTICE TO PROCEED AND RECEIPT OF PRELIMINARY DESIGN PLANS/ENGINEERS REPORT</u>
5.2 Early Coordination	10-40 Days
5.15 Red Flag Investigation	10-150 Days
5.2 Bat Assessment	14-45 Days
5.9 Archaeology Phase 1A (if required)	45-90 Days
5.10 Historic Architecture	
Early Coordination Letter	60-75 Days
Historic Property Report	90-120 Days after ECL
Effects Report	75-90 Days after HPR
Finding of Effect/800.11 Documentation	60-90 Days after Effects Report
5.2 Draft CE Submittal	10 Days after Full Section 106 Approval
5.2 Final CE Submittal	16 Days after receiving INDOT comments

EXCLUSIONS

Services which would be subject to a contract addendum include:

- If the project is put on hold for more than 6 months, additional fees may be required.
- Waters Determination/Delineation
- Wetland and/or Stream Mitigation, including a Wetland Mitigation and Monitoring Plan
- Any documentation regarding a Section 4(f) or 6(f) use
- Archaeological Phase 1b, 1c, II or III Investigations or any tasks associated with the discovery of human remains
- Minor Project Programmatic Agreement (MPPA)
- Archaeological Full Report and Artifact Curation
- Preparation of a Section 106 finding of Adverse Effect
- Any additional Section 106 activities, such as consulting parties’ meetings and mitigation efforts
- Preparation of a Cemetery Development Plan
- Coordination and/or documentation regarding a “Likely to Adversely Effect” an endangered or threatened species
- Groundwater Impact Assessment
- Hot Spot Analysis
- Mobile Source Air Toxics Analysis
- Phase I Environmental Site Assessment
- Phase II Subsurface Investigations
- Construction Stormwater General Permit/Stormwater Pollution Prevention Plan

Proposal for Environmental Documentation
Curb Ramps Phase 5 Project
City of Bloomington, Monroe County, Indiana
Metric Project No. 25-0542-41

- Public Hearing or Meeting
- Hydraulic Modeling
- Permitting
- Any other services other than outlined in the scope of work above.

FEE

Metric proposes to complete up to a CE Level 1 document for an hourly not to exceed fee of \$69,900.00.

CE Level 1 Documentation	\$17,575.00
Red Flag Investigation	\$ 1,425.00
Full Section 106	
Early Coordination Letter	\$ 4,700.00
Archaeological overview for ECL	\$ 1,500.00
Historic Property Report	\$16,800.00
Effects Report	\$15,700.00
Finding of Effect and 800.11 Documentation	\$12,200.00
Total	\$69,900.00

Metric proposes completing the following task, if required, for an hourly not to exceed fee as shown below:

Section 106 – Archaeology \$ 5,550.00

This proposal is valid for ninety (90) days following submittal. This is only a proposal of Metric's scope of services and is not binding on either party until acceptable terms and conditions have been negotiated and agreed upon between both parties.

If you have any questions regarding this proposal, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal, and we look forward to working with you.

Sincerely,

METRIC ENVIRONMENTAL, LLC



Susan Castle
Senior Project Manager



Luella Beth Hillen
Director of NEPA Services

Metric Project #25-0542-41

Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant (“Subconsultant”) desires to provide goods and/or services in connection with that certain consulting contract by and between Rundell Ernstberger Associates and the City of Bloomington Local Public Agency (LPA); DES number 2500479, Project Description: Downtown Curb Ramps Phase 5 (“Contract”), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21(Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

For LPA:

Metric Environmental, LLC
Subconsultant Firm Name (Please Print)

Susan Castle Senior Project Manager
Name/Title

Name/Title

February 10, 2026
Date

Date

CONTRACT COMPLIANCE AFFIDAVIT

The following contract compliance requirements will be used to satisfy BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

I, Cecil Penland [Contractor], certify that Rundell Ernstberger Associates [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

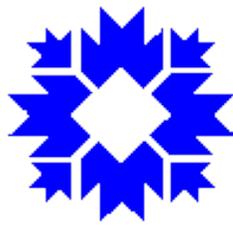
I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.



Signed/Title

2/18/2026

Date



**City of Bloomington
Human Rights Commission**

TO: **RUNDELL ERNSTBERGER ASSOCIATES**

EXPIRATION: **February 18, 2027**

Dear Board Members:

I have received a signed and dated contract compliance affidavit from **Rundell Ernstberger Associates** which is on file with the City Legal Department. I will retain a copy of the form in my files. Contract compliance affidavits are renewed on an annual basis.

Sincerely,

Anna Lamberti Holmes

Anna Lamberti Holmes
Assistant City Attorney

Cc: File
Bidder

Staff Report: Centerpoint 2nd Street Relocation Work

To: Board of Public Works

Petitioner or Representative: Robin Cooper

Staff Representative: Kyle Baugh

Event Date: March 16, 2026

Meeting Date: March 10, 2026

Re: Sidewalk, Lane, alley Closure Requests for West 2nd Street

Summary

Miller Pipeline, on behalf of CenterPoint Energy, is requesting sidewalk closures, lane closures, and alley closures associated with utility relocation work along West 2nd Street from South Walker Street to South Maple Street. This work is required to relocate utilities in advance of the 2nd Street Modernization Project.

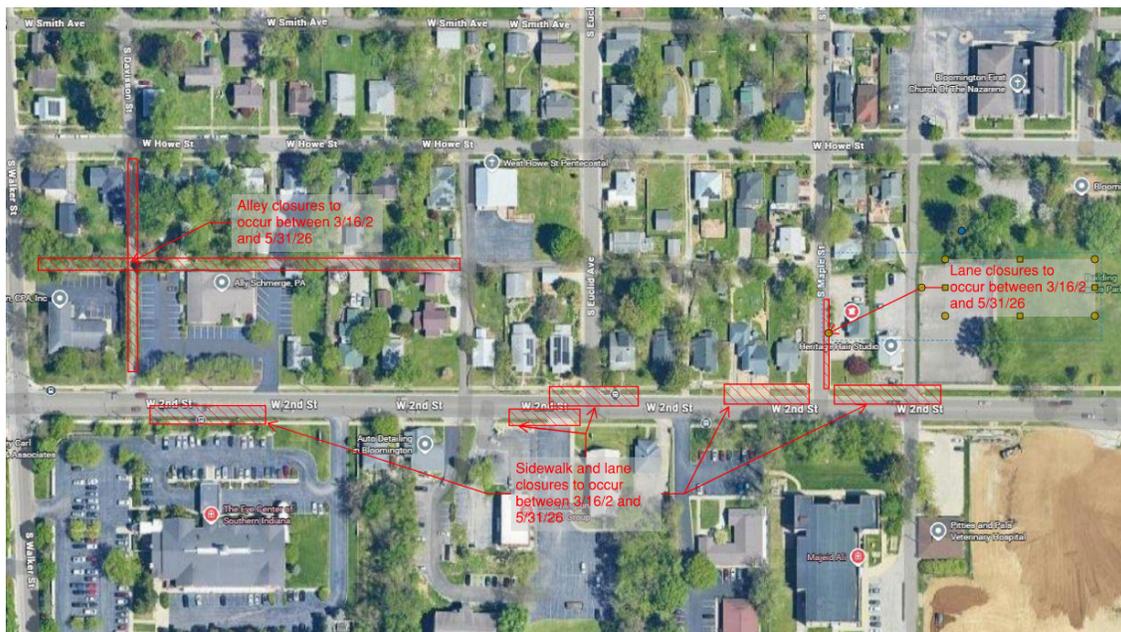
The proposed traffic control will occur in multiple phases between March 16, 2026 and May 31, 2026.

Miller Pipeline has provided Maintenance of Traffic (MOT) plans for all phases of work. At no time will paired sidewalks be closed simultaneously, ensuring that pedestrian access is maintained along the corridor.

A pre-construction meeting will be held prior to the start of work to outline expectations regarding temporary traffic control, maintaining access to adjacent properties, maintaining access to Bloomington Transit stops, and minimizing unnecessary impacts to the public right-of-way.

Notification of closures will be distributed through inRoads to emergency services and Monroe County Community School Corporation (MCCSC). Miller Pipeline will be responsible for notifying affected properties and coordinating with Bloomington Transit regarding any impacts to bus stops or service along the corridor.

- Site Map



Aerial map view of a neighborhood area in Bloomington, Indiana centered on W 2nd Street. The surrounding streets include S Walker Street on the west, S Walnut Street to the east, W Howe Street to the north, and W Smith Avenue further north. The map shows residential homes, small businesses, parking lots, and tree-lined streets.

Several construction impacts are highlighted with red hatched markings and labels indicating temporary traffic and access changes occurring between March 16, 2026 and May 31, 2026.

Alley closures: A red hatched “T-shaped” pattern marks the alley intersection located north of W 2nd Street between S Walker Street and S Walnut Street. A label indicates “Alley closures to occur between 3/16/26 and 5/31/26.” These closures affect the east–west alley and a north–south alley segment connected to it.

Sidewalk and lane closures along W 2nd Street: Multiple red hatched sections appear along W 2nd Street, indicating areas where sidewalks and traffic lanes will be temporarily closed. A central label reads “Sidewalk and lane closures to occur between 3/16/26 and 5/31/26.” Arrows point to several separate closure segments along the corridor.

Lane closure on a north–south street: A short red hatched section marks a lane closure on S Walnut Street just north of W 2nd Street. A label states “Lane closures to occur between 3/16/26 and 5/31/26.”

Nearby landmarks visible on the map include The Eye Center of Southern Indiana, Auto Detailing Bloomington, Majed Al-I, Heritage Hair Studio, and Pitties and Pals Veterinary Hospital.

The highlighted areas indicate multiple temporary construction-related closures affecting alleys, sidewalks, and travel lanes throughout the W 2nd Street corridor during the stated timeframe.



AN ARTERA COMPANY

March 5, 2026

Via Electronic Delivery

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

RE:Second St Project Road and Alley Restrictions

Dear Board Member,

As a part of the Second St reconstruction project, Miller Pipeline will be relocating the gas lines on behalf of Centerpoint Energy. To complete this work we will need to temporarily close lanes along Second St from South Walker St to the east of Maple Alley, at the intersection of S Morton St and W Second St, and also throughout the alley north of Second St from Walker Alley to Maple Alley. At times this may also impact the sidewalks in these areas. Miller is requesting these closures from March 16th, 2026 – April 17th, 2026.

During the duration of the closure, Miller will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to ensure any closure information is well communicated. We will use a third party to direct traffic during any lane closures to ensure public safety and help facilitate traffic to flow as smoothly as possible. Any sidewalk closure will be properly barricaded as needed to ensure public safety. Attached with this letter is a Management of Traffic Plan as well as a map detailing the replacement work.

Miller Pipeline respectfully requests approval of these lane restrictions for the listed dates.

Sincerely,

Ryan Peters
General Foreman
O | C 317.503.7790
Ryan.Peters@millerpipeline.com



AN ARTERA COMPANY



Staff Report: Agenda Item Name

To: Board of Public Works

Petitioner or Representative: Dylan Rauch

Staff Representative: Kyle Baugh

Event Date: March 10, 2026

Meeting Date: March 10, 2026

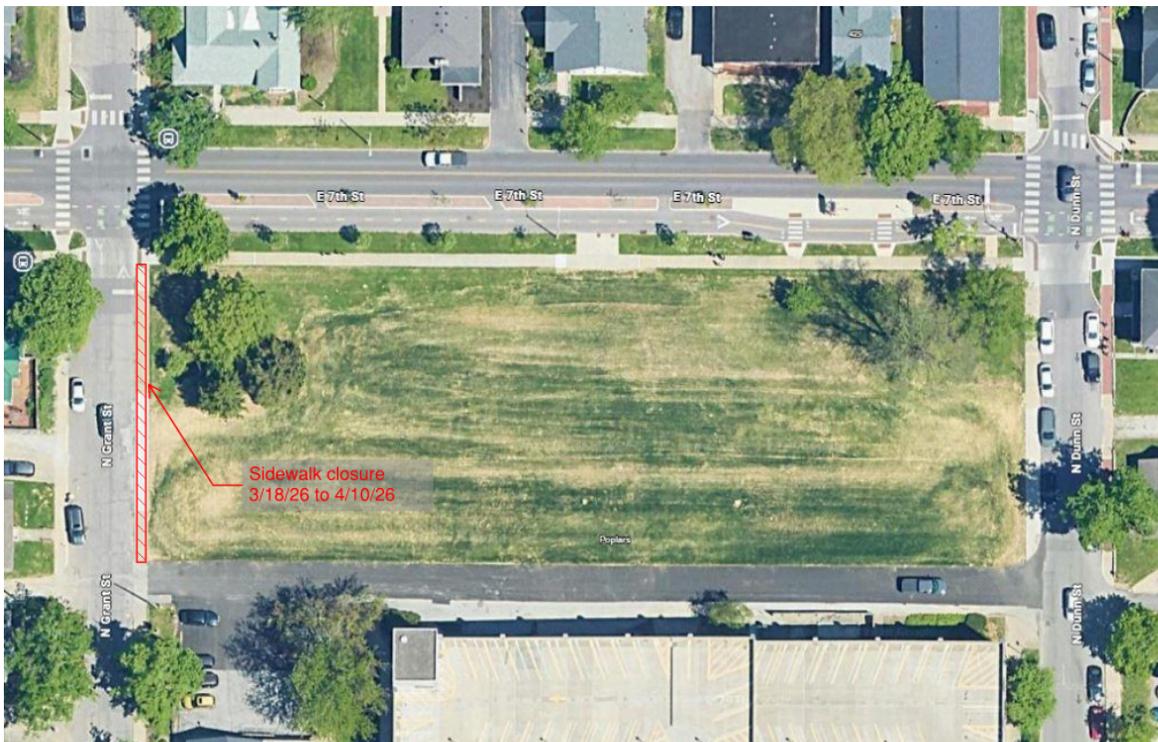
Re: Grant Street Sidewalk Closure Request

Summary

F.A. Wilhelm is requesting sidewalk closure on North Grant Street as part of the Beverly project located at 400 East 7th Street. This request is for facade and final landscaping work. The traffic control would be in place from March 18th, 2026 through April 10th, 2026.

F.A. Wilhelm has supplied maintenance of traffic plans for all work.

- Site map



Aerial map view of a city block in Bloomington, Indiana showing the Poplars site bordered by E 7th Street to the north, N Grant Street to the west, and N Dunn Street to the east. The image includes a large grassy lot in the center labeled "Poplars."

On the west side of the lot along N Grant Street, a red hatched line highlights a sidewalk closure area running along the east side of the street between approximately the south side of the E 7th Street intersection and the mid-block area south of it. A red label pointing to the hatched section reads: "Sidewalk closure 3/18/26 to 4/10/26."

The highlighted area indicates that pedestrians traveling along the east sidewalk of N Grant Street adjacent to the Poplars site will encounter a temporary sidewalk closure during the indicated dates.



POPLARS BLOOMINGTON – MOT Request - 3.B Grant Street Sitework

3914 Prospect St.
Indianapolis, Indiana 46203
Phone: (317) 359-5411



Grant Street – Finished Building Elevation

Grant Street – Elevation Narrative:

The West façade of the Poplars Building, which runs along Grant Street, features a ground-level floor of limestone, followed by three floors of rusticated brick with limestone accents. This area is also scheduled for City-requested improvements, including a new sidewalk adjacent to the building, as well as landscaping. The landscaping includes a protective row of Thornless Honeylocust trees planted along the curb, as well as hydrangeas for accent.

The majority of the work on this elevation, including masonry and window installation, has been completed in previously issued MOT's. Remaining work here includes the pouring of a new sidewalk, the aforementioned landscaping, and the pouring of a new drive apron leading into the alley to the South of the project. Given that the majority of project scope at this elevation is already in place, the duration of this MOT is significantly shorter than previous requests.

We are pursuing the closure of the Grant Street sidewalk from **March 18th, 2026** to **April 10th, 2026**.

Our intention is to mirror the MOT procedure of the previously-approved Grant closure. See drawing "**20250602_C800 MOT PLAN_7**"; this mobilization would only include the items relevant to Grant Street.



Board of Public Works Staff Report

Project/Event: Fritz Terrace Gas Line Modernization
Staff Representative: Zach Bell, Engineering
Petitioner/Representative: Matthew Brown, The Hydecker-Wheatlake Co.
Date: 03/10/2026

Report: The Hydecker-Wheatlake Co. is requesting an extension of an approved Right-of-Way permit from 14 days to 8 months. The closures for this work will consist of single lane closures within the south west portion of Fritz Terrace as part of the gas main modernization project. This request is to accommodate 15,035 linear feet of boring. The traffic control would be in place from 03/09/2026 through 10/08/2026. The Hydecker-Wheatlake Co. has supplied maintenance of traffic plans for all work and they have placed door hangers in advance of all work. Bloomington High School North has also been notified of the work.

Site map:





Board of Public Works Staff Report

Project/Event: Lane and sidewalk closures for Duke Energy
Staff Representative: Zach Bell, Engineering
Petitioner/Representative: Paige Summers
Date: March 10th 2026

Report: Duke Energy is requesting 3 weeks of lane and sidewalk closures on S Sare Rd. This request is to accommodate boring of underground utilities. The traffic control would be in place for 3 weeks with the dates dependent upon approval. Duke has supplied maintenance of traffic plans for all work. They have also notified MCCSC and will modify their work schedule accordingly.

Site map:

