Board of Public Works Meeting

February 6, 2018



AGENDA BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, February 6, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. <u>ELECTION OF OFFICERS</u>
- II. MESSAGES FROM BOARD MEMBERS

III. <u>PETITIONS & REMONSTRANCES</u>

IV. CONSENT AGENDA

- 1. Approval of Minutes January 23, 2018
- 2. Resolution 2018-06: Use of Public Streets for Monroe County YMCA 5K Spring Run (Saturday, 4/7)
- 3. Noise Permit Request for Autism Awareness Fair (Sunday, 4/29)
- 4. Approval of Payroll
- V. <u>NEW BUSINESS</u>
 - 1. Approve Contract for Preliminary Engineering Services with WSP USA Inc. for the S. Sare Rd. Multiuse Path and Intersection Improvements Project
 - 2. Request from Service Electric to Temporarily Close a Portion of W. Country Club Dr.
 - **3.** Request from Infrastructure Contractors to Temporarily Close a Portion of W. Country Club Dr.
 - 4. Request from CLR Contractors to Temporarily Close a Portion of W. Country Club Dr.
 - 5. Request from CBU to Use S. Weimer Rd.
 - 6. Approve Amendment #1 to the Downtown Curb Ramp Construction Inspection Contract with Lochmueller Group
 - 7. Approve Change Order #1 with Ragle for the Pedestrian Safety and Accessibility at Signalized Intersections Project
 - 8. Approve Change Order #2 with Neidigh for Animal Shelter Renovation Project
 - 9. Approve Contract with VET Environmental Engineering, LLC for Mold Remediation at Animal Shelter

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. <u>ADJOURNMENT</u>

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

The Board of Public Works meeting was held on Tuesday, January 23, 2018 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

Present: Kyla Cox Deckard Kelly Boatman Dana Palazzo

City Staff: Matt Smethurst – Planning and Transportation Neil Kopper – Planning and Transportation Andrew Cibor – Planning and Transportation Adam Wason – Public Works Christina Smith – Public Works Valerie Hosea – Public Works Jackie Moore – City Legal

Cox Deckard welcomed back Palazzo after a brief period of leave.

None

- 1. Approval of Minutes January 9, 2018
- 2. Resolution 2018-04: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (Kebab on Wheels)
- 3. Resolution 2018-05: Use of Public Streets for Hoosier Half Marathon and 5K 2018 (Saturday, 4/14)
- Use of Showers Common and Public Streets for Bloomington Community Farmers' Market (Tuesdays & Saturdays, 4/7/18-11/24/18)
- 5. Approval of Payroll for 1/19/18 in the amount of \$415,816.27

Boatman made a motion to approve the items on the Consent Agenda. Palazzo seconded. The motion passed. Consent Agenda approved.

Matt Smethurst, with Planning and Transportation, presented Change Order #1 for the Right-of-Way Clearing Contract at Tapp Road and Rockport Road. See meeting packet for further details.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

ROLL CALL

MESSAGES FROM BOARD MEMBERS

PETITIONS & REMONSTRANCES

CONSENT AGENDA

NEW BUSINESS

Approve Change Order #1 for the Right-of-Way Clearing Contract at Tapp Road and Rockport Road Boatman asked if the removed-shed was on private property.

Smethurst confirmed. This was a part of the acquisition and included in the agreement with the property owner.

Palazzo made a motion to approve Change Order #1 for the Right-of-Way Clearing Contract at Tapp Rd. and Rockport Rd. Boatman seconded. The motion passed. Change order approved.

Neil Kopper, with Planning and Transportation, presented Resolution 2018-03: Public Need to Purchase Right-of-Way and Design Contract Supplement for Preliminary Engineering Services for the 2nd-Bloomfield Multimodal Safety Improvements Project. See meeting packet for further details.

Boatman requested a visual illustration.

Kopper reviewed each of the impacted parcels using Google Maps.

Boatman made a motion to approve Resolution 2018-03: Public Need to Purchase Right-of-Way and Design Contract Supplement for Preliminary Engineering Services for the 2nd-Bloomfield Multimodal Safety Improvements Project. Boatman seconded. The motion passed. Resolution 2018-03 approved.

Adam Wason, with Public Works, provided the following announcements:

- He commended Sanitation and Street Department staff for their work in the extreme temperatures over the past few weeks.
- Animal Shelter: An old roofing structure was discovered in an older portion of the building. This will require a change order in the near future to address the issue.
- Sanitation Modernization: The transitional process is nearly complete.
- Payroll: The register was higher than usual due to Street Department overtime and the annual two percent increase.

Wason addressed the following items on the claims register: SPEA Fellowship Program payments, bond payments, Sanitation truck rental, and State Farm Insurance overpayment.

Palazzo asked if the surplus of de-icing salt from the previous year had saved any money this year.

Wason explained that more salt was needed to address the recent snow events than all of last year.

Resolution 2018-03: Public Need to Purchase Right-of-Way and Design Contract Supplement for Preliminary Engineering Services for the 2nd-Bloomfield Multimodal Safety Improvements Project

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

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Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Boatman asked if staff is looking for more environmentally friendly alternatives to using salt.

Wason explained the upfront capital costs are a factor in those decisions.

Cox Deckard noted that the City had not run out of salt.

Boatman asked if citations are issued for failure to shovel and de-ice sidewalks.

Wason confirmed. He reminded residents that sidewalk maintenance is the responsibility of the adjacent property owner.

Boatman asked about the TAPCO claims on page 13 of the claims register.

Wason explained these are traffic and road safety equipment purchases.

Palazzo moved to approve the Claims Register for 1/10/18-1/26/18 in the amount of \$2,404,115.85. Boatman seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:04 p.m.

ADJOURNMENT

Attest to:



Board of Public Works Staff Report

Project/Event: YMCA Annual 5K Spring Run
Staff Representative: Sean Starowitz
Petitioner/Representative: Matt Osgood
Date: February 6, 2018

Report: The YMCA is sponsoring the 42nd annual Spring Run on April 7, 2018 and is requesting that they be allowed to use city streets as they have in the past for their 5K Spring Run. Streets will remain open with traffic control at each intersection for the safety of the participants. The run begins at 9:00 a.m. and will end by 10:30 a.m.

This event has approximately 300 participants and raises several thousand dollars for the YMCA Youth Scholarship Program. BPD has issued Parade Permit pending the Board's approval. The only area where traffic will be stopped is when the runners first cross over Winslow from Highland. There will be slight delays as individuals pass, but will be controlled and monitored by uniformed officers. There will be one (1) police vehicle providing escort.

Recommendation and Supporting Justification: The event uses both a security firm and police to control traffic and assist runners at intersections. Staff has not received complaints or had other concerns in previous years. The organizers are experienced and staff supports their request. Funds collected go to the YMCA Youth Scholarship Program.

Recommend Approval Denial by Sean Starowitz

BOARD OF PUBLIC WORKS RESOLUTION 2018-06

MONROE COUNTY YMCA 5K SPRING RUN

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, the Board of Public Works has committed itself to promoting special events; and

WHEREAS, the Monroe County YMCA has requested use of city streets as indicated on Attachment A of this Resolution, to conduct the YMCA 5K Spring Run which raises funds for the YMCA Youth Scholarship Fund; and

WHEREAS, Monroe County YMCA has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

- 1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
- The City of Bloomington Board of Public Works (hereinafter "City") declares that vehicular traffic may be restricted for short periods of time as runners and walkers use the following streets: Highland Avenue, E. Winslow Road, E. Allendale Drive, S. Bainbridge Drive, and E. Elliston Drive, beginning at 9:00 a.m. until 10:30 a.m. on Saturday, April 7, 2018 for the purpose of staging a charity running event for the general public.
- 3. Monroe County YMCA shall post "No Parking" signs on marked parking spaces at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City's Department of Public Works.
- 4. Monroe County YMCA shall be responsible for placement and removal of barricades. Monroe County YMCA is responsible for contacting the City's Department of Planning and Transportation for instructions on the type of and placement of said barricades. Monroe County YMCA agrees to obtain at its own expense and place barricades to close the street, not before 9:00 a.m. and to remove barricades by 10:30 a.m. on Saturday, April 7, 2018.
- 5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 9:00 a.m. and 10:30 a.m. on Saturday, April 7, 2018.

- 6. Monroe County YMCA shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 7. Monroe County YMCA shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
- 8. In consideration for the use of the City's property and to the fullest extent permitted by law, the Monroe County YMCA, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
- 9. ______, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 6th DAY OF February, 2018.

BOARD OF PUBLIC WORKS:	MONROE COUNTY YMCA
Kyla Cox Deckard, President	Signature
Kelly M. Boatman, Vice-Presidnet	Printed Name
Dana Palazzo, Secretary	Position

Date

SPECIAL EVENT APPLICATION



City of Bloomington Department of Economic and Sustainable Development 401 N. Morton Street, Suite 150 Bloomington, Indiana 47404 812-349-3418 Department of Public Works 812-349-3410

1. Applicant In	oformation	· · · · · · ·					
Contact Name:	Matt Osgood						
Contact Phone:	812-961-2157 Mobile Phone: 812-345-3472						
Title/Position:	Youth and Sports Director	Youth and Sports Director					
Organization:	Monroe County YMCA						
Address:	2125 S. Highland Avenue						
City, State, Zip:	Bloomington, IN 47401						
Contact E-Mail Address:	mosgood@monroecountyymca.org						
Organization E-Mail and URL:	www.monroecountyymca.org						
Org Phone No:	812-332-5555	Fax No:	812-330-7968				

2. Any Key Pa	rtners Involved (including Food Vendors if applicable)
Organization Name:	
Address:	
City, State, Zip:	
Contact E-Mail Address:	
Phone Number:	Mobile Phone:
Organization Name:	
Address: ·	
City, State, Zip:	
E-Mail Address:	
Phone Number:	Mobile Phone:
Organization Name:	
Address:	
City, State, Zip:	
E-Mail Address:	
Phone Number:	Mobile Phone:

3. Event Information

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Type of Event	□ Metered Parking Space(s) ↓ Run □ Parade □ Other (Explain below			
Date(s) of Event:	April 7 th , 2018			
Time of Event:	Date: April 1st Start: 9am Da	te: April 1st_End: 10:30am		
Setup/Teardown time Needed	Date: April 1st Start: 9am Da	te: April 1st End: 10:30am		
Calendar Day of Week:	Saturday			
Description of Event:				
Expected Number of Participants:	300	Expected # of vehicles (Use of Parking Spaces to close): we nay have some cars parking at Winslow Sports Complex		

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY,** YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

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	 A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
	A properly executed Maintenance of Traffic Plan Determine if No Parking Signs will be required
	Noise Permit application

IF YOUR EVENT IS A **RUN/WALK/PARADE,** YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
	 The starting point shall be clearly marked The ending point shall be clearly marked
·	 The number of lanes to be restricted on each road shall be clearly marked
	 Each intersection along the route shall be clearly identified
	 A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and
	 The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
D,	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit 🗍 Not applicable
	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
	Secured a Parade Permit from Bloomington Police Department 📮 Not applicable
	Noise Permit application 🗹 Not applicable
	Waste and Recycling Plan if more than 100 participates (template attached)

If YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

 A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
Using a City park or trail? Parks & Recreation Department Approved Special Use Permit 🔲 Not applicable
A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
Noise Permit application Image: Not applicable
Beer & Wine Permit U Not applicable
Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE : To Public Works no later than five days before event.
If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
Waste and Recycling Plan if more than 100 participates (template attached)



Determine what type of Event
Complete application with attachment Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable)
Date Application will be heard by Board of Public Works
Approved Parks Special Use Permit (if using a City Park)
If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
· · · · · · · · · · · · · · · · · · ·	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



P= Blice S= Bruce Wilds Security WS= Water Station

Maintenance of Traffic Plan

The 5K is a down and back course that will begin in the YMCA Parking Lot and turn around on the Jackson Creek trail.

Security Summary

There will be 1 police officer in the escort car. The following intersections will be manned.

Highland and Winslow- Police Winslow and Allendale- Police Allendale and Browning Court- Bruce Wilds Security Allendale and Dunstan Drive- Bruce Wilds Security Allendale and Bainbridge- Bruce Wilds Security Bainbridge and Elliston- Bruce Wilds Security

*The only area where traffic would ever be stopped is while the runners first cross over Winslow from Highland. Upon their return, there will be slight delays as individuals pass, but will be controlled and monitored by Uniformed Officers.

Waste and Recycling Management Plan

YMCA Spring Run 2018 300 expected attendees No food or other vendors

There will only be two areas where we will collect waste. We will have a water station on the course (marked on the map that is attached to this packet and at the START/FINISH line.

At both of these locations we will have recycling containers, for plastic waterbottles. The only place where there would be any waste would be at the finish line for banana and orange peels.

As part of our YMCAs waste services, we will then take the recycling to the proper place at our facility for collection.

Our Sports Coordinator, Jack Miller, will be the one in charge of making sure this is accomplished.

NOTICE OF PUBLIC HEARING

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for **The YMCA/H-T Spring Family Run**.

The Board of Public Works meeting to hear this request will be **FEBRUARY 6, 2018.** Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for **The YMCA/H-T Spring Family Run** will be on file and may be examined in the Public Works office on the Friday (February 2nd) prior to the Tuesday (February 6th) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email <u>public.works@bloomington.in.gov</u>. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

PETITIONER: Matt Osgood DATE: January 22, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2018

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OF SURANCE	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	D OR ALT	ER THE CO	VERAGE AFFORDED BY TH	E POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, certain p	oolicies may require an er					
PRODUCER			CONTAC NAME:	^{ст} Susan Wo	od		
Hylant Group Inc-Bloomington 100 South College Ave, #230				, Ext): 812-33		FAX (A/C, No): 812-3	33-3068
Bloomington IN 47404			È MAII		od@hylant.c		
			7.221(2)				NAIC #
			INSURF		tates Fire Ins		21113
INSURED	YMCAM01		INSURE				
YMCA Of Monroe County Inc			INSURE				
Ms. Shannon Kane P.O. Box 2598			INSURE				
Bloomington IN 47402			INSURE				
			INSURE				
COVERAGES CEF		E NUMBER: 113554423	MOUNE			REVISION NUMBER:	1
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POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 1,00	· · · · · · · · · · · · · · · · · · ·
OTHER:						\$	5,000
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ALL OWNED SCHEDULED						BODILY INJURY (Per accident) \$	
AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE ¢	
HIRED AUTOS AUTOS						(Per accident)	
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EXCESS LIAB CLAIMS-MADE	:					AGGREGATE \$	5,000
DED X RETENTION \$ 10,000						\$	
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OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,	
If yes, describe under DESCRIPTION OF OPERATIONS below							
DESCRIPTION OF OPERATIONS BEIOW						E.L. DISEASE - POLICY LIMIT \$500,	500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC			le, may b	e attached if mor	re space is requir	ed)	
Physical and Sexual Abuse are covered ur RE: Spring Run, April 7, 2018. Certificate	nder the Ge	eneral Liability policy.					written
contract.		amed as Auditional Insule		LIGI LIQUIII	y as their life	rest may appear as required by	WILLEIT
			CANC				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
401 N. Morton Štreet Bloomington IN 47402			AUTHOR	RIZED REPRESE			
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				© 19	88-2014 AC	ORD CORPORATION. All rig	hts reserved.

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Board of Public Works Staff Report

Project/Event: Noise Permit for Autism Awareness FairPetitioner/Representative: Monroe County Autism FoundationStaff Representative: Christina SmithMeeting Date: February 6, 2018

The Monroe County Autism Foundation is requesting a Noise Permit from 1:00 p.m. - 4:00 p.m. on Sunday, April 29, 2018 for their Autism Awareness Fair which will take place in Olcott Park. Amplified music will be played by a DJ during the event with the speakers facing west, away from the subdivision immediately adjacent to the park.

The main purpose of this event is to raise awareness and for families to connect other families within the autism community. Parks and Recreation has given permission to use the park and staff recommends approval of the Noise Permit request.



NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Info	ormation			
Name of Event:	Autism	Awareness Fair		
Location of Event:	Olcott Par			
Date of Event:	4/29/18	Ulzalla Start: 1:000		
Calendar Day of Week:	Sunday		Time of Event:	End: 4:00/2
Description of Event:	Family + + (sonred fam	nitedy event &	tism Community,	ing hours.
Source of Noise:	Live Band	Instrument	∬J ∐ Loudspeaker	Will Noise be Amplified?
Is this a Charity Event?	[∂]Yes □No	If Yes, to Benefit:	Monroe County Va	Autism Foundation
Applicant Information	on		/	
Name: Je	remy Dilts			
		Autism Fundation	Title: Plestint,	Heneral Coursel

Physical Address:	P.U. Box 6123, Blowington -	IN 47407	
Email Address:	Dilts & Carson 11p. Com	Phone Number:	812-333-1225
Signature:	Tom. Ditte	Date:	1/18/18

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
Kyla Cox Deckard, President	Kelly Boatman, Vice-President
Date	Dana Palazzo, Secretary



2018 SPECIAL EVENT PERMITS APPLICATION PROCESS

Overview

A Special Event Permit is required if your gathering has any of the following elements:

- > 100 or more participants
- > Any advertising or sponsorship activities
- Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- Admission
- ➤ Tents
- ➢ Inflatables
- Stages
- ➢ Walk/Run/Parade
- Specific location reservations

To download the 2018 application forms for:

- Special Event Permit
- B-Line /Clear Creek Trail Event Permit
- Alcohol Guidelines
- Mobile Stage Rental

Go to: https://bloomington.in.gov/parks/rentals/mobile-stages

Permit Process

- 1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please call (812) 349-3725.
- 2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. All proposed activities and events are subject to the approval of the BPRD. The BPRD will not consider your submittal if the application is incomplete and does not include the \$25 application fee.
- 3. Submit the completed application and \$25 application fee by U.S. mail, delivery in person, fax or email. If submitting by e-mail or fax, call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to review. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least six weeks prior to your event; otherwise, applications will be denied or late fees may apply.

<u>Please note:</u> Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 3, 2018 beginning at 8:00a.m. Applications submitted by mail, e-mail and fax, and all applications received prior to 8:00a.m. on January 3, 2018 will not be processed until January 4, 2018. Furthermore, only completed applications submitted with the \$25 application fee will be processed.

Entire Application Must Be Completed In Full



- 4. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a \$25 application fee.
- 5. Upon receiving your completed application and \$25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a park permit.
- 6. Insurance: During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:
 - a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person
 - and \$1,000,000 for each accident.
 - c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

- 7. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
- 8. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
- 9. Please note: Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

Submit the completed Special Event Permit along with the \$25 application fee to:

Crystal Ritter Bloomington Parks and Recreation Department 401 N. Morton St., Suite 250 Bloomington, IN 47402 Telephone: (812) 349-3725 Fax: (812) 349-3705



2018 Application, Agreement and Guidelines for Special Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least six weeks prior to your event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

□Application for Rental Agreement□Event Site Plan□Application Fee \$25/non-refundable□Event Agenda/Activities

Rental/Permit Fees and Damage Deposits and Certificate of Insurance:

Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to: PO Box 848, Bloomington, IN 47402 or dropped off at 401 N. Morton St., Suite 250, Bloomington, IN 47402

Damage Deposit:

BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds:

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

Insurance:

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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



Runs/Walks/Parade approvals:

- 1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, (812)349-3309). Upon receiving approval, all applicants must then...
- 2. Contact the Department of Economic and Sustainable Development for any street closure approvals at (812)349-3418.
- 3. Lastly, if use of park land or facilities is requested, applicants must turn in an event permit application or B-Line permit application to the Parks and Recreation Department after successfully completing the above mentioned steps (Crystal Ritter, (812) 349-3725).

Meeting:

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting will be mandatory to work out all the details of the event.

Walk-through:

You are responsible for scheduling a "walk-through" of your event with park staff to review your site plan. This should take place once the application has been approved and no less than two weeks prior to the date of your event. The purpose of the walk-through is to make you completely aware of all site guidelines and to answer any additional questions you may have. Contact Crystal Ritter (812)349-3725.

Vehicles and Parking:

Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:

Alcohol is not permitted in any park. Absent explicit consent from the Director of Parks and Recreation and the Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Trash Removal/Recycling:

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:

You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.

Tents/Displays:

Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. You are responsible for contacting the Parks Operation Department (Mark Marotz (812)349-3498) to confirm the location of irrigation lines before any tent is staked. It is the responsibility of the renter to contact Indiana811 (1-800-382-5544) to locate any utility lines prior to staking any tents in any parks. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.



Child Supervision:

If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

Safety:

The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:

It is the responsibility of the applicant to secure proper noise permits from the Department of Public Works. Applicants can call (812)349-3410 for additional information.

Violations:

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures; BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I <u>Serve</u>, <u>b</u>;<u>H</u>s, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

1/16/18 Date Signature



401 N. Morton St. · Suite 250

P.O. Box 848 · Bloomington · IN · 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES City of Bloomington Parks and Recreation Department (BPRD) (Please Print or Type)

• Parks operating hours are 5:00a.m. to 11:00p.m.

· Permit applications must be submitted to the Department at least six weeks prior to event

• An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply) Governmental: City of Bloomington Monroe County Other	Department-Affiliated Mon-Profit Tax ID# <u>80 ~ 075</u> 7890 Non-Profit Fundraising Event Tax ID#	Private – City Resident Private – Non-Resident Profit Making Other
Please complete entire application:		
Date of Application:////// Date of Proposed Event:	8 1/29/18 (5/20/18)	balthy date
Contact Information: 1. Organization applying for Special Use		
Organization: Monroe County A	vtism Foundation	
Address: <u><i>f. J. Box</i></u> <i>6</i> /73		
Telephone # $8i2 \cdot 333 - /225^{-1}$	State: <u></u> Zıp (Code: <u>4 / 40 / 012 3</u>
City: <u>Bloan Fraton</u> Telephone #: <u>812 - 333 - 1225</u> - E-mail: <u>D. 145 C. Carson 11p. Com</u>	T u.x	
 Name of organizational <u>contact</u> respon (Please list the one representative that will b 	sible for managing event e responsible for all communication):
Name: Jereny M. bilts	Title: President	General Coursel
Address/Phone Number (If different)		
Address: 5010 N. Store Mi	71 BJ. Ste. 100	

City: $\underline{B/\partial m hstvn}$ State: \underline{FN} Zip Code: $\underline{Y} \underline{Y} \underline{U} \underline{U}$ Telephone #: $\underline{8/2} - 333 - /775 - Fax:$ E-mail: \underline{D} : $\underline{ITS} C C \underline{G} \underline{C} \underline{G} \underline{U} \underline{U} \underline{U}$

Entire Application Must Be Completed In Full



Eve	ent Logistics:	1	Λ
3.	Name of event:	Mut.sr	Awareness

4. Type of event: (Please check as many as applicable)

Concert	Entertainment	Parade (*)	Public Info. Environmental
Cultural	Endurance	Sports	Walkathons/fitness Walk (*)
Reunion	Fund Raiser	Other (please	explain)

All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3418. GIS maps are available on line at <u>http://bloomington.in.gov/maps/</u> *A copy of your proposed route must be attached to this application.

Pair

5Event Description? (Please explain and attach a detailed copy of your agenda or planned activities.)
5. Event Description? (Please explain and attach a detailed copy of your agenda or planned activities.) Family - frindly hectrational event to 19ise awareness of Austining Spectrum issues
- Concession Igrilling area
- Spinsor tubles, bubbles, barnic hauses, etc
6. Requested Event Location: Park Name: <u>OlcoH</u>
Facilities in park (i.e. shelter, park, grounds, etc.): Shelter 4 Park area

If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.

7. Requested date(s) and time(s) for event:

Elizant Arcitivity	Stering Date	iending Dere(6)	Statility Time)Brailing Time	State up Detre/Attrace	iDitsmanifla IDatio/ITime
Awarmess Fair	4/29/18	4/29/18	8 az	5[m	7am	5/m
 (a) Designated date for inc If yes, date: 8. Total number of anticipate Peak Attendance: 	d participan	ts (i.e. volur	nteers, spect	ators, walke	er's, etc.): <u>5</u> 0	
9. Is this a first time event for (a) If <u>not</u> how does this even AO walk, but add	you or the	sponsoring	organizatior	n at this loca	tion? Oye	s Ono
(b) Attendance totals for la	st event:	Daily_5	0-60	Overall <u>5</u>	-0-60	

10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or flyer) PLEASE DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION. Please list event web site if available.

Social media posts, nonrecounty autism. 01g



11. Will any signs, banners or flyers be hung or posted? Oyes Oyes Oyes Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at (812)349-3423.)

12. Do you plan to erect temporary structures such as stages, tents, booths, tables, or bounce houses, etc. for this event?

(a) If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides

lítem.	Size and a	Quantity
Bounce House	Standard	1
Tubles 1 Grills	Standal	5-10

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: TBD Cor	tact Person:
Address:	
Telephone Number:	
Company Name: Cor	tact Person:
Address:	
Telephone Number:	
13. Is this event open to the public? Oyes O	10
14. Please advise what accommodations you are providing for per accessibility) As-mercles. Site is highly acce	
15. Will donations/contributions be accepted during this event? If yes, please explain how these donations will be generated or colle	ected. Mannel talle
16. Will there be an admission charge to attend/participate? (X). If yes, please explain the type of fee and amount:	U
Type Fee(s): <u>A dmission</u> Fee Amoun	nt: TBD (117pisal is \$5)
17. Do you plan to sell, distribute or give away refreshments and/or	•••
etc.)? Øyes Ono	
If yes, please explain & list the number of booths expected:	
Concessions and possibly T-slints [catering	[05,5,3/0]
Notice:	
*A temporary Food permit must be obtained from the Monroe Court (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization mu	st show proof of non-profit status when applying for



*Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

18. Will there be displays, literature, or other types of solicitation? Syes Ono If yes, please explain: <u>Johnative only tables for Artise - maked services</u>

19. Do you request access to the restrooms in the Allison Jukebox Community Center? Oyes Ono (There is a minimum charge of \$30/hr to open the Jukebox for restroom use.)

All Allison Jukebox Community Center rentals require a deposit equal to 50% of rental cost

Please check all that is needed:

Activity Rooms (2 available)	Per Hour	
Activity Room – Carpet	 \$30 - \$50 per hour	
Activity Room – Tile	 \$30 - \$50 per hour	
Restroom only with park use	 \$25 - \$45 per hour	
Whole Building (including kitchen)	\$50 - \$85 per hour	·····
	 · · · · · · · · · · · · · · · · · · ·	

20. Are you providing additional portable toilets for your event? M_0

How many? _

_____ Location: (show on site map) ____

Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

21. Please describe how you plan to remove trash from the event site: by hand, if necessary

Person responsible for clean up:

Contact Name: <u>*Sellmy M. Dills*</u> Phone Number: <u>412-333-1275</u>

Relationship to organization: Wesitert General Counsel

Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers'/applicant's responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

Security/Safety:

22.	What are your plans for providing security, traffic and/or crowd control:
Con	tact Person:
Con	ipany Name:

Contact Phone Number: _

Entire Application Must Be Completed In Full



Entire Application Must Be Completed In Full



Due with Application Application Fee: \$25/non-refundable

\$ 25.07

To be completed by Bloomington Parks and Recreation Staff Renters will receive an invoice for total amount due

\$
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rofit \$
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City of Bloomington Parks and Recrea		tion (PARK USE ONLY)	
Date Received:	Fees Charged:		
Partnership:	Parks Event:	Permit #:	
Scheduled for Special Use Meeting Date: Approved:			
City of Bloomington contact person:			
Telephone Number:	Fax #:		
E-mail:			

										MONROES	3	OP ID: AE
A	C	ORD'	C	ER	TIF	ICATE OF LIA	BIL	TY INS	URANC	F		(MM/DD/1111)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
	DUCE						CONTA	CT Allison E	England, Cl	SR		
IISU 132	Ins 7 N. 1	Svcs-The May Ag Walnut St. PÓ Bo	ency x 1669				PHONE (AC, No, Ext): 812-334-2400 [AC, No): 812-332-3646					32-3646
Blo	oming	gton, IN 47402					ADDRESS: aengland@mayagency.com					
Allis	Allison England					INSURER(S) AFFORDING COVERAGE NAIC #						
												15350
INSI	JRED		unty Autism F			0	INSURER B :					
			ilton Crossing	Blv	'd		INSURER C :					
		Carmel, IN	46032				INSURER D :					
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		TYPE OF INSU		INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X									EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE	X OCCUR	X		A100479		01/01/2018	01/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
										MED EXP (Any one person)	\$	5,000
										PERSONAL & ADV INJURY	\$	1,000,000
	GEN		PPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- JECT	LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	<u> </u>	OTHER:			<u> </u>					COMBINED SINGLE LIMIT	\$	
	AUTO	OMOBILE LIABILITY								(Ea accident)	\$	
		ANY AUTO ALL OWNED								BODILY INJURY (Per person)	\$	
		AUTOS	SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
		HIRED AUTOS	AUTOS							(Per accident)	\$	
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		DED RETENTIO			ļ						\$	
	AND I	EMPLOYERS' LIABILITY	Y/N							PER OTH- STATUTE ER		
	OFFIC	ROPRIETOR/PARTNER/	EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	(Mano	datory in NH)								E.L. DISEASE - EA EMPLOYEE	\$	
	DÉSC	, describe under CRIPTION OF OPERATIO	NS below							E.L. DISEASE - POLICY LIMIT	\$	
DES	RIPTI		OCATIONS (VEHICL	FS (A	CORD	101 Additional Remarks Schedule	mayba	attached if more				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Bloomington is listed as additional insured on general libility.												
CE	RTIFI	CATE HOLDER					CANC	ELLATION				
City of Bloomington 401 N. Morton Street, Ste. 130						THE ACC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	PO Box 100											
Bloomington, IN 47402					auison Ergland							

ACORD 25 (2014/01)

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http://www.bloomington.in.gov/parks

812.349.3700 Monday - Friday 8 AM - 5 PM 06-30-10

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
2/2/2018	Payroll				415,594.14
	-				
					415,594.14
		ALLOWANC	E OF CLAIMS		
claim, and exo total amount o	cept for the claims not al	lowed as shown or	gister of claims, consisting n the register, such claims)
	v that each of the above l ith IC 5-11-10-1.6.	listed voucher(s) o	r bill(s) is (are) true and co	prrect and I have audited s	same in

Fiscal Office_____



Board of Public Works Staff Report

Project/Event:	Approval of the Preliminary Engineering Services Contract with WSP USA Inc. for the Sare Rd Multiuse Path and Intersection Improvements Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Neil Kopper, Project Engineer
Date:	02/06/2018

Report: This project will construct intersection improvements at the Sare Road-Moores Pike intersection and a multiuse path on the west side of Sare Road from approximately Cathcart Street to Buttonwood Lane. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with federal funding for design (\$166,491 in reimbursable federal funds), construction (\$1,160,000 in federal funds), and construction engineering (\$174,000 in reimbursable federal funds). Construction is expected in 2020.

WSP USA Inc. was selected from ten engineering firms that responded to a standard INDOT Request for Proposals (RFP) to complete the preliminary engineering for this project. The total contract amount is \$339,322. This contract is expected to require a future supplement to include right of way appraisals and acquisition services.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Services Contract with WSP USA Inc. for the Sare Rd Multiuse Path and Intersection Improvements Project.

Recommend Approval Denial by <u>Neil Kopper</u>

Project Approvals Timeline					
Approval Type	<u>Status</u>	<u>Date</u>			
Funding Approval	Approved	08/22/2017			
Design Services Contract	Current Item	02/06/2018			
ROW Services Contract	Future	2018			
Public Need Resolution	Future	2018			
Construction Inspection Contract	Future	2019			
Construction Contract	N/A*	2020			

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of ______, 20____ ("Effective Date") by and between the <u>City of Bloomington, Indiana</u>, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and <u>WSP USA Inc.</u> ("the CONSULTANT"), a corporation organized under the laws of the State of New York.

Des. No.: <u>1700736</u>

Project Description: <u>Multiuse path design and intersection improvements along Sare Road from Moores Pike</u> to Buttonwood Lane with signal upgrades and intersection improvements at the intersection of Sare Road and <u>Moores Pike</u>.

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.

<u>SECTION III</u> <u>**TERM**</u>. 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 $\frac{12}{31}/2020$. 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 \$ 339,322.00.

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. <u>Access to Records</u>. 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. <u>Assignment; Successors</u>.

- 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.** <u>Audit</u>. 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. <u>Authority to Bind Consultant</u>. 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. <u>Certification for Federal-Aid Contracts Lobbying Activities</u>.

- 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. <u>Changes in Work</u>. 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. <u>Compliance with Laws</u>.

- 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. <u>Condition of Payment</u>. 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. <u>Confidentiality of LPA Information</u>.

- 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 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. <u>DBE Requirements</u>.

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. <u>Non-Discrimination</u>.

- 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, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors 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. <u>Disputes</u>.

- 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;
 - 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.** <u>**Employment Eligibility Verification.**</u> 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. <u>Governing Laws</u>. 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.** <u>Liability</u>. 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.** <u>Indemnification</u>. 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 <u>not</u> provide such indemnification to the CONSULTANT.
- **20.** <u>Independent Contractor</u>. 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. <u>Insurance - Liability for Damages.</u>

- 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, subconsultants 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. <u>Merger and Modification</u>. 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 Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
- 23. <u>Notice to Parties</u>: 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:

<u>Neil Kopper, PE</u> <u>Planning & Transportation Dept., City of Bloomington</u> <u>401 N Morton St., Suite 130</u> <u>Bloomington, IN 47404</u>

Notices to the CONSULTANT shall be sent to:

John Bowen, PE WSP USA Inc. 115 W. Washington Street, Suite 1270S Indianapolis, IN 46204

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

- 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.** <u>**Payments.**</u> All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
- 27. <u>Penalties, Interest and Attorney's Fees</u>. 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. <u>Pollution Control Requirements</u>. 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.** <u>Severability</u>. 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.** <u>Status of Claims</u>. 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.** <u>Sub-consultant Acknowledgement</u>. The CONSULTANT agrees and represents 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.** <u>Substantial Performance</u>. 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.** <u>**Taxes**</u>. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. <u>Termination for Convenience</u>.

- 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. <u>Termination for Default</u>.

- 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.** <u>Waiver of Rights</u>. 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.** <u>Work Standards/Conflicts of Interest</u>. 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.** <u>No Third-Party Beneficiaries</u>. 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.** <u>No Investment in Iran</u>. 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.** <u>Assignment of Antitrust Claims</u>. 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	LOCAL PUBLIC AGENCY
Signature	Signature
(Print or type name and title)	(Print or type name and title)
	Signature
Attest:	(Print or type name and title)
Signature	Signature
(Print or type name and title)	(Print or type name and title)

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.

The CONSULTANT shall be responsible for performing the following activities:

Project Description

WSP USA Inc. (the Consultant), is the prime design Consultant to the City of Bloomington (the LPA) for the Sare Road Multiuse Path (Des. 1700376), which shall be designed as a Local Public Agency (LPA) project following Indiana Department of Transportation (INDOT) criteria. The Consultant shall be responsible for the management, coordination, design and development of plans necessary to produce construction contract documents so that others may construct the improvements that include a new path to be constructed along Sare Road from Buttonwood Ln. to Moores Pike along with intersection improvements at the Sare Road and Moores Pike intersection in the City of Bloomington, Indiana. The limits of the project are illustrated in Figure A-1.

The design shall be developed in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road and Traffic memoranda, INDOT Design Manuals, except as modified by supplemental specifications and special provisions, and the City of Bloomington construction standards. The work shall be submitted electronically in Adobe Acrobat (.pdf) format utilizing INDOT's electronic plan submittal process (ERMS).

The Consultant shall coordinate its designs with guidance from INDOT and the City of Bloomington on scope, schedule, and design-related technical issues, subject to approval by INDOT and the Federal Highway Administration (FHWA). A more detailed discussion of the Consultant's proposed services is described in the following specific sections:

Section	Description
Section 1:	Topographic Data Collection Survey
Section 2:	Environmental Document
Section 3:	Structure Design
Section 4:	Hydraulics/Permitting
Section 5:	Roadway Design
Section 6:	Geotechnical
Section 7:	Traffic Design
Section 8:	Right of Way Plan Development
Section 9:	Post Bid Services

Section 1: Topographic Survey Data Collection

In general, the field survey will be conducted to a level detailed enough to provide adequate information to complete the final design plans for a multi-use path to be constructed along the west side of Sare Rd. from Buttonwood Ln. to Moores Pike. The project will also include a new pedestrian bridge crossing of Jackson Creek and intersection improvements at the intersection of Moores Pike and Sare Rd. The project will be designed in accordance with INDOT LPA criteria. The limits of the survey shall be as follows (see Figure A-2 for further clarification):

- The longitudinal topographic limits on Sare Road shall extend from approximately 50 feet south of Buttonwood Ln. to approximately 600 feet north of the Moores Pike, for a total length of 5,060 LFT. The lateral limits of this portion of the survey shall generally extend approximately 60 feet west of the centerline and 40 feet east of the centerline of Sare Rd.
- The longitudinal topographic limits on Moores Pike shall extend from approximately 330 feet west of Sare Rd./College Mall Rd. intersection to approximately 100 feet east of the Sare Rd./College Mall Rd. intersection, for a total length of 430 LFT. The lateral limits shall generally extend 60 feet north and south of the centerline of Moores Pike for a total width of 120 feet.
- Jackson Creek traverses through the project limits and crosses the project in two locations. The first crossing is on Sare Rd. approximately 1,500 LFT south of Moores Pike. Survey of Jackson Creek will be required for potential modeling that may be required as part of a IDNR Construction in a Floodway permit. The longitudinal topographic of the stream survey shall start at a point approximately 500 feet downstream of the existing roadway bridge and extend approximately 200 feet upstream of the existing roadway bridge for a total length of approximately 700 LFT. The lateral limits shall generally be sufficient to represent the existing floodplain in the area. Estimated to be approximately 125 feet from the top of creek bank on the west side of stream and approximately 250 feet from top of creek bank on the creek.
- The second Jackson Creek crossing is located at the intersection of Moores Pike and Sare Rd. At this location, the longitudinal limits of stream survey shall extend from approximately 100 feet downstream of the bridge structure to approximately 100 feet upstream of the bridge structure for a total length of approximately 200 LFT. The lateral limits shall be approximately 75 feet from top of stream bank on both the east and west side of the stream.

The CONSULTANT's work shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1-12; and the Indiana Design Manual. If there is any conflict between I.C. 25-21.5, 865 IAC 1-12, or the Indiana Design Manual, the order of precedence shall be:

- 1. I.C. 25-21.5
- 2. 865 I.A.C. 1-12
- 3. Indiana Design Manual (IDM)

Specific Activities

- 1. Provide Horizontal Control. The horizontal control will be based on Indiana Geospatial Coordinate System (InGCS). A minimum of three (3) reference points shall be set to be used for reference during construction. Reference point diagrams shall be provided in CAD format.
- 2. Provide vertical control based on NAVD88, and in accordance with Ch. 25-2.02 of the IDM. Minimum of three (3) temporary bench marks shall be set for reference during construction.

- 3. Establish and monument centerline baseline control for project area.
- 4. Develop and record a Location Control Route Survey Plat (LCRS) for the project.
- 5. Coordinate with the utility companies to have utilities marked. Provide names, addresses, and the contact person for each utility company. Provide location of all utilities within project limits.
- 6. Collect general topography within the specified survey corridor, including evidence of all marked utilities, sanitary and storm structures, buildings, fences, signs, mailboxes, guardrail, etc. Cross sections will be obtained at a maximum of 50 foot intervals, and shall include high and low areas between cross sections.
- 7. Provide detail of all storm and sanitary structures within the survey corridor, including inverts, pipe sizes and materials, and top/bottom of existing wingwalls/headwalls.
- 8. Provide break lines for all linear features such as existing curbs, edges of pavements, existing road crown, ditch lines, and existing sidewalks.
- 9. Identify and locate existing pavement markings and road signs with type of marking and sign noted.
- 10. Locate existing building corners within the survey limits nearest to the roadway with brief description (e.g. frame, brick, concrete, number of stories, residential, commercial, etc.)
- 11. Identify limits of asphalt and concrete pavement limits along with notation of existing ground cover type or material outside the roadway area.
- 12. Locate individual trees within the survey area along with diameter at breast height (DBH), particularly those located on a lawn. For wooded tracts, show wooded limits with prevailing kinds and sizes of trees.
- 13. Locate individual trees with at least ten inches DBH within the floodplain of Jackson Creek at the southernmost crossing of Sare Rd. within 100 feet of the existing pavement edge on the downstream (west side) of the roadway.
- 14. For survey of existing bridge structures the following shall be provided;
 - a. Abutments
 - b. Top of wing walls
 - c. Low chord elevations
 - d. Approach slab limits
 - e. Bridge joints
 - f. Top/bottom of existing bridge rail or fencing
 - g. One-tenth points (i.e. spacing at 10% of bridge span) along curb lines and existing crown along the span of the bridge structure
- 15. For survey of Jackson Creek the following shall be provided;
 - a. Stream cross sections at intervals of no more than 100 feet.
 - b. Location and elevation of edge of channel bottom
 - c. Centerline of channel
 - d. Top of bank location and elevation for stream
 - e. Identification of ordinary high water mark of stream
 - f. Sufficient cross section points to give average representation of floodplain valley for overbank of the stream
- 16. Provide survey notice letter in accordance with the Indiana Design Manual section 22-3.0 to each affected property owner via first class US mail not later than five (5) days before the date of entry.
- 17. Obtain last deed of record, maps, documents, section corner reference ties and field notes as necessary to determine property ownership adjacent to the project for the subject parcels within the limits of the LCRS.

- 18. Provide the plotted location of the right of way based on deed and/or plat research within the limits of the LCRS.
- 19. Identify apparent existing right of way and apparent property lines with ownership identified.
- 20. Survey the position of Public Land System section corners necessary to establish the location of road right of ways and deed lines within the project area.
- 21. Right of way is anticipated to be acquired as part of the project. Provide staking for proposed right of way for up to fourteen (14) parcels during the design phase.

Deliverables

- 1. Electronic copy of the recorded LCRS.
- 2. Either electronic or hard copies of survey notice letters sent to affected property owners. Electronic copies to be provided in .pdf format.
- 3. Either electronic or hard copies of deeds of records, subdivision plats, or other documents used to determine ownership of properties within the survey limits. Electronic copies to be provided in .pdf format.
- 4. Electronic survey file in .dgn format compatible with Microstation V8i, and existing surface data in .dtm format compatible with Bentley InRoads. CAD levels shall be based on INDOT standards, which can be found at <u>http://www.in.gov/indot/div/cad/v8i_downloads.htm</u>.

Section 2: Environmental Document Preparation

CONSULTANT shall prepare an environmental document for the construction of a new multi-use path to be constructed along Sare Rd. including a pedestrian bridge crossing of Jackson Creek and intersection improvements at the intersection of Sare Rd and Moores Pike in the City of Bloomington, Indiana. The project will be designed in accordance with INDOT LPA criteria, therefore the environmental document shall be prepared in accordance with INDOT's Procedural Manual for Preparing Environmental Documents and INDOT's Categorical Exclusion Manual (latest edition). The anticipated limits of the proposed project are illustrated on the attached exhibit. It is anticipated that the project will require between 0.5 and 10 acres of right of way to be acquired for the project. Therefore, it is anticipated that at least a level 2 Categorical Exclusion (CE) will be required for this project. The project is anticipated to qualify under the Minor Project Programmatic Agreement (MPPA), Category B-8- requiring archaeology review, as the project appears to be within previously disturbed ground.

Specific Activities- Environmental Document

- 1. Prepare the INDOT CE/EA Form along with necessary attachments and make any modifications needed to obtain INDOT approval.
- 2. Complete all necessary field work to address items in Part III of the INDOT CE/EA Form to identify and evaluate impacts of the proposed action.
- 3. Section 106 documentation in accordance with MPPA, B-8.
- 4. Prepare a Waters of the US report.
- 5. Submit draft CE document to INDOT via ERMS for release for public involvement.
- 6. Update public involvement section of CE after public involvement requirements are met, and submit to INDOT for certification of public involvement.
- 7. Submit final CE document to INDOT via ERMS for final approval.

Deliverables- Environmental Document

1. Waters of the US report.

- 2. Section 106 documentation.
- 3. Draft CE document, electronically in .pdf format, prior to submission to INDOT for release for public involvement for review and comment.
- 4. Final CE document, electronically in .pdf format, prior to submission to INDOT for review and comment.

Assumptions:

- Project will require no more than 10 ac. of acquired right of way.
- Project will qualify under MPPA, B-8. If historic properties are encountered within the area of potential effects, which requires a full Section 106, this will require a change in scope and fee.
- Section 4(f) impacts will be limited to "temporary occupancy agreement" of an existing 4(f) resource. Section 4(f) impacts beyond "temporary occupancy agreement" will require a change in scope and fee.

Items Specifically Not Included

- Full section 106 review
- Section 4(f) impacts beyond "temporary occupancy agreement"

Section 3: Structure Design

CONSULTANT shall prepare plans and specifications for a pedestrian bridge over Jackson Creek. The bridge is anticipated to be a prefabricated structure.

Specific Activities- Structure Design

- 1. Field visit to verify scope of work and evaluate site conditions.
- 2. Coordinate necessary waterway opening requirements to avoid floodway impacts.
- 3. Prepare economic analysis in accordance with IDM chapter 402-4.02 for proposed structure including;
 - a. Widening existing roadway bridge structure
 - b. Pre-fabricated 3-sided structure
 - c. Pre-fabricated truss structure
 - d. Historical bridge from INDOT inventory
- 4. Prepare layout, general plan, bridge detail, and bridge summary table sheets to be included in the plan set for the project.
- 5. Prepare computations and quantities in accordance with IDM 14-2.04(09).
- 6. Prepare quantities and cost estimate for selected structure type.
- 7. Prepare any necessary unique special provisions necessary for the construction of the structure.

Items Specifically Not Included

- Asbestos Inspection Report
- Design and detailing of pedestrian bridge structure other than pre-fabricated type bridge.

Section 4: Hydraulics

Task 4.1: IDNR Construction in a Floodway Permit

The Sare Road bridge over Jackson Creek, and the intersection of Sare Road and East Moores Pike are both located in the floodway of Jackson Creek as delineated on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for Monroe County and Incorporated Areas (FIRM) dated December 17, 2010. Furthermore, the drainage area at each of these locations exceeds one square mile in an urban area.

Under the Indiana Flood Control Act, a permit from the Indiana Department of Natural Resources (IDNR) for construction in the floodway (CIF) is required.

Construction in the floodway must not cause the cumulative 100-year flood elevation surcharge to exceed 0.14 foot at any point in the stream. The cumulative surcharge includes the estimated impacts of the proposed construction in addition to the impacts of previous construction that may not have been accounted for in the current FEMA floodplain hydraulic model.

Sare Road bridge over Jackson Creek

According to the FEMA Flood Insurance Study (FIS), the 100-year flood overtops Sare Road. Therefore, the proposed multipath structure, to be attached to, or built along the existing bridge, will likely have a finite impact on the flood elevations, and it must be evaluated using a hydraulic model. CONSULTANT will utilize the FEMA HEC-RAS hydraulic model available from IDNR to establish a baseline for existing conditions, estimate the impacts of proposed conditions, and formulate options that are permissible under the Indiana Flood Control Act.

Sare Road and East Moores Pike

The proposed improvement options for traffic and lighting poles are not expected to have a significant impact on the 100-year water surface elevations. Therefore, while a CIF permit from IDNR would still be required, hydraulic modeling is not necessary.

Specific Tasks

Field Reconnaissance

- Conduct site visit to determine scope/extent of hydraulic survey.
- Obtain and review existing FIS hydraulic model of Jackson Creek. This includes the FEMA HEC-RAS hydraulic model available from IDNR.
- Investigate and review available IDNR permit and hydraulics and hydrology information for the study area.
- Review digital elevation model (DEM) data available from the Indiana Spatial Data Portal (ISDP) and review field survey data of the project site.
- Collect and review available hydraulic, flood, and elevation data for the study area. This includes the FEMA HEC-RAS hydraulic model available from IDNR, the FEMA FIS, and digital elevation model (DEM) data available from the Indiana Spatial Data Portal (ISDP).
- Review field survey data of the project site.

Hydrologic Analysis

• Verify Q₁₀₀ from FIS model.

Hydraulic Analysis

- For Sare Road bridge over Jackson Creek, establish effective and duplicate effective models per IDNR guidelines for CIF permit.
- Request and participate in an early coordination meeting with IDNR-Division of Water to discuss specific CIF permit requirements for this project.
- Incorporate survey data into hydraulic model.
- Develop corrected effective and pre-project models of existing conditions to establish a baseline hydraulic model which is acceptable for evaluation of construction impacts on water surface elevations, and consistent with IDNR guidelines.

Alternative Development and Analysis

• Consider one alternative for bridge crossing modifications based on the recommendations from the structure size and type report. The selected alternative will be evaluated for hydraulic impacts and CIF permit requirements.

Hydraulic Report Preparation

- Prepare draft hydraulic report for review by LPA. The report will document the hydraulic analyses and findings.
- Finalize post-project hydraulic model of selected alternative, and prepare final report.

IDNR CIF Permit Application

- Prepare CIF permit application for the selected alternative.
- Identify and Prepare Public Notice. Identify adjacent property owners.
- Submit CIF Permit Application and supporting documentation to IDNR.
- After CIF submittal, send out notifications to adjacent property owners.

Task 4.2: IDEM 401/ACOE 404 permit

The pedestrian bridge crossing of Jackson Creek will require a Section 401 Water Quality Certification (WQC) from the Indiana Department of Environmental Management (IDEM) along with a Section 404 Department of the Army Corps of Engineers Permit (ACOE). These permits regulate discharge of dredged or fill material into the Waters of the United States. It is anticipated that this project will qualify as a Regional General Permit (RGP).

Specific Tasks

- Prepare and submit application for a Section 404 permit from the ACOE, and obtain approved jurisdictional determination.
- Prepare and submit application for a Section 401 WQC RGP Notification form to the Indiana Department of Environmental Management (IDEM), and obtain approved 401 WQC from IDEM

Task 4.3: Rule 5 Permit

CONSULTANT will prepare the Rule 5 Storm Water Pollution Prevention Plan (SWPPP) permit plans for submittal to Monroe County Soil and Water Conservation District (SWCD) for review and approval. The CONSULTANT will submit the Rule 5 Notice of Intent (NOI) to IDEM after final revisions have been made by CONSULTANT and notice of plan sufficiency is provided by the reviewing authority.

Specific Tasks

- Develop SWPPP for the project.
- Submit SWPPP to Monroe County Soil and Water Conservation District (SWCD) for technical review.
- Advertise public notice of construction activity in local newspaper.
- Submit Rule 5 NOI form to IDEM for approval
- Obtain Notice of Sufficiency from IDEM.

Assumptions

- This work only involves preparation of an IDNR CIF permit application for the multiuse path over Jackson Creek, and for the traffic and lighting poles at the intersection of Sare Road and East Moores Pike.
- Obtaining any flood easements will not be pursued as part of the IDNR CIF permit. Should this become necessary, a change order will be required.

- The selected alternative for the pedestrian bridge structure will be evaluated using the HEC-RAS hydraulic model for Sare Road over Jackson Creek. Evaluation of additional alternatives will require a change order.
- Only the selected option will be submitted to IDNR for construction in the floodway permit.
- Project will qualify as RGP for IDEM 401/ACOE 404 permits.
- Permanent storm water quality BMPs or detention will not be required.

Items Specifically Not Included

- Any effort relative to flood easements, if necessitated by this project for the IDNR CIF permit.
- Survey and/or updates and/or corrections to the effective FEMA FIS hydraulic model at off-site locations if requested by IDNR for the CIF permit.
- Stream restoration or mitigation plans related to conditions of required permits.
- Permanent stormwater quality BMPs or stormwater detention or related local permits or approvals.

Section 5: Roadway Design

Results/Deliverables

- Stage 1 Plan Submission
- Preliminary Field Check Meeting & Minutes
- Public Information Meeting
- Final Right-of-Way Plans
- Stage 3 Plans Submission
- Final Tracings Plans Submission

Task 5.1: Stage 1 Plans Submission

Following approval of the Scope-of-Work the CONSULTANT shall prepare the Stage 1 Plans Submission. Plan sheets will be in 24" x 36" format. The submission will include:

- 1. Field Visit to verify the scope of work
- 2. Attend preliminary scoping meeting with LPA and INDOT representatives
- 3. Traffic Data for the Title Sheet and Pavement Design
- 4. Abbreviated Engineer's Assessment in accordance with IDM 14-2.01(03) item 2.
- Level One Checklist and design calculations for final condition where applicable in accordance with Chapter 40-8.02(01) and Chapter 53 of the IDM for New Construction/Reconstruction criteria. Technical Inquiries and Design Exceptions will be prepared as necessary.
- 6. Level Two Design calculations and exceptions in accordance with IDM 40-8.02(02).
- 7. Hydraulic analysis of grade controlling mainline culverts.
- 8. Plan sheets developed in accordance with IDM 14-2.03(01).
- 9. Quality assurance and quality control on all deliverable documents developed by the CONSULTANT.
- 10. INDOT All Project Commitments Report.

Task 5.2: Preliminary Field Check

The CONSULTANT shall prepare preliminary field check plans, in accordance with IDM 14-2.01(05). The CONSULTANT will schedule a Preliminary Field Check (PFC) meeting with the INDOT Project Manager, utilities, and City of Bloomington. PFC plans will be provided to the preliminary field check attendees. The CONSULTANT will record meeting minutes and distribute them to all attendees. Plan sheets will be in 24" x 36" format, and will be distributed electronically.

Task 5.3: Public Information Meeting

The CONSULTANT shall schedule, prepare exhibits, advertise and conduct one (1) public information meeting for the project. CONSULTANT shall provide the LPA with draft exhibits at least one (1) week in advance of the meeting. CONSULTANT shall prepare minutes for the meeting. All citizen inquiries

regarding the project will be addressed in writing by CONSULTANT. A copy of citizen correspondence shall be forwarded to the LPA.

Task 5.4: Final Right-of-Way Plans

The CONSULTANT shall prepare final right-of-way plans in accordance with Chapter Eighty-five of the IDM. These plans shall be submitted to LPA for review and comment.

Task 5.5: Stage 3 Plans Submission

Following the approval of the Final Right-of-Way plans the CONSULTANT shall prepare the Stage 3 Plans Submission. The Stage 3 Plan Submission will be 24" x 36" format and shall include applicable items from IDM 14-2.01(12). A full size hard copy of the Stage 3 plans shall also be submitted to City of Bloomington Utilities (CBU) for review, comments from CBU review will be incorporated into the plans.

Task 5.6: Prepare Tracings & Bidding Documents

Upon completion and final approval of the work by the LPA, the CONSULTANT shall deliver to the LPA the final tracings plan submission in 24" x 36" format and shall include applicable items from IDM 14-1.02(04).

Task 5.7: Utility Coordination

The CONSULTANT shall provide utility coordination services in accordance with Chapter 104 of the IDM. The specific scope for utility coordination efforts shall include the following;

- 1. Initial notice of proposed project
- 2. Verification of existing facilities
- 3. Utility conflict analysis
- 4. Utility work plan request
- 5. Utility work plan review and approval
- 6. Utility coordination certificate

Task 5.8: Pavement Design

CONSULTANT shall submit pavement design request to INDOT for approval. The pavement design request shall include the trail pavement section, in accordance with LPA or INDOT standards, along with a request for approval for pavement patching areas, which will be in accordance with LPA or INDOT standards.

Assumptions:

- The design criteria for the trail portion of this project will fall under chapter 51 of the IDM for a nonmotorized-vehicle-use-facility. The design criteria for the intersection improvements will be classified as 3R-Non-Freeway in accordance with chapter 55 of the IDM. Change in the criteria of the project will result in a change of the scope and fee.
- Only four (4) plan submittals will be made for the project including: Stage 1 Plans, Final Right-of-Way Plans, Stage 3, and Final Tracings
- Pavement design request will not require use of AASHTOWare Pavement ME design software.
- An official INDOT public hearing will not be required for the project.
- One (1) public information meeting will be required for the project.

Items Specifically Not Included:

- Official INDOT public hearing for the project
- Railroad Coordination
- Final Field Check meeting
- Life cycle cost analysis for pavement design

Section 6: Geotechnical Investigation

CONSULTANT will perform the geotechnical data collection and prepare the geotechnical report.

Results/Deliverables

- Geotechnical data collection and analysis
- Geotechnical Report as outlined by INDOT Geotechnical Design Manual.
- Geotechnical Review of Final tracings submittal

The project will require a geotechnical investigation in accordance with the INDOT Office of Geotechnical Services (OGS) 2016 Geotechnical Manual.

Based on review of published geologic mapping, bedrock is anticipated to be shallow and encountered within approximately 10 feet of the ground surface. Furthermore, the mapped bedrock units are of the Borden and Sanders Groups and may be karst prone. There is a mapped sinkhole in the vicinity of Sare Road and Hunters Glen and a mapped karst cave entrance somewhere in the vicinity of Sare Road and Hunters Pike. Geologic site reconnaissance is planned during boring staking to visually verify that no additional (karst) swallet or sinkhole features are visually evident within the project limits. If visual indications of karst risk are noted during the site visit or the boring program, a follow-up investigation such as dye tracing or geophysical testing to investigate for subsurface anomalies between planned boring locations may be warranted, and will be proposed as an additional service.

The geotechnical investigation is anticipated to consist of a total of 11 borings (2 road boring (RB), 4 retaining wall boring (RW), 2 test borings (TB) for bridge structure, 2 soundings, and 1 Culvert Boring (CB). Estimated depths of borings are included in the table below. Preliminary boring locations are shown on Figure A-3. 24-hour water levels are planned for all borings.

Poring		Location	Durpoco	Estimated Depth of Soil		Proposed Boring
Boring		LOCATION	Purpose	01 2011	Coring	Depth
RW-1	1	100 LFT Retaining Wall	Retaining Wall Boring	10	10	20
RW-2	1	100 LFT Retaining Wall	Retaining Wall Boring	10	10	20
RW-6	1	100 LFT Retaining Wall	Retaining Wall Boring	10	10	20
RW-7	1	100 LFT Retaining Wall	Retaining Wall Boring	10	10	20
S-1	1	Between RW-6 and RW-7	Sounding in Vicinity of Mapped Sinkhole at Hunter Glen	15		15
S-2	1	Between RW-6 and RW-7	Sounding in Vicinity of Mapped Sinkhole at Hunter Glen	15		15
CB-1	1	North of S McCartney Ln	Culvert Extension New Headall	10	5	15
RB-2	1	North of McCartney Ln	Road Boring For Trail	10	0	10
TB-1	1	Jackson Creek Bridge Crossing	Test Boring for New Bridge Structure	5	20	25
TB-2	1	Jackson Creek Bridge Crossing	Test Boring for New Bridge Structure	5	20	25
RB-3	1	At intersection with Renwick Trail	Road Boring For Trail	10	0	10
	11			110	85	

The multiuse path will have the following elements:

- Two retaining walls (100 LFT each) are anticipated at heights of 5 to 10 feet as shown in Attachment 1.
- A culvert extension and headwall replacement
- A new bridge structure for the crossing of Jackson Creek.

Activities

- Review any previous karst study and/or previous boring data, if available.
- Perform geologic (karst) site reconnaissance and stake boring locations.
- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.

- Provide traffic control as needed to safely perform the borings.
- Perform laboratory testing on soil samples including classification, moisture content, and unconfined compressive strength, Standard Proctor, and Resilient Modulus tests.
- Develop geotechnical report including generalized review of regional geology and GIS map information on karst geology, test boring logs, discussion of and geotechnical recommendations for the project.
- Coordinate review of geotechnical report with INDOT OGS and address review comments.

Items Specifically Not Included

- Geophysical Testing
- Karst Study

Section 7: Traffic Design

The CONSULTANT will evaluate capacity of the intersection of Sare Road & Moores Pike and prepare a memorandum summarizing the findings of the evaluation, including optimal lane configurations, for the following three scenarios:

- 1. Circular roundabout
- 2. Dogbone roundabout (to minimize impacts to the existing bridge)
- 3. Signalized intersection (with improvements necessary to optimize operation)

For each scenario, AM and PM traffic models will be developed. Sidra software will be used to evaluate the roundabout alternatives, and Synchro software will be used to evaluate the signalized option. Existing (year 2016) traffic counts will be utilized for the analysis; per the LPA, future traffic growth will not be considered. Final decisions regarding possible geometric changes at the intersection will consider the results of the capacity analyses.

If the traffic signal is upgraded at the intersection of Sare Road & Moores Pike, the following design elements will be considered:

- Black mast arms and poles, if feasible (to replace the existing diagonal span signal)
- A new traffic signal controller
 - Proprietary materials justification will likely be required for Econolite Cobalt controllers
- At least one signal head per lane with backplates
- Pedestrian countdown indications and APS push-buttons
 - Proprietary materials justification will likely be required for Polara push-buttons
- Emergency vehicle preemption
 - Proprietary materials justification will likely be required for Opticom emergency vehicle preemption
- Strategies to reduce motor vehicle turning speeds and pedestrian exposure may include smaller corner radii or other geometric features
- Continental crosswalks and PROWAG-compliant curb ramps (two ramps per corner where possible)
- Signal timings will be provided as part of the design to be implemented by selected Contractor during construction.

Section 8: Right of Way Plan Development

Task 8.1: Right of Way Engineering

The CONSULTANT shall be responsible for activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting.

The CONSULTANT shall prepare final right-of-way plans, title research, legal descriptions, route survey plats or right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way in accordance with the <u>Right-of-Way Engineering</u> <u>Procedure Manual</u>, hereinafter called the MANUAL and 865 I.A.C. 1-12.

The CONSULTANT shall compare and study the title information and survey data furnished with it. The CONSULTANT shall write the legal description of every right-of-way parcel in conformity with the MANUAL. All documents, plats and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to INDOT. All documents and plats requiring a seal under this Contract may not be reviewed by INDOT for content.

If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that LPA or the CONSULTANT, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It shall be the CONSULTANTS duty to immediately inform LPA, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by LPA before proceeding on this portion of the work.

The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract.

The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete the work included in this Contract.

The CONSULTANT may, when requested in writing from LPA, undertake additional field work, such as right-ofway staking or general layout, as specifically instructed by LPA. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/ her regularly employed subordinates, and for which he/she takes full responsibility. The CONSULTANT shall bear the responsibility of recording the plats which it prepares.

Taking possession and use by LPA of completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used.

The CONSULTANT shall provide to LPA, on appropriate electronic media, a copy of prepared legal descriptions, any computer generated land plats and all calculated coordinate points that relate to the work.

The CONSULTANT agrees to attend such conferences with the officials of LPA and other interested agencies, as may be required, in connection with the work. The CONSULTANT will make its services available to LPA during the land appraising and acquisition for the interpretation of its work where disagreement may arise. The CONSULTANT will be available during appraising and acquisition in the event unforeseen or unusual conditions arise.

The CONSULTANT shall review the construction plans to verify that the right-of-way lines shown match those shown on the final right-of-way plans prior to submitting final construction plans. Deliverables - The

CONSULTANT shall furnish the Right-of-Way Plans in accordance with Chapter 85 of the Indiana Design Manual. The CONSULTANT will submit each parcel file to LPA/INDOT upon completion of the described services.

Task 8.2: Title Research Services

A. <u>PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – PERMANENT RIGHT-OF-WAY</u>

1. COVER SHEET

- a. The TITLE AND ENCUMBRANCE REPORT cover sheet shall follow the format shown below.
- b. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, a note may be used to direct the reader's attention to the chain of title.
- f. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
- g. The cover sheet shall include the certification statement shown below. The consultant performing the search shall sign and date the cover sheet.

TITLE AND ENCUMBRANCE REPORT

Indiana Department of Transportation Division of Production and Planning Real Estate Section

			ty:	Pol. Twp.:		
		Road:		Des. No.		
Sec.	Twp.	Rge.	Acreage			Key Number
					impi vie.	Key Number
	L	AST OV	WNER OF RE	CORD		
		MORT	GAGE RECO	RD		
age:	Amoun	t:	Date	:d:		
		•				
			Ease	ments:		
			Taxe	s are current.		
		CE	RTIFICATE			
	Sec.	L	LAST ON LAST ON MORTO age: Amount:	LAST OWNER OF RE MORTGAGE RECO age: Amount: Date Ease	Assesse Sec. Twp. Rge. Acreage Land LAST OWNER OF RECORD MORTGAGE RECORD age: Amount: Dated:	Sec. Twp. Rge. Acreage Land Improve. LAST OWNER OF RECORD MORTGAGE RECORD age: Amount: Dated:

against the caption real estate.,

DATED:

SIGNED:

CONSULTANT

2. <u>CAPTION</u>

a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. <u>CHAIN OF TITLE</u>

- a. The chain of title shall be presented as entries which address all conveyances and encumbrances that affect the caption property. The entries shall be listed chronologically, by date, from the oldest to the newest.
- b. The chain of title shall begin with the first conveyance of the caption property which falls at least twenty years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.
- c. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following information: grantor, grantee, type of conveyance or legal action, and complete recording information.
- d. Any sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In additions, any instruments referred to in the caption description, or required to define the caption description, shall be copied and attached.
- e. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished, including the complete metes and bounds description, dedication, all approvals and certificates, etc. One legible copy of the subdivision plats for any other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.
- f. In the event that the last conveying instrument contains an incomplete or faulty legal description, the Consultant shall make a note to that effect.
- g. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.
- h. All easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.
- i. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, any subsequent assignments shall be shown.
- j. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the "Key" number (with each tract identified, if applicable), the amount and current status of the taxes.
- k. Any defects in the chain of title shall be accompanied by the title researcher's note explaining the defect.

5. <u>CONTIGUOUS PROPERTY</u>

- a. A search for contiguous property is require for the Department's Engineering and Condemnation procedures.
- b. Contiguous property is property that is owned by the same entity as the caption and 1) has unity for use" with the caption property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption property.

- c. Any property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect); has been sold off (requiring a copy of the instrument of conveyance); or is beyond a one mile radius of the caption property (requiring a statement to that effect).
- d. Any property that is known to have "unity of use" with the caption property shall be shown as contiguous property.
- e. Any property that is indicated on the plans supplied by the Department as being owned by the same entity as owns the caption property should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.
- f. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.
- g. No liability shall be incurred by the Consultant regarding contiguous property.

6. AUDITOR/ASSESSOR PLATS

a. The Consultant shall provide one copy of the Auditor's or Assessor's plat(s), which covers the project area, and one copy of any applicable subdivision plat(s).

7. <u>GENERAL</u>

- a. Each Title and Encumbrance Report and the attachments thereto shall be submitted in <u>DUPLICATE</u>.
- b. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.
- c. The Consultant agrees to testify in court in behalf of the State on any title work prepared under this contract should he/she be required to do so by the Department. In consideration for actions taken by the consultant, the department will agree in writing to fees for testimony prior to the date the consultant must testify.
- d. The Consultant agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the Department. Any parcel that does not meet such requirements shall be further documented without additional compensation to the Consultant.

B. <u>PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – TEMPORARY RIGHT-OF-WAY</u>

1. COVER SHEET

- a. The cover sheet shall follow the format as found in Attachment "1", with the words "TEMPORARY R/W" added to the title.
- b. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. No mortgage search is required for temporary R/W.
- f. No judgment or easement searches are required for temporary R/W.
- g. The status of the taxes shall be noted on the cover sheet.
- h. The cover sheet shall include the certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The consultant performing the search shall sign and date the cover sheet.

2. <u>CAPTION</u>

a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. TAXES

a. The "key" number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

5. GENERAL

- a. The Consultant shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.
- b. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.

C. SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)

- 1. When requested, the Consultant shall provide title work from the date of the original Title and Encumbrance Report to the present date. The Consultant shall provide the following, in duplicate:
 - a. A cover sheet which identifies any changes and the associated recording documents. In addition, the Consultant shall note the current status of the taxes.
 - b. Copies of any documents recorded since the date of the original Title and Encumbrance Report which affect the caption property.

Task 8.3: Appraisal Problem Analysis Services

The Consultant agrees to make the Appraisal Problem Analysis Report of each and every parcel.

The Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding noncompensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those existing, or that unlooked-for developments will not occur. The Consultant is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the Consultant shall inform LPA/INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The Consultant agrees to updating reports at the request of LPA/INDOT and/or testify in court on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.

The Consultant shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT.

Assumptions:

• A total of fourteen (14) parcels have been identified as potentially impacted, which requires title work from seventeen (17) parcels based on tax identification numbers.

Items Specifically Not Included

- Appraisals
- Buying/Negotiations
- Right of Way Management

Section 9: Post Bid Services

The CONSULTANT will provide LPA up to 60 hours of design services throughout the construction process to clarify any design elements on the project. Such services consist of:

- Responding to RFIs and other questions from the contractor;
- Attending one (1) pre-construction conference prior to construction;
- Prepare any revised drawing, supplemental specifications, or special provisions required for the Addenda to the Bid Documents;
- Assist LPA in the review of bid documents.



Figure A-1 Project Area Sare Rd. Multi-Use Path Des. 1700736 City of Bloomington

Sec. Burnet



Figure A-2 Survey Limits Sare Rd. Multi-Use Path Des. 1700736 City of Bloomington

Sec. Barry Barry






Assumed parcel for R/W Engineering

Figure A-4 (2 of 4) R/W Engineering Parcel Map Des. 1700376 City of Bloomington





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 bridge and bridge inspection reports within the project limits
- 4. Existing signal timing plans for traffic signals at Sare Rd & Moores Pike.
- 5. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
- 6. Available data from the transportation planning process
- 7. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
- 9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
- 10. The following GIS data layers (shapefiles), if available:
 - Street Centerlines
 - o Sidewalk
 - o Right-of-Way
 - Pedestrian Facilities
 - Traffic Signal Equipment
 - o Drainage Structures
 - o Utilities
 - Street Lights
 - o Signs
- 11. Existing AADT on Sare Rd & Moores Pike.
- 12. Existing peak hour turning movement counts for the Sare Rd & Moores Pike intersection.
- 13. Existing Synchro capacity analysis for the Sare Rd & Moores Pike intersection.

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:

Task	Anticipated Completion Date
Notice to Proceed	3/1/2018
Stage 1 Plans	6/1/2018
Preliminary Field Check	8/1/2018
Final R/W Plans	9/24/2018
Environmental Approval	9/24/2018
Stage 3 Plans	8/23/2019
Final Tracings	10/7/2019
Project Letting	1/15/2020

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a maximum amount payable not to exceed \$339,322.00, which shall not be increased unless a modification of this Agreement is approved in writing by the LPA and the Indiana Department of Transportation. The following is a breakdown of the tasks and associated fees;

Topographic Survey – SJCA (DBE)	\$40,340.00	Lump Sum
Parcel R/W Staking (14 parcels @ \$200 Each)- SJCA (DBE)	\$2,800.00	Per Parcel (NTE)
Environmental Document – NS Services (DBE)	\$25,016.00	Lump Sum
Structure Design	\$36,080.00	Lump Sum
Hydraulics/Permitting	\$34,238.00	Lump Sum
Roadway Design	\$82,348.00	Lump Sum
Geotechnical Engineering/Report	\$47,155.00	NTE
Traffic Design	\$12,392.00	Lump Sum
R/W Engineering	\$51,240.00	NTE
Post Bid Services	\$7,713.00	Hourly NTE
Total Maximum Compensation	\$339,322.00	NTE

- 2. The fees for Geotechnical Engineering/Report will be based on the actual number of soil borings necessary to complete the geotechnical report and shall not exceed the amount listed above in the fee schedule unless a modification of this Agreement is approved in writing by the LPA and the Indiana Department of Transportation.
- 3. The fees for R/W Engineering will be based on the actual number of parcels that require R/W Engineering, title work, and appraisal problem analysis based on standard INDOT accepted fees. The fee for this work shall not exceed the amount listed above in the fee schedule unless a modification of this Agreement is approved in writing by the LPA and the Indiana Department of Transportation.
- B. Method of Payment
 - 1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage competed, and prior payments.
 - 2. The LPA, for and in consideration of the rendering of the professional services provided for in Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LPA but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.





Board of Public Works Staff Report

Project/Event: Request for lane closure and intermittent full closure on Country Club Drive

Staff Representative: Sara Gomez

Petitioner/Representative: Duke Energy/ Julie Poynter

Date: February 6th, 2018

Report: Duke Energy is requesting a one lane closure on Country Club Drive between S Rogers and S Walnut from February 12th-February 16th between the hours of 8am-5pm. Duke is also requesting a temporary intermittent road closure at the same location. The intermittent closure request is for February 15th between the hours of 9am-1pm. The road closures would be intervals 10 minutes closed, 45 minutes open during the 4 hour time span. The closure is being requested so Duke may get their transmission work done before the county begins their bridge work at this location.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Duke Energy for the lane closure and intermittent full road closure at Country Club Drive between S Rogers and S Walnut.

Recommend 🛛 Approval 🗌 Denial by Sara Gomez

Memorandum of Understanding Between City of Bloomington Planning and Transportation Department and Duke Energy

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Duke Energy outlines the binding conditions placed upon and agreed to by Duke Energy, in exchange for use by Duke Energy, its agents and subcontractors, of certain public rightof-way during the repair of the County Bridge 73, on West Country Club Drive, between South Rogers Street and South Walnut Street, in Bloomington, Indiana (hereinafter the "Construction Site").

- 1. This MOU shall cover the time period from February 12, 2018 through February 16, 2018, inclusive.
- 2. Planning and Transportation shall allow Duke Energy to block and restrict from general public usage the roadway within the Construction Site. Duke Energy shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
- 3. Duke Energy shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-ofway usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Duke Energy shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 4. Duke Energy shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Duke Energy.
- 5. Duke Energy shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Duke Energy shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and

performed by Duke Energy, their employees, agents, contractors and subcontractors.

- Duke Energy shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
- 7. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 8. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 9. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 10. Duke Energy agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of the use of the described right-of-way by Duke Energy, whether such claims may be brought by the City of Bloomington or by any third party.
- 11. Prior to beginning work, Duke Energy shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
- 12. Duke Energy shall make its on-site supervisory personnel available for biweekly meetings with the City Planning and Transportation staff for progress updates.
- 13. Juliana Poynter of Duke Energy agrees by signing that she has full power by proper action to enter into this MOU and has the authority to do so.

By: _____ Kyla Cox Deckard, President Board of Public Works

Date: _____

By: _____ Terri Porter, Director Planning and Transportation Dept.

Date: _____

By: _____ Philippa M. Guthrie, Corporation Counsel

Date: _____

Duke Energy

By: _____ Juliana Poynter, Project Manager

Date: _____



Julianna Poynter 1000 E. Main St. Plainfield, IN, 46168 February 1, 2018

RE: Country Club Road lane restrictions in support of Monroe Co. Bridge 73

To Whom It May Concern:

Duke Energy (DEI) is planning a single lane closure from February 12th through February 16th along Country Club Road, between S. Rogers Street and South Walnut St., to complete the transmission portion of the 6991 Monroe Co Bridge 73 project. Duke Energy will be instituting intermittent full lane closures from 9am to1pm on February 15, 2018, to pull four spans of conductor across Country Club Road in accordance with the attached Management of Traffic Plan.

Duke Energy would like to communicate these lane restrictions, to best mitigate any inconveniences caused by said lane restrictions to the citizens and visitors of the City of Bloomington. Please be aware of these closures from February 12th through February 16th, from 8am to 5pm, daily.

Sincerely,

Julianna Poynter Project Management Specialist Duke Energy Midwest Work: (317)838-1220 Cell: (317)690-4413 Email: Julie.Poyner@Duke-Energy.com

Enclosure



Public Works Department

401 N Morton Street, Suite 120 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3410 Fax: (812) 349-3520 Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application (Applications are required at least 2 business days before work begins)			
	<u>Iger 5 J7.</u>	J. Walnut St. (To)	
Type of Closure (check all that apply): Maintenance of T ☑Complete Street Closure □One Traffi □Sidewalk/Multiuse Path/Trail □Bi	ic Lane 2 o		
Reason for Closure: Work on Sidewalk/Multi	use Path/Trail	□Work in Street	
□Loading and Unloading ☑Utility Work □Sp	ecial Event	Work on Private Property	
Other:			
Date(s) of Closure: From/5_//β To/ > 2 weeks? □ Yes	(15/18	Start Time:: (a.m. / p.m. End Time:: a.m. / (p.m.)	
Overnight Closure Required: Yes 2No		Intervals of 10 min. closed, 45	
The applicant hereby certifies and agrees as follows: (1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indem- nify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emer- gency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Depart- ment). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.			
Applicant Information:			
Name or Organization: Duk: Energy			
Contact Person (Printed Name): Julianna Poynter			
Contact Email: julie. pountero Duke-energy. w.	\$	e No.: (317) 690 - 4413	
Signature: Julianne Paynto		Date:2/1/18	
For Office Use Only		<u>и</u>	
Approved By:	Dept.:	Date:	
Approved By:	Dept.:	Date:	



Public Works Department

401 N Morton Street, Suite 120 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3410 Fax: (812) 349-3520 Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application (Applications are required at least 2 business days before work begins)		
Location: <u>W. Country Club Or.</u> (Street)	5. Rogers 57. (From)	5. Walnut St. (To)
Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL □Complete Street Closure ☑One Traffic Lane □ 2 or more Traffic Lanes □Alley		
Sidewalk/Multiuse Path/T Reason for Closure: UVork on Si Loading and Unloading	idewalk/Multiuse Path/Trail	Derking Lane
Other:	K Especial Event	
Date(s) of Closure: From $2 - 12 - 18$ To $2 - 16 - 18$ Start Time: $8 : 00$ (a.m) / p.r> 2 weeks?YesYiNoEnd Time: $5 : 00$ (a.m. (p.n)		
Overnight Closure Required: □Yes	12No	

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bioomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bioomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bioomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bioomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Duke Energy		
Contact Person (Printed Name): Julianna	Poynter	
Contact Email: julie. Doyn tere Duke-	_ Contact Phone No.: (<u>317) (690 - 4413</u>
Contact Email: julie. poyn fer Ouke- Signature:	Date:	2/1/18
For Office Use Only		
Approved By:	Dept.:	_ Date:
Approved By:	Dept.:	_Date:





Board of Public Works Staff Report

Request of permission to close West Country Club Drive for the purpose of installing 42" diameter sanitary sewer pipe, on West Country Club Drive between South Walnut Street and South Rogers Street
Planning and Transportation Department/City of Bloomington Utilities/Infrastructure Systems, Inc.
Dan Backler, Public Improvements Manager
2/6/2018

Report: The South Central Interceptor is a city-wide sanitary storm sewer update project that involves the installation of nearly 12,000 feet of new sewer pipe. Much of the construction is complete. The pipe must cross West Country Club Drive so, in an effort to mitigate the effects on the public, CBU and their contractor have scheduled this crossing to be performed just before the County begins their demolition of Bridge 73. Working on the projects concurrently has been determined not to be feasible but an effort is being made to close the road only once and to only need to set up closure and detour signage once.

The work is scheduled to begin on March 5, 2018 and last until March 26, 2018.

Recommendation and Supporting Justification: Staff recommends that the Board approve permission to CBU, to close said portions of the right-of-way.

Recommend Approval Denial by

Dan Backler

Memorandum of Understanding Between City of Bloomington Planning and Transportation Department and City of Bloomington Utilities

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and City of Bloomington Utilities outlines the binding conditions placed upon and agreed to by City of Bloomington Utilities in exchange for use by City of Bloomington Utilities, its agents and subcontractors, of certain public right-of-way during installation of 42" sanitary sewer pipe, crossing West Country Club Drive, between South Walnut Street and South Rogers Street, in Bloomington, Indiana (hereinafter the "Construction Site").

- 1. This MOU shall cover the time period from March 5, 2018 through 26, 2018, inclusive.
- 2. Planning and Transportation shall allow City of Bloomington Utilities to block and restrict from general public usage the roadway within the Construction Site. City of Bloomington Utilities shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
- 3. City of Bloomington Utilities shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, City of Bloomington Utilities shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 4. City of Bloomington Utilities shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by City of Bloomington Utilities.
- 5. City of Bloomington Utilities shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. City of Bloomington Utilities shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this

MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by City of Bloomington Utilities, their employees, agents, contractors and subcontractors.

- 6. The City of Bloomington shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 7. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 8. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 9. City of Bloomington Utilities agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of the use of the described right-of-way by City of Bloomington Utilities whether such claims may be brought by the City of Bloomington or by any third party.
- 10. Prior to beginning work, City of Bloomington Utilities shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
- 11. City of Bloomington Utilities shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
- 12. Phil Peden of City of Bloomington Utilities agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

By: _____ Kyla Cox Deckard, President Board of Public Works

Date: _____

City of Bloomington Utilities

Ву:_____ _____ Phil Peden, Utilities Engineer

Date: _____

By: _____ Terri Porter, Director Planning and Transportation Dept.

Date: _____

By: _____ Philippa M. Guthrie, Corporation Counsel

Date: _____



CITY OF BLOOMINGTON UTILITIES Engineering Department

January 31, 2018

Dan Backler

401 N Morton St., Suite 130

Bloomington, IN 47404

RE: Country Club Drive - Road Closure Request

Mr. Backler,

The City of Bloomington Utilities has a sanitary sewer project underway. The South Central Interceptor sewer is a 42" diameter sewer being installed from Gordon Pike to Davis St., totaling nearly 12,000 feet of pipe. Much of the construction is complete but we still need to cross W Country Club Drive near the B-Line Trail. We have coordinated our potential crossing with the County and their contractor who will be replacing the Country Club Bridge this spring. This crossing is critical to our project as it is approximately the midpoint of the new sewer and the majority of both the upstream and downstream sections have already been installed.

We respectfully request permission to close the Country Club Drive at the B-Line trail crossing for approximately 3 weeks, beginning March 5, 2018. This closing is congruent with the bridge contractor's road closure. They have agreed to allow us to complete our crossing just prior to their work starting. This will add approximately 3 weeks to their 120 day road closure.

Sincerely,

Phil Peden, PE Utilities Engineer, City of Bloomington

RCA Community Park Playground

Country View Apartments.

Community Cars 🥝

Company and

The part

pp Rd-W Country Club Dr W Country Club Dr

0.034

14

PROJECT/ **CLOSURE** LOCATION

Ś

-Lucky's Market 🤜

Bloomington High School South

E Winslow Rd

The City of

Bloomington Utilities

E-Winslow Rd

pd Pl. pont

Acadia Court Apartments

Aver's Pizza, South

Hoosier Woodworks

T&T Pet Food & Supply-

Google

Google Maps 39°08'09.4"N 86°32'00.1"W



Imagery ©2018 Google, Map data ©2018 Google 1000 ft 🛏



Board of Public Works Staff Report

Project/Event:	Request of permission to close road for the purpose of removing and replacing County Bridge 73, on West Country Club Drive between South Walnut Street and South Rogers Street
Petitioner/Representative:	Planning and Transportation Department/Monroe County/CLR, Inc.
Staff Representative:	Dan Backler, Public Improvements Manager
Date:	2/6/2018

Report: County Bridge 73 is on Country Club Drive between Walnut and Rogers. It crosses Clear Creek. The bridge is slated for demolition and replacement. Bridge maintenance is the responsibility of the County. Therefore the contractor, on behalf of the County, is requesting permission from the Board to close Country Club Drive for the purpose of removing and replacing County Bridge 73.

CLR has worked to coordinate with City of Bloomington Utilities and Infrastructure Systems who are working on a project nearby that will require a similar closure in an attempt to mitigate the effect of the closure on the public.

The work is scheduled to begin on March 26, 2018 and last until July 23, 2018.

Recommendation and Supporting Justification: Staff recommends that the Board approve permission to CLR, Inc., to close said portions of the right-of-way.

Recommend Approval Denial by Dan Backler

Memorandum of Understanding Between City of Bloomington Planning and Transportation Department and CLR, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and CLR, Inc., outlines the binding conditions placed upon and agreed to by CLR, Inc., in exchange for use by CLR, Inc., its agents and subcontractors, of certain public right-of-way during the repair of the County Bridge 73, on West Country Club Drive, between South Rogers Street and South Walnut Street, in Bloomington, Indiana (hereinafter the "Construction Site").

- 1. This MOU shall cover the time period from March 26, 2018 through July 23, 2018, inclusive.
- 2. Planning and Transportation shall allow CLR, Inc., to block and restrict from general public usage the roadway within the Construction Site. CLR, Inc., shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
- 3. CLR, Inc., shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-ofway usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, CLR, Inc., shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 4. CLR, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by CLR, Inc.
- 5. CLR General Contractors, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. CLR General Contractors, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by CLR General Contractors, Inc., their employees, agents, contractors and subcontractors.

- 6. CLR General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
- 7. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 8. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 9. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 10. CLR, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of the use of the described right-of-way by CLR, Inc., whether such claims may be brought by the City of Bloomington or by any third party.
- 11. Prior to beginning work, CLR, Inc., shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
- 12. CLR, Inc., shall make its on-site supervisory personnel available for biweekly meetings with the City Planning and Transportation staff for progress updates.
- 13. Karen Brewer of CLR, Inc., agrees by signing that she has full power by proper action to enter into this MOU and has the authority to do so.

By: _____ Kyla Cox Deckard, President, Board of Public Works

Date: _____

By: _____ Terri Porter, Director Planning and Transportation Dept.

Date: _____

By: _____ Philippa M. Guthrie, Corporation Counsel

Date: _____

CLR, Inc.

By: _____ Karen Brewer, Project Manager

Date: _____



NC. CONSTRUCTION - TRANSPORTATION

P.O. BOX 1361 1330 SOUTH 15TH STREET VINCENNES, INDIANA 47591 PHONE (812) 886-0360 FAX (812) 886-0361

2620 N. WALNUT, STE 1110 BLOOMINGTON, IN 47404 PHONE (812) 336-3438 FAX (812) 336-3460

- TO: City of Bloomington Public Works Department
- From: CLR Inc.

Date: January 29, 2018

Re: Street or Traffic Lane Closure Permit Application

To Whom It May Concern:

Please find attached an application from CLR Inc. requesting a permit for the closure of Country Club Drive from South Rogers Street to South Walnut Street with a closure date of March 26, 2018 until July 23, 2018.

It is our understanding from a representative of Infrastructure Systems that a sanitary sewer project will be requesting closure of Country Club Drive prior to our closure so they may complete the sanitary sewer portion which will run under Country Club Drive as well.

Men Blan aren Brewer



Public Works Department

401 N Morton Street, Suite 120 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3410 Fax: (812) 349-3520 Email: Public.Works@bloomington.in.gov

(Applications are required at least 2 business days before work begins)			
Location: Country Club Drive (Street)	South Rogers Street (From)	South Walnut Street (To)	
Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL✓ Image: Complete Street Closure □One Traffic Lane □ 2 or more Traffic Lanes □ Alley □Sidewalk/Multiuse Path/Trail □Bike Lane □Parking Lane			
Reason for Closure: □ Work on Sidewalk/Multiuse Path/Trail □ Work in Street □ Loading and Unloading □ Utility Work □ Special Event □ Work on Private Property Ø Other: Bridge Replacement			
Date(s) of Closure: From March 26, 2018 > 2 weeks? ØYes Overnight Closure Required: ØYes	To _ July 23, 2018 □No □No	Start Time:: a.m. / p.m. End Time:: a.m. / p.m.	

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will ablde by all City of Bloomington Inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: CLR Inc.		
Contact Person (Printed Name): Karen Brewer		
Contact Email: kbyewer@ckincgrp.com	Contact Phone No.:812	2-336-3438
Signature: Maleh S. Dure	Date:	24/2018
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Approved By:	Dept.:D	Date:
Approved By:	Dept.:D	Date:



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Board of Public Works Staff Report

Project/Event:	Request of permission to close West Wapehani Road for the purpose of allowing ingress and egress for construction traffic during the removal of Weimer Dam, a project being performed by City of Bloomington Utilities (CBU).
Petitioner/Representative:	Planning and Transportation Department/City of Bloomington Utilities/Associates Four Services
Staff Representative:	Dan Backler, Public Improvements Manager
Date:	2/6/2018

Report: The City of Bloomington Utilities (CBU) has a project underway to remove the Weimer Dam due to deficiencies discovered during an IDNR inspection. This project will require significant truck traffic on the narrow Wapehani Rd. The park will be closed during the 6 month construction period. Therefore, there should be no reason for the road to remain open to the public. The contractors for CBU will allow through traffic for emergency vehicles and residents that live along the east end of the road. Since the road is so narrow the work will require use of the entire road, parking will need to be prohibited along the road edge.

The work is scheduled to begin on April 2, 2018 and last until October 2, 2018.

Recommendation and Supporting Justification: Staff recommends that the Board approve permission to CBU, to close said portions of the right-of-way.

Recommend Approval Denial by Dan Backler

Memorandum of Understanding Between City of Bloomington Planning and Transportation Department and City of Bloomington Utilities

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and City of Bloomington Utilities outlines the binding conditions placed upon and agreed to by City of Bloomington Utilities in exchange for use by City of Bloomington Utilities, its agents and subcontractors, of certain public right-of-way during the removal of Weimer Dam, at the west end of West Wapehani Road, west of South Weimer Road, in Bloomington, Indiana (hereinafter the "Construction Site").

- 1. This MOU shall cover the time period from April 2, 2018 through October 2, 2018, inclusive.
- 2. Planning and Transportation shall allow City of Bloomington Utilities to block and restrict from general public usage the roadway within the Construction Site which includes West Wapehani Road. City of Bloomington Utilities shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
- 3. City of Bloomington Utilities shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, City of Bloomington Utilities shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 4. City of Bloomington Utilities shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by City of Bloomington Utilities.
- 5. City of Bloomington Utilities shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. City of Bloomington Utilities shall restore such right of way and improvements to as good a condition as they were in
immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by City of Bloomington Utilities, their employees, agents, contractors and subcontractors.

- 6. The City of Bloomington shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 7. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 8. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 9. City of Bloomington Utilities agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of the use of the described right-of-way by City of Bloomington Utilities whether such claims may be brought by the City of Bloomington or by any third party.
- 10. Prior to beginning work, City of Bloomington Utilities shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
- 11. City of Bloomington Utilities shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
- 12. Phil Peden of City of Bloomington Utilities agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

By: _____ Kyla Cox Deckard, President, Board of Public Works

Date: _____

City of Bloomington Utilities

By: _____ _____ Phil Peden, Utilities Engineer

Date: _____

By: _____ Terri Porter, Director Planning and Transportation Dept.

Date: _____

By: _____ Philippa M. Guthrie, Corporation Counsel

Date: _____



CITY OF BLOOMINGTON UTILITIES Engineering Department

January 31, 2018

Dan Backler

401 N Morton St., Suite 130

Bloomington, IN 47404

RE: Wapehani Road - Road Closure Request

Mr. Backler,

The City of Bloomington Utilities has a project underway to remove the Weimer Dam due to deficiencies discovered during an IDNR inspection. This project will require significant truck traffic on the narrow Wapehani Rd. We have met with the Parks Board and staff and the Park will be closed during the 6 month construction period. Therefore, there should be no reason for the road to remain open to the public. We will allow through traffic for emergency vehicles and residents that live along the east end of the road. Since the road is so narrow we will need the entire road, parking will need to be prohibited along the road edge.

We respectfully request permission to close the Wapehani Road and prohibit on street parking for 6 months, beginning April 2, 2018.

Sincerely,

Til Petr

Phil Peden, PE Utilities Engineer, City of Bloomington







Board of Public Works Staff Report

Project/Event:	Approval of Amendment No.1 to the Downtown Curb Ramp Construction Inspection Contract
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	02/06/2018

Report: On November 15th, 2016, the Board approved a construction inspection contract with Lochmueller Group, Inc. for the Downtown Curb Ramps Project. Due to an initial low estimate of the required inspection hours, the lack of a field office for inspection personnel, and additional inspections for ramp compliance, the Consultant is requesting an additional 120 hours of work in order to compensate the hours, as well as complete the final construction record. This amendment will increase the original contract amount by \$10,752.00, for a final contract amount of \$65,752.00. Funding for the original contract was approved by the RDC on December 5th, 2016 through Resolution 16-74. Funding for this amendment will be provided by the Consolidated TIF.

Recommendation and Supporting Justification: Staff recommends that the Board approve Amendment No. 1 to the Downtown Curb Ramp Construction Inspection Contract contingent upon approval of the additional funding through the City of Bloomington Redevelopment Commission.

Recommend Approval Denial by <u>Roy Aten</u>

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO ______, BY AND BETWEEN THE CITY OF BLOOMINGTON, HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY, AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS THE CONSULTANT.

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY and CONSULTANT did on November 15, 2016 enter into an Agreement to provide professional services for the Intersection Curb Ramps in the Downtown Area of the City of Bloomington, Indiana, Des No: 1400166; Contract No.: R-37423, and

WHEREAS, additional time is required to complete the Final Construction Record documentation due to the lack of a field office during construction and additional time is required due to the delays caused by the need to verify that the ramps and walks met PROWAG requirements, and

WHEREAS, the Local Public Agency desires the CONSULTANT to complete the additional services, and

WHEREAS, the CONSULTANT has expressed a willingness to provide the required additional services, and

WHEREAS, in order to provide the additional services, it is necessary to amend and supplement the original Agreement, and

NOW, THEREFORE, it is agreed by and between the parties to amend and supplement said Agreement as follows:

I. Section IV COMPENSATION is modified to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$65,752.00**.

II. Sections 1.1 and 1.2 of Appendix "D" are modified to read as follows:

1.1 The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed Sixty Five Thousand Seven Hundred Fifty Two Dollars (\$65,752.00), unless a modification of the Agreement is approved in writing by the Local Public Agency.

Except as herein modified, changed and amended, all terms and conditions of the original Agreement date November 15, 2016 shall continue in full force and effect.

This Amendment No. 1 increases the previous not-to-exceed total of \$55,000.00 by \$10,752.00 to a new not-to-exceed total of \$65,752.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

LOCHMUELLER GROUP, INC.	CITY OF BLOOMINGTON
Michael R. Hinton President/Chief Executive Officer	Signature
	Print Name and Title
Attest:	Signature
Matthew E. Wannemuehler	
Vice President/Chief Administrative Officer	Print Name and Title
Date	_
	Signature
	Print Name and Title
	Date



3502 Woodview Trace, Suite 150 Indianapolis, Indiana 46268 PHONE: 317.222.3880 TOLL FREE: 888.830.6977

January 8, 2017

Roy Aten, Project Manager City of Bloomington, Planning and Transportation Department 401 N. Morton St., Suite 130 Bloomington, IN 47404

RE: INDOT Contract R-37423 Additional Funds Request

Mr. Aten,

This letter is to serve as request and justification for additional funds for the inspection of R-37423 sidewalk and curb ramp project for the City of Bloomington. Lochmueller Group has accrued additional time for the inspection of this project that was unforeseen as detailed below.

In early October, 2016, Lochmueller Group provided a cost breakdown for the inspection fee based on the best information we had at that time. Initially we believed that the Final Construction Record documentation could be completed during the construction process and be ready for submittal at the completion of the project. This assumption was based on the belief that the paperwork could be completed daily during inspection. The project was bid without a field office making the amount of paperwork that could be completed in the field much less than originally planned. We would like to request funds for an additional 80 hours of office time that was needed to complete the contract documents.

Additional time was also incurred due to adjustments in layout of ramps and walks in regards to PROWAG interpretations and INDOT. At several times throughout the project, delays were incurred when layout locations either differed from the plans or could not fit in the actual locations. Each occurrence was referred to INDOT for interpretation and approval. These conflicts added additional time for inspection and lengthened construction time for each location. Although no additional time was granted per Change Order, additional inspection time was still needed. We would like to request an additional 40 hours of inspection time for these delays.

At the current contract rate of \$89.60 for the Project Supervisor, these additional 120 hours would total \$10,752.00. Please let me know if you have any questions or if you require additional information.

Respectfully,

Reid & Chading

Keith G. Chadwick, P.E. Lochmueller Group

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of <u>Nounbull</u>, $20 \underline{W}$ ("Effective Date") by and between the City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Lochmueller Group, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1400166; Contract No.: R-37423

Project Description: Intersection Curb Ramps in the Downtown Area of the City of Bloomington, Indiana

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 August 21, 2017. 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 \$55,000.00.

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. <u>Access to Records</u>. 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. <u>Audit</u>. 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. <u>Authority to Bind Consultant</u>. 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. <u>Certification for Federal-Aid Contracts Lobbying Activities</u>

- 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.
- Β. 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**

- Α. 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.
- Β. 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.
- 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. <u>Condition of Payment</u>. 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. <u>Confidentiality of LPA Information</u>

- 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. <u>DBE Requirements</u>

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. <u>Non-Discrimination</u>

- 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, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors 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. <u>Disputes</u>

- 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;
 - 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.** <u>Employment Eligibility Verification</u>. 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. <u>Governing Laws</u>. 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. <u>Liability</u>. 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. <u>Independent Contractor</u>. 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. <u>Insurance - Liability for Damages</u>

- 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 for the errors or deficilt 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, subconsultants 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.

П. 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. <u>Merger and Modification</u>. 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. <u>Notice to Parties</u>: 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:

Lochmueller Group, Inc. 6200 Vogel Road Evansville, Indiana 47715

Notices to the CONSULTANT shall be sent to:

City of Bloomington Attn: Neil Kopper 401 N. Morton STreet, Suite 130 Bloomington, Indiana 47404

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.
- Payments. All payments shall be made in arrears and in conformance with the LPA's fiscal policies 26. 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.

CITY OF BLOOMINGTON

- 28. <u>Pollution Control Requirements</u>. 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;
 - 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. <u>Severability</u>. 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. <u>Status of Claims</u>. 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. <u>Sub-consultant Acknowledgement</u>. The CONSULTANT agrees and represents 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. <u>Substantial Performance</u>. 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. <u>Taxes</u>. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
- 34. <u>Termination for Convenience</u>
 - 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. <u>Termination for Default</u>

- 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. <u>Default by the LPA</u>. 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.

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.

LOCHMUELLER GROUP, INC.

Michael R. Hinton President/Chief Executive Officer

CITY OF BLOOMINGTON

ard of 1KS 1115/16

Attest:

Matthew E. Wannemuehler Vice President/Chief Administrative Officer

201 Date

11/16/16 Signature nning Print Name and Title ignature Print Name

	CITY OF BLOOMINGTON
	Legal Department
	Reviewed By:
	Jacie Moore
and the second s	DATE: 11.4.16

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CITY OF BLOOMINGTON Page 17 of 17 W:\ACCNTING\CONTRACT\BLOOMINGTON CITY OF\1160088 INTERSECTION CURB RAMPS CE\AGR WITH CITY 102516.DOC

116-0088-0CE

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.

The CONSULTANT shall be responsible for performing the following activities:

1.0 ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section 2.0 below of this Appendix, the CONSULTANT shall provide one (1) full-time Resident Project Representative, and Inspectors, clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation (INDOT) and no personnel shall be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The Resident Project Representative shall take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The Resident Project Representative shall coordinate project activities with the LOCAL PUBLIC AGENCY's Project Coordinator and INDOT Area Engineer.

2.0 <u>DESCRIPTION OF SERVICES</u>

- 2.1 <u>Construction Schedule</u>: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.
- 2.2 <u>Conferences</u>: Attend pre-construction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, State, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, State

and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

- 2.3 Liaison: Serve as the LOCAL PUBLIC AGENCY's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.
- 2.4 Cooperate with the LOCAL PUBLIC AGENCY in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
- 2.5 Assist the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- Assist the LOCAL PUBLIC AGENCY and INDOT in obtaining from the 2.6 Contractor additional details or information when needed at the job site for proper execution of work.
- 2.7 Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
- 2.8 Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
- 2.9 Shop Drawings:
 - 2.9.1 Receive shop drawings and falsework drawings and then forward to the Design Consultant or INDOT for review.
 - 2.9.2 Record receipt of reviewed shop and falsework drawings, specifications and other submissions and maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - 2.9.3 Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before review of shop drawings or samples, where such are required, and advise the LOCAL PUBLIC AGENCY and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
- 2.10 Review of Work. Inspection and Tests:
 - 2.10.1 Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - 2.10.2 Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Testing Frequency Manual. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and INDOT.

- 2.10.3 Verify that required testing has been accomplished.
- 2.11 <u>Modification</u>: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and INDOT.
- 2.12 <u>Records</u>:
 - 2.12.1 Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - 2.12.2 Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or log book to the LOCAL PUBLIC AGENCY.
 - 2.12.3 Maintain for the LOCAL PUBLIC AGENCY, a record of names, addresses and telephone numbers of all subcontractors and major material suppliers.
 - 2.12.4 Maintain a set of drawings on which authorized changes are noted, and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project.
 - 2.12.5 Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LOCAL PUBLIC AGENCY. The original document shall be submitted to INDOT with a copy to the LOCAL PUBLIC AGENCY.
- 2.13 <u>Reports</u>: Furnish to the INDOT and the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- 2.14 <u>Progress Estimates</u>: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY and INDOT for review and processing. The payments to the Contractor shall be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
- 2.15 <u>Project Responsibility</u>: The Resident Project Representative shall be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
- 2.16 <u>Work Schedule and Suspension</u>: The CONSULTANT'S crew shall be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT Area Engineer and project budget. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.

Version 4-07-2016

- 2.17 <u>Contract Administration</u>: The CONSULTANT shall administer the contract in accordance with INDOT procedures.
- 2.18 <u>Utility Relocation Inspection</u>: Monitor the relocation of utilities within the project limits to verify that conflicts between the project construction and utilities are minimal; review and approve invoices for federal reimbursement of utility relocation costs.
- 2.19 <u>Conflict of Interest</u>: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or prepare falsework drawings and shop drawings for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT. For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

3.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:

- 3.1 Advising or assuming control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 3.2 Advising or assuming control over security or safety practices, precautions, and programs in connection with the activities or operations of LOCAL PUBLIC AGENCY or Contractor.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

- 1.0 LOCAL PUBLIC AGENCY shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT and the LOCAL PUBLIC AGENCY.
- 2.0 Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

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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:

The CONSULTANT shall be prepared to begin the work under this Agreement within five (5) calendar days after the execution of this Agreement. The CONSULTANT shall complete and deliver the final construction record and final estimate to the LOCAL PUBLIC AGENCY within forty five (45) calendar days after the contractor's last day of work.

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APPENDIX "D"

1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed Fifty Five Thousand Dollars (\$55,000.00), unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
- 1.2 The CONSULTANT shall be paid for providing the services set forth in Sections 2.1 through 2.18, inclusive, of Appendix "A" of this Agreement based on the actual hours of work performed in accordance with the following rate schedule:

	2017	2017
	Regular	Overtime
	Rate	Rate
Construction Engineer III	\$141.98	\$164.17
Construction Engineer I	\$89.60	\$103.60
Construction Inspector I	\$78.98	\$91.31

- 1.3 For those services performed by the CONSULTANT, the CONSULTANT shall be reimbursed for mileage at the current INDOT allowable mileage reimbursement rate at the time the mileage is incurred.
- 1.4 For those services performed by other than the CONSULTANT, the CONSULTANT shall be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement thereof.
- 1.5 In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the forty hour weekly total. Overtime premium wages will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy.

2.0 <u>Method of Payment</u>

2.1 The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

City of Bloomington Attn: Neil Kopper 401 N. Morton Street Bloomington, Indiana 47404

- 2.2 The invoice vouchers shall represent the value to the Local Public Agency of the partially completed work as of the date of the invoice voucher. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last invoice voucher was submitted, and the hourly rate.
- 2.3 If the LOCAL PUBLIC AGENCY does not agree with the amount claimed by the CONSULTANT on an invoice voucher, the LOCAL PUBLIC AGENCY shall send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's last known address.
- 2.4 If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify the LOCAL PUBLIC AGENCY and the status will be evaluated.

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Board of Public Works Staff Report

Project/Event:	Approve Change Order #1 for the Pedestrian Safety and Accessibility at Signalized Intersections Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	02/06/2018

Report: On April 4th, 2016, the Board approved an INDOT LPA Agreement for the installation of pedestrian signal heads at various traffic signal locations throughout the City. The project was let on December 13th, 2017 and awarded to Ragle Inc. for construction. A subsequent notice-to-proceed was issued on January 23rd, 2018 and construction is scheduled to begin on March 5th, 2018. The original contract called for the installation of four 'Kallays Compact' Juniperus bushes at the intersection of East Atwater Avenue and South Woodlawn Avenue. It was determined by City and INDOT staff that these bushes are not required for this project. This change order will delete this item from the contract and result in a reduction of \$340.00 from the original \$773,760.00 contract amount.

Recommendation and Supporting Justification: Staff recommends that the Board approve Change Order #1 for the Pedestrian Safety and Accessibility at Signalized Intersections Project.

Recommend Approval Denial by <u>Roy Aten</u>

Page: 1

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Contract Information	Contract No.: T -39434	Letting Date:12/13/2017
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Greasor, Roger A Status:Draft
Change Order Information	Change Order No.: 001	EWA: N or Force Acct: N
Date Generated: 01/25/2018	Date Approved: 00/00/0000	
Reason Code: SCOPE CHANGES, De	leted Quantities/Items	
Description: Eliminated Item #20 - Plan	t, Coniferous Evergreen	
Original Contract Amount	\$ 773,760.00	
Current Change Order Amount	\$-340.00	Percent: -0.044 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$-340.00	Percent: -0.044 %
Modified Contract Amount	\$ 773,420.00	
Time Extension Information		
Date Initiated 00/00/0000	Date Completed 00/00/0000	
Original Contract Time	SS Completion Date 00/00/0 SP Date 00/00/0000 (SS = Standard Specification	000 or SS Calendar/Work Days 0 or SP Days , SP = Special Provision)
Time Element Description:		
Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE: DCE	: SCE: DDCM:
	SS Days	SP Days Value \$
Revised Contract Time	SS Completion Date 00/00/0 SS Date 00/00/0000	000 or SS Calendar/Work Days 0 or SP Days 0
INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Review and Approval Information			
Required Approval Authority	AE: DCE:	SCE:	* DDCM:*
(\$ per Change Order)	(- LE \$ 250K-) (- LE \$ 750K	(LE \$	5 2 M) (GT \$ 2 M)
(Days per Contract)	(50 SS days) (100 SS day	ys)(200 S	S Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by	_ Date Issu	led
Total Change To-Date>5%?	Y / N If Y , Copy to Program	n Budget Ma	anager
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM)		
	Date to PM	Date Ret	urned
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_		Date
	If N,Resolution: Approved _		Disapproved
	Resolved by		Date
LPA Signatures Required?	Y / N If Y, Date to LPA		_ Date Returned
FHWA Signatures Required?	Y / N If Y, Date to FHWA		_ Date Returned
* Field Engineer Recommendation (Re	equired for SCE or DDCM App	proval)	
Field Engineer		Date	
Comments:			

Contract No:T -39434 Change Order No:001 INDIANA Department of Transportation

Contract:	T -39434
Project:	1600426 - State:160042600LC5
Change Order Nbr:	001
Change Order Description:	Eliminated Item #20 - Plant, Coniferous Evergreen
Reason Code:	SCOPE CHANGES, Deleted Quantities/Items

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Char	nge	
0020	1600426	0020	622-05630	EACH	85.000	-4.000	С	Amount:\$	-340.00	
Item D	escription: PL	ANT, CO	NIFEROUS EVE	ERGREEN	, GLOBE DWAR	F, OVER 18 TO	24 IN.			
Supple	emental Descrip	tion1:								
- ·										

Supplemental Description2:

Total Value for Change Order 001 = \$-340.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Change Order deletes Item 20: Plant, Coniferous Evergreen, Globe Dwarf, Over 18 to 24 Inch per direction from the City of Bloomington. This Change Order includes all Labor, Materials, Equipment, and Traffic Controls associated with the operation. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor:_____

Signed By:_____

Date:_____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

INDIANA Department of Transportation

	APPROVED FOR LO	CAL PUBLIC AGENCY	
(SIGNATURE)	(TITLE)	(DATE)	
(SIGNATURE)	(TITLE)	(DATE)	

		CONSIDERATION	
PE/S			
*****	*****	*****	
	APPROVED FOR INDIANA DEP.	ARTMENT OF TRANSPORATION	



Roy Aten <atenro@bloomington.in.gov>

Tue, Jan 23, 2018 at 1:34 PM

FW: T-39434-A Intersection Improvements RFI Line Item #20 4 messages

Roger Greasor <rgreasor@hwcengineering.com> To: "atenro@bloomington.in.gov" <atenro@bloomington.in.gov> Cc: "andrew.peters@aecom.com" <andrew.peters@aecom.com>

Gentlemen,

See question below, can you provide the information Ragle is seeking.

Roy, you inferred these trees were a requirement by IU, so do they need to be contacted?

Thanks

Roger A. Greasor

Senior Resident Project Representative

812-466-6561 mobile

rgreasor@hwcengineering.com

HWC Engineering

135 N. Pennsylvania Street, Suite 2800

Indianapolis, IN 46204

317-981-1278 direct

www.hwcengineering.com



From: Michael Runion [mailto:mrunion@ragleinc.com] Sent: Tuesday, January 23, 2018 12:55 PM To: Roger Greasor <rgreasor@hwcengineering.com> Subject: T-39434-A Intersection Improvements RFI Line Item #20

Roger

Please confirm the species of plant material for line item #20.

Thank you

Michael Runion RAGLE, INC. 5266 S. Vann Rd Newburgh, IN. 47630 o:812.853.9558

c:812.629.8544

Roy Aten <atenro@bloomington.in.gov>

To: Roger Greasor <rgreasor@hwcengineering.com>

 $\label{eq:cc: and rew.peters} @aecom.com" < and rew.peters @aecom.com>, Neil Kopper < koppern @bloomington.in.gov> \\ \\$

Roger,

These came as a request from IU, we are checking with them to determine the need. We may be considering pulling them from the project. However, will that have an impact on any Ragle subs or DBE goals? I think that SOD is still included in the contract. Give us a day or two and we will get back with you on the need.

Thanks,

Roy Aten Project Manager City of Bloomington | Planning and Transportation Dept 812-349-3591

[Quoted text hidden]

Roger Greasor <rgreasor@hwcengineering.com> To: Roy Aten <atenro@bloomington.in.gov> Cc: "andrew peters@aecom com" <andrew peters@aecom (

Cc: "andrew.peters@aecom.com" <andrew.peters@aecom.com>, Neil Kopper <koppern@bloomington.in.gov>

Unsure how it may affect his Subs/DBE; I will have to dig in to see who was providing the item.

Roger A. Greasor

Senior Resident Project Representative

812-466-6561 mobile

rgreasor@hwcengineering.com

HWC Engineering

135 N. Pennsylvania Street, Suite 2800

Indianapolis, IN 46204

317-981-1278 direct

www.hwcengineering.com



From: Roy Aten [mailto:atenro@bloomington.in.gov] Sent: Tuesday, January 23, 2018 2:13 PM To: Roger Greasor <rgreasor@hwcengineering.com> Cc: andrew.peters@aecom.com; Neil Kopper <koppern@bloomington.in.gov> Subject: Re: FW: T-39434-A Intersection Improvements RFI Line Item #20

[Quoted text hidden]

Roy Aten <atenro@bloomington.in.gov> To: Roger Greasor <greasor@hwcengineering.com>

Cc: "andrew.peters@aecom.com" <andrew.peters@aecom.com>, Neil Kopper <koppern@bloomington.in.gov>

Roger,

We have spoken with IU and we are good with having this item removed from the project. Can you check the details, but the LPA wants to eliminate item #20 from the contract.

Thanks,

Wed, Jan 24, 2018 at 10:31 AM

Tue, Jan 23, 2018 at 2:42 PM

Tue, Jan 23, 2018 at 2:12 PM

Roy Aten Project Manager City of Bloomington | Planning and Transportation Dept. 812-349-3591

On Tue, Jan 23, 2018 at 1:34 PM, Roger Greasor <rgreasor@hwcengineering.com> wrote: [Quoted text hidden]





Intersection #17

DATE: 9/29/20 TIME: 12:40:06

Board of Public Works Staff Report



Project/Event: Animal Care & Control Shelter Additions & Renovations Project
Petitioner/Representative: Animal Care & Control Division
Staff Representative: Virgil Sauder
Meeting Date: February 6, 2018

In March of 2017 we entered into an agreement with Neidigh Construction Corporation for General Construction for the Renovation and Expansion of the Animal Shelter Project. Renovations to the existing building began in January 2018. During the demolition phase multiple existing layers of older roofs were discovered that negatively impacted the renovation process. Removal of the structures was estimated to more cost effective than adjusting the design. Without these layers of roofing, the new work can be completed as designed and will create an easily accessible area for maintenance needs.

Change order #2 covers removal of these structures, removal and replacement of ductwork and/or electrical as needed, and provide new roofing insulation. The cost for this work is not to exceed \$15,000.

This project is funded from the bond proceeds of the Consolidated TIF Fund. Funding approval for this change order will be affirmed at the February 5th meeting of the Redevelopment Commission.

Recommend 🛛 Approval 🗌 Denial by: Virgil Sauder



Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 002 FINAL	OWNER:
City of Bloomington- Board of Public Works	DATE: January 17, 2018	
401 N. Morton Street, suite 120 Bloomington, IN 47404		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015-14	FIELD:
Neidigh Construction Corporation	CONTRACT DATE: March 7, 2017	OTHER: 🗌
2220 W. Vernal Pike Bloomington, IN 47404	CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. On a time and material basis provide work to demolish lower roof framing, necessary ductwork, electrical and thermal insulation at original builidng in preparation for new work as shown on the Construction Drawings. Work to include replacement of ductwork and electrical as necessary due to demolition work and to provide R-39 insulation at bottom of existing roof truss to remain. Provide owner with weekely accounting of Time and material tickets.

Time and material work not to exceed \$15,000 without owner's approval. Final accounting to be reflected on a subsequent Change Order

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

1,940,011.00 40,433.62 1,980,444.62 15,000.00 1,995,444.62

S

\$

\$

The Contract Time will be unchanged by zero work days (0 work) days. The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to February 27, 2018.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kirkwood Design Studio, PC	Neidigh Construction Corporation	City of Bloomington-
		Board of Public Works
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
113 East 6 th Street	2220 West Vernal Pike	401 N. Morton Street
Bloomington, IN 47408,	Bloomington, IN 47404	Bloomington, IN 47404
ADDRESS	ADDRESS	ADDRESS
BY (Signature) Mary J. Krupinski, AIA, President	BY (Signature)	BY (Signature)
(Typed name)	(Typed name)	(Typed name)
January 17, 2018		
DATE	DATE	DATE

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Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Seventeen (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

City of Bloomington Board of Public Works 401 N. Morton Bloomington, IN 47404

and the Contractor: (Name, legal status, address and other information)

Neidigh Construction Corporation 2220 West Vernal Pike Bloomington, IN 47404

for the following Project: (Name, location and detailed description)

Animal Care and Control Shelter - Additions and Renovations 3410 South Walnut Street Bloominfton, IN 47405.

The Architect: (Name, legal status, address and other information)

Kirkwood Design Studio, pc 113 East 6th Street Bloomington, IN 47404

The Owner and Contractor agree as follows.

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

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™--2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified,

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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- 4 CONTRACT SUM
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

** See Article 9.2.1

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

** See Article 9.3.1.1

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three hundred fourteen (314) days from the date of commencement, or as follows:

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(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work Phase I: New Addition Phase II: Renovation Work

Substantial Completion Date No later than September 30, 2017 No later than January 31, 2018

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract, The Contract Sum shall be a not-to-exceed amount of One Million Nine Hundred Forty Thousand Eleven Dollars and Zero Cents (\$ 1,940,011.00), subject to additions and deductions as provided in the Contract Documents

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Reference Exhibit 'A' attached herewith for not-to-exceed amounts for the accepted alternates.

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item Unit Price No. 1: Rock Excavation Unit Price No. 2: Earth Excavation/Unsuitable Soils Removal Unit Price No. 3: Borrow Material

Units and Limitations cubic yard, including hauling off-site cubic yard, including hauling off-site cubic yard, in place and compacted

Price Per Unit (\$0.00) \$ 200.00 / cubic yard \$ 68.00 / cubic yard \$ 38.00 / cubic yard

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

> item N/A

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth (10th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the twenty-Fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM-2007, General Conditions of the Contract for Construction;
- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- Subtract the aggregate of previous payments made by the Owner; and .3
- Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as .4 provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon
 - Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

All progress payments shall be subject to the retainage by Owner of an amount equal to Five percent (5%) of the dollar value of all work satisfactorialy completed until the work to be performed under this contract is complete.Such Retainage shall be held in an Escrow Account in accordance with the Escrow Agreement attached herewith.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner's final payment to the Contractor shall be made no later than Forty-Five (45) days after the issuance of the Architect's final Certificate for Payment

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- [] Litigation in a court of competent jurisdiction
- [X] Other (Specify)

Every effort should be made to resolve disputes through a non-adjudicative dispute resolution procedure. These include mediations, minitrials, settlement conferences and advisory arbitrations.

ARTICLE 7 TERMINATION OR SUSPENSION

§7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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§ 8.3 The Owner's representative: (Name, address and other information)

Adam Wason, Director, Department of Public Works City of Bloomington 401 N. Morton Bloomington, IN 47404

§ 8.4 The Contractor's representative: (Name, address and other information)

Larry Neidigh, President Kent Kimmel, Project Manager 2220 West Vernal Pike Bloomington, IN 47404

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 Final Payment, including all escrowed principal and escrowed interest shall be due within sixty-one (61) days following the Date of Substantial Completion, as defined above. If at that time there are any remaining uncompleted minor items, an amount equal to twoo hundred percent (200%) of the value of each item as determined by the Architect shall be withheld until said time or items are completed.

**See article 9.8.6.2 for additional provisions 8.6.2 through 8.6.5

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual, dated January 9, 2017:

Document	Title	Date	Pages
Reference Exhibit 'B',	Supplementary and other Conditions of the		
attached herewith.	Contract		
	Commer		

§ 9.1.4 The Specifications:

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(Either list the Specifications here or refer to an exhibit attached to this Agreement.) Reference Exhibit 'C', attached herewith.

Section	Title	Date	Pages
§ 9.1.5 The Drawings: <i>(Either list the Drawings h</i> Reference Exhibit 'D', attac	-	t attached to this Agreema	ent.)
Number		Title	Date
§ 9.1.6 The Addenda, if any			
Number Addenda No. 1 Addenda No. 2		Date February 3, 2017 February 8, 2017	Pages 71 pages (including attachments) 9 pages (including attachments)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201TM_2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit 'A' - Accepted Alternates with not-to-exceed amounts

- Exhibit 'B' Supplementary and Other Conditions of the Contract attached herewith (Article 9.1.3)
- Exhibit 'C' Specifications attached herewith.(Article 9.1.4)
- Exhibit 'D' Drawings attached herewith (Article 9.1.5)

Exhibit 'E' - Subcontractors and Products Lists attached herewith.

Exhibit 'F' - Contractors Drug Testing Plan and Compliance Affidavit

Exhibit 'G'- Contractos Affidavit in Compliance with Trench Safety Systems.

Exhibit 'H' - Escrow Agreement

9.1.8 Supplementary Conditions to AIA Document A101 - 2007, Standard Form of Agreement Betwenn Owner and Contractor, attached herewith as pages 9 through 11 are incorporated as part of this Agreement.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

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Limit of liability or bond amount (\$0.00)

Type of insurance or bond IIn the Project Manual, See General Conditions and Supplemmentary Conditions, Article 11 - Insurance and Bonds

The Deductible on the Umbrella Liability shall not be more than \$10,000.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Adam Wason, Director, Department of Public Works

(Printed name and title)

(Printed name and title)

CONTRACTOR (Signature)

Larry Neidigh, President

Kylaax Den

Kyla Cox Deckard, President Board of Public Works

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Corporation Counsel

CITY OF PLOOMINGTON	H h
Legal Department	ł
Reviewed By:	
Jackie Moore	È
DATE: 3.14.17	
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SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007, Standard Form of Agreement Between Owner and Contractor

City of Bloomington Animal Care & Control Shelter Additions and Renovations

The following supplements modify the Standard Form of Agreement Between Owner and Contractor, AIA Document A101 - 2007. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions of the Agreement shall remain in effect

9.2.1 ARTICLE 2 - THE WORK OF THIS CONTRACT

Add the following paragraphs 2.1 and 2.2 as follows:

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

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

9.3.1.1 ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add the following sub-paragraph 3.1.1 as follows:

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

9.8.6.2 ARTICLE 8 - MISCELLANEOUS PROVISIONS

Add the following miscellaneous provision 8.6.2 as follows:

8.6.2 Verification of Employees' Immigration Status

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

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007, Standard Form of Agreement Between Owner and Contractor

City of Bloomington Animal Care & Control Shelter Additions and Renovations

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

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

Add the following miscellaneous provision 8.6.3 as follows:

8.6.3 Drug Testing Plan: In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of the CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR's employee drug testing program throughout the term of this project.

Add the following miscellaneous provision 8.6.4 as follows:

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

CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work pg 10

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007, Standard Form of Agreement Between Owner and Contractor

City of Bloomington Animal Care & Control Shelter Additions and Renovations

with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet in depth.

Add the following miscellaneous provisions 8.6.5 as follows:

8.6.5 Steel or Foundry Products

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

Domestic Steel products are defined as follows:

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

Domestic Foundry products are defined as follows:

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

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

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

Kirkwood Design Studio Project No. 2015-14 ACCEPTED ALTERNATE BIDS City of Bloomington Animal Care & Control Shelter

ALTERNATE BIDS FOR THE WORK (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted.

ALTERNATE BID NO. 1: The amount to add to the Base Bid to provide the Sallyport as indicated in the Construction Documents.	Not-to-exceed \$ 83,468
ALERNATE BID NO. 2: The amount to add to the Base Bid to provide the renovation work on the existing building as indicated in the Construction Documents.	Not-to-exceed \$ 189,291
ALTERNATE BID NO. 3: The amount to add to the Base Bid to provide the resinous flooring in lieu of densified-concrete in rooms as indicated in the Construction Documents.	Not-to-exceed \$ 37,921
ALTERNATE BID NO. 4: The amount to add to the Base Bid to provide built-in self-contained cat cages with individual exhausts to Rooms A116.A118, A119, A130, A131, and A 132 as shown on the Construction Documents.	Not-to-exceed \$ 70,831
ALTERNATE BID NO. 7: The amount to add to the Base Bid to provide a new keying system for the entire facility including replacing cylinder cores in all existing pad-locks, dead-locks and locksets to remain as shown on the Construction Documents.	Not-to-exceed \$ 8,500

03/07/2017

Page 1 of 1

Kirkwood Design Studio Project No. 2015-14

SUPPLEMENTARY AND AND OTHER CONDITIONS

City of Bloomington Animal Care & Control Shelter

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

Document 00 0110	Advertisement for Bids
Document 00 1000	Instructions to Bidders
Document 00 1010	Supplementary Instructions to Bidders
Document 00 1020	Table of Exhibits
Document 00 2200	Geotech Report (Addendum No. 1)
Document 00 2510	Pre-Bid Conference
Document 00 3000	Bid Form
Document 00 4350	Subcontractor and Material List
Document 00 5010	Owner-Contractor Agreement
Document 00 7000	General Conditions
Document 00 8000	Supplementary Conditions
Document 00 9000	Escrow Agreement

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 1000	Summary
Section 01 2300	Alternates
Section 01 2500 Section 01 2500 Section 01 2900	Contract Modification Procedures Payment Procedures
Section 01 2900 Section 01 3100 Section 01 3200	Project Management and Coordination Construction Progress Documentation
Section 01 3300	Submittal Procedures
Section 01 4000	Quality Requirements
Section 01 4200	References
Section 01 5000	Temporary Facilities and Controls
Section 01 6000	Product Requirements
Section 01 7300	Execution Requirements
Section 01 7310	Cutting and Patching
Section 01 7700	Closeout Procedures

Page 1 of 1

SPECIFICATIONS

City of Bloomington Animal Care & Control Shelter

.

DIVISION 02 - EXISTING CONDITIONS

Section 02 4119 Selective Demolition

DIVISION 03 - CONCRETE

Section 03 3000 Cast-In-Place Concrete

DIVISION 04 - MASONRY

Section 04 2200	Concrete Unit Masonry
Section 04 2613	Brick Masonry Veneer

DIVISION 05 - METALS

Section 05 1200	Structural Steel
Section 05 5000	Metal Fabrications
Section 05 5213	Pipe and Tube Railings

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

Section 06 1000	Rough Carpentry
Section 06 1600	Sheathing
Section 06 1753	Shop-Fabricated Wood Trusses
Section 06 2013	Exterior Finish Carpentry
Section 06 2023	Interior Finish Carpentry
Section 06 4116	Plastic-Laminate-Faced Cabinets

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 2100	Thermal Insulation
Section 07 2413	Exterior Insulation and Finish System
Section 07 3113	Asphalt Shingles
Section 07 4213	Metal Wall and Soffit Panels
Section 07 4633	Vinyl Siding
Section 07 4646	Fiber-Cement Siding
Section 07 5423	TPO Roofing
Section 07 6200	Sheet Metal Flashing and Trim
Section 07 8413	Penetration Firestopping
Section 07 9200	Joint Sealants

SPECIFICATIONS

Kirkwood Design Studio Project No. 2015-14 City of Bloomington Animal Care & Control Shelter

DIVISION 08 - OPENINGS

Section 08 1113	Steel Doors and Frames
Section 08 3113	Access Doors and Frames
Section 08 3323	Overhead Coiling Doors
Section 08 4113	Aluminum Entrances and Storefronts
Section 08 5313	Vinyl Windows
Section 08 7100	Door Hardware
Section 08 8000	Glazing
Section 08 9119	Fixed Louvers

DIVISION 09 - FINISHES

Section 09 2900	Gypsum Board
Section 09 5113	Acoustical Panel Ceilings
Section 09 5423	Linear Metal Ceilings
Section 09 6513	Resilient Base and Accessories
Section 09 6714	Resinous Flooring
Section 09 7200	Fiberglass Reinforced Plastic Paneling
Section 09 9000	Painting
Section 09 9600	High-Performance Coatings

DIVISION 10 - SPECIALTIES

Section 10 1423	Signage
Section 10 1426	Post and Panel Signage
Section 10 2601	Wall and Corner Protection
Section 10 2800	Toilet and Bath Accessories
Section 10 4413	Fire Extinguisher Cabinets
Section 10 7313	Fabric Awnings

DIVISION 11 - EQUIPMENT

Section 11 3300	Telescoping Attic Access Stair
Section 11 4213	Stainless Steel Equipment
Section 11 7510	Kennel Units, Fencing and Gates
Section 11 7520	Vertical Sliding Kennel Doors
Section 11 7530	Modular Animal Cages

END OF VOLUME I

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Kirkwood Design Studio Project No. 2015-14

SPECIFICATIONS

City of Bloomington Animal Care & Control Shelter

VOLUME II OF II

FIRE SUPPRESSION, PLUMBING, HEATING VENTILATING AND AIR CONDITIONING, ELECTRICAL AND SITE DEVELOPMENT SPECIFICATIONS

DIVISION 20 - FIRE SUPPRESSION, PLUMBING AND HVAC

SECTION 20 0010	Common Work Results For Fire Suppression, Plumbing and HVAC
SECTION 20 0050	Common Materials and Methods for Fire Suppression, Plumbing and HVAC
SECTION 20 0060	Common Pipe, Valves and Fittings and Hangers for Fire Suppression,
	Plumbing and HVAC
SECTION 20 0180	Common Insulation for Plumbing and HVAC

DIVISION 22 – PLUMBING

SECTION 22 1119	Domestic Water Specialties
SECTION 22 1123	Domestic Circulation Pumps
SECTION 22 1319	Waste Specialties
SECTION 22 1323	Interceptors
SECTION 22 1423	Storm Specialties
SECTION 22 3400	Gas-Fired Water Heaters
SECTION 22 4000	Plumbing Fixtures
SECTION 22 4000	Plumbing Fixtures
SECTION 22 6315	Natural Gas Piping Specialties

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

SECTION 23 0593	Testing and Balancing
SECTION 23 2300	Refrigerant Piping
SECTION 23 3113	Metal Ducts
SECTION 23 3300	Air Duct Accessories
SECTION 23 3713	Diffusers, Registers, Grilles & Louvers
SECTION 23 3713 SECTION 23 6201 SECTION 23 8220 SECTION 23 8239	Air Cooled Condensing Unit Blower Coil Unit Unit Heaters

DIVISION 26 – ELECTRICAL

SECTION 26 0500	Common Work Results for Electrical
SECTION 26 0519	Low-Voltage Electrical Power Conductors & Cables
SECTION 26 0526	Grounding & Bonding for Electrical Systems
SECTION 26 0529	Hangers & Supports for Electrical Systems
SECTION 26 0533	Raceways & Boxes for Electrical Systems
SECTION 26 0544	Sleeves & Sleeve Seals For Electrical Systems
SECTION 26 0553	Identification for Electrical Systems
SECTION 26 0923	Lighting Control Devices
SECTION 26 2200	Low-Voltage Transformers

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SPECIFICATIONS

Kirkwood Design Studio Project No. 2015-14 City of Bloomington Animal Care & Control Shelter

SECTION 26 2416	Panelboards
SECTION 26 2726	Wiring Devices
SECTION 26 2813	Fuses
SECTION 26 2816	Enclosed Switches & Circuit Breakers
SECTION 26 2913	Enclosed Controllers
SECTION 26 4313	Surge Protection for Low-Voltage Electrical Power Circuits
SECTION 26 5100	Interior Lighting

DIVISION 27 - COMMUNICATIONS

SECTION 27 0500 Common Work Results for Communications

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

SECTION 28 3111 Digital, Addressable Fire-Alarm System

DIVISION 31 - EARTHWORK

Section 31 2000	Earthwork
Section 31 2513	Soil Erosion Control

DIVISION 32 -- EXTERIOR IMPROVEMENTS

Section 32 1116	Granular Base Course
Section 32 1216	Asphaltic Concrete Paving
Section 32 1313	Concrete Paving
Section 32 1380	Exterior Concrete
Section 32 1723	Paving Marking
Section 32 3113	Chain Link Fences and Gates
Section 32 9113	Soil Preparation

DIVISION 33 - UTILITIES

Section 33 4000 Storm Drainage Facilities

END OF VOLUME II

DRAWING INDEX

COVER	Cover Sheet
A001	Life Safety Plans & Code Review
C000	Site/Civil Cover Sheet
C101	Misc. Details – Rev. Addendum No. 1
C201	Site Demolition Plan – Rev. Addendum No. 1
C202	Site, Grading, Utilities, and SWPP Plan - Rev. Addendum No. 1
C203	Construction Sequencing - Rev. Addendum No. 1
C204	Landscape Plan – Rev. Addendum No. 1
C301	SWPPP Information – Rev. Addendum No. 1
C302	SWPPP Details – <i>Rev. Addendum No. 1</i>
A002	Overall Floor Plan
A100	Demolition Floor Plans
A101	New Building Floor Plan
A102	Existing Building Floor Plan
A103	Roof Plan
A104	Large Scale Floor Plan
A110	Reflected Ceiling Plans
A201	Exterior Elevations
A202	Exterior Elevations
A301	Building Sections
A302	Building Sections
A303	Wall Sections & Details
A501	Door & Window Schedule
A510	Room Finish Schedule
A601	Casework Elevations
A602	Animal Cage Elevations
S101	Foundation Plan
S102	Framing Plan
S401	Foundation Sections & Details
S402	Framing Sections & Details
S403	Framing Sections & Details
S501	Structural Notes
S502	Structural Notes
M001	Symbols, Abbrev. And General Notes
MD201	Mechanical Demolition Plan
M201	Mechanical Plan
M202	Mechanical Plan – Mezzanine
M220	Mechanical Plan – Roof
M401	Mechanical Details
M501	Airflow Schematic
M600	Mechanical Schedules
P200	Plumbing Combination Plan
P201	Plumbing Foundation Plan
P202	Plumbing Floor Plan
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Page 1 of 2

Kirkwood Design Studio Project No. 2015-14

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P203

- Plumbing Attic Plan Plumbing Large-Scale Plans and Diagrams P401
- P601 Plumbing Schedules and Details
- Fire Protection Floor and Attic Plan FP201
- Fire Protection Diagrams FP401
- Electrical Symbols & Abbreviations E001
- Electrical Site Plan E100
- Electrical Demolition Plan ED201
- Lighting Floor Plan E201
- Power Floor Plan E211
- Electrical Roof Plan E220
- Power Floor Plan E601

	od Design Studio DOCUMENT 00 4350 - SUBCO No. 2015-14 AND MATERIAL LI		City of Bloomington we & Control Shelter
1.4	SUBCONTRACTOR AND MATERIALS LIST - DIVI	SIONS 2 - 14	
А.	Submitted By General Contractor: <u>Neidigh Cor</u>	struction Corp	oration
B.	Authorized Signature: Lawy Noidys	Larry Ne	<u>idigh, Presid</u> ent
Section	Item	Subcontractor	Manufacturer
02 4119	Selective Demolition	<u>Neidiqh</u>	per specs
03 3300	Cast-In-Place Concrete	Neidigh	per specs
04 2200	Concrete Unit Masonry	Neidigh	<u>Northfi</u> eld
04 2613	Brick Masonry Vencer	Neidigh	Sioux City
05 1200	Structural Steel	Neidigh	Graber
05 5000	Metal Fabrications	<u>Neidigh</u>	Graber
05 5213	Pipe and Tube Railings	Neidigh	Graber
06 1000	Rough Carpentry	Neiđigh	Carfor
06 1600	Sheathing	<u>Neidigh</u>	<u>Weverhae</u> user
06 1753	Shop-Fabricated Wood Trusses	Neidigh	K & K Truss
06 2013	Exterior Finish Carpentry	<u>Neidigh</u>	Hardie
06 2023	Interior Finish Carpentry	<u>Neidigh</u>	<u>Corian</u>
06 41 1 6	Plastic-Laminato-Faced Cabinets	Lee Supply	per specs
07 2100	Thermal Insulation	RWS	K <u>nauf Joh</u> ns Manyil
07 2413	Exterior Insulation and Finish System (BIFS)	<u>_Neidigh</u>	STO
07 3113	Asphalt Shingles	- <u>Neifigh</u>	Owen Corning
07 4213	Metal Wall and Soffit Panels	Neidigh	MBCI
07 4633	Vinyl Siding	Neidigh	Owens Corning
07 4646	Fiber-Coment Siding	Neidigh	<u>Hardie</u>
07 5423	TPO Roofing	<u>Neidigh</u>	Goodyear
07 6200	Shoet Metal Flashing and Trim	Neidigh	per specs
07 8413	Penetration Firestopping	Neidigh	<u>_3M</u>
07 9 200	Joint Scalants	Neidigh	Sonneborn
08 1113	Steel Doors and Frames	IN Door	Curry
01/09/17	SUBCONTRACTOR AND MA	4 Hardware TERIAL LIST	00 4350 - 2

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR City of Bloomington Project No. 2015-14 AND MATERIAL LISF Animal Care & Control Shelter			
08 3113	Access Doors and Frames	Lee Supply	Nystrom
08 3323	Overhead Coiling Doors	<u>Overhead</u> Door	rs <u>per spe</u> cs
08 41 13	Aluminum Entrances and Storefront	<u>City Gla</u> ss	US Aluminum
08 5313	Vinyl Windows	Neidigh	Quaker
08 7100	Door Hardware	IN Door & Hai	d <u>ware per</u> specs
08 8000	Glazing	<u>City Gla</u> ss	per specs
08 9119	Fixed Louvers	Neidigh	Vent Products
09 2900	Gypsum Board	<u>RC Drywa</u> ll	National Gypsum
09 5100	Acoustical Panel Cellings	<u>Neidigh</u>	USG
09 5423	Linear Metal Collings	Neidigh	ATAS
09 6513	Resilient Base and Accessories	Wylies	Roppe
06 6714	Resinous Flooring	<u>Dixon</u>	<u>Dura Flex</u>
09 7200	Fiberglass Reinforced Plastic Paneling	-RWS	Crane
09 90 00	Painting	Neidigh	MAB
09 9600	High-Performance Coatings	Neidigh	Dura Flex
10 1423	Signage	AŞI	ACE
10 1426	Post and Panel Signage	ASI	ACE
10 2601	Wall and Corner Protection	Lee Company	Wall Guards
10 2800	Toilet and Bath Accessories	Lee Company	<u>American</u> Specialties
10 4413	Fire-Extinguisher Cabinets	Lee Company	J. L. Industries
10 7317	Fabric Awnings	USA Awnings	per specs
11 3300	Telescoping Attic Access Stair	Neidigh	Bessler
11 4213	Stainless Steel Equipment	<u>Neidigh</u>	Harry J. Kloeppel
11 7510	Kennel Units, Fencing and Gates	Mason Co.	<u>per specs</u>
11 7520	Vertical Sliding Kennel Doors	Mason Co.	per specs
11 7530	Modular Animal Cages	Mason Co.	per specs

01/09/17

SUBCONTRACTOR AND MATERIAL LIST

00 4350 - 3

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR City of Bloomington Project No. 2015-14 AND MATERIAL LIST Animal Care & Control Shelter SUBCONTRACTOR AND MATERIALS LIST - DIVISION 21 1.5 CAAPTSMAN FILEHLOTGETION LLC Submitted By Fire Suppression Subcontractor: ٨. Ð. Authorized Signature; Subcontractor Manufacturer Section **HER** affsman-AWAEK 27 05 19 Pressure gauges AMES sman 21 11 19 Double Check Detector Valve 1400 21 13 13 Sprinkler heads tomen POTTER Tamper awitches raff mai POTTER SMAL Flow switches VICTAULI tomen Valvea BULL Meger Homan Pipe and fittings ANVIL SUBCONTRACTOR AND MATERIALS LIST - DIVISION 22 1.6 Submitted By Plumbing Subcontractor: _ ٨. B. Authorized Signature: Subcontractor. Manufacturer. Section Thean. 1 22 07 19 Pipe insulation 221119 Hackflow preventors 22 11 23 Water circulating pumps 22 13 19 Sanitary floor drains and floor sinks Storm roof drains 22 14 26 22 34 00 Water heaters Thermostatic mixing valves 22 34 05 Water closets and uritals ZZ 42 00 Levetories and sinks Fadoris Physiconeters Drinking fountains/water coolers Shower Baalasure & Fauces 00 4350 - 4

01/09/17

SUBCONTRACTOR AND MATERIAL LIST

EXHIBIT 'E'			
	od Design Studio DOCUMENT 00 4350 - SI No. 2015-14 AND MATERL		City of Bloomington are & Control Shelter
1.5	SUBCONTRACTOR AND MATERIALS LIST	- DIVISION 21	
А.	Submitted By Fire Suppression Subcontractor:		
в.	Authorized Signature:		
Section	<u>Item</u>	Subcontractor	Manufacturer
21 05 19	Pressure gauges	17-19-10-10-10-10-10-10-10-10-10-10-10-10-10-	
21 11 19	Double Check Detector Valve		
21 13 13	Sprinkler heads		
	Tamper switches		
	Flow switches	••••••••••••••••••••••••••••••••••••••	
	Valves		
	Pipe and fittings		
1.6	SUBCONTRACTOR AND MATERIALS LIST	DIVISION 22	
А.	Submitted By Plumbing Subcentractor:	mIND. Montenance //	
В.	Authorized Signature:	<u> </u>	
Section	Item	Subcontractor	Manufacturer
22 07 19	Pipe insulation	SIM	JOHN MONSURLE
22 11 19	Backflow preventers	SIM	Zban .
22 11 23	Water circulating pumps	<u>stm</u>	866
22 13 19	Sanitary floor drains and floor sinks	SIM	ZERN
22 14 26	Storm roof drains	<u>St m</u>	ZOW
22 34 00	Water heaters	SIM	BAHDE OKAS WHITE
22 34 05	Thermostatic mixing valves	SIM	LAWLER
22 42 00	Water closets and urinals	SIM	Aprilian Standard
	Lavatories and sinks	SIM	U
	Faucets	SIM	CHIC 1963
	Flushometors	SIM	54 aira
	Drinking fountains/water coolers	SIM	ELK AN
	Shower Enclosure & Faucet	SIM	Agen Batt Semmions

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SUBCONTRACTOR AND MATERIAL LIST

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	d Design Studio DOCUMENT 00 4350 Io. 2015-14 AND MAT		ty of Bloomington & Control Shelter
1.7	SUBCONTRACTOR AND MATERIALS		
A.	Submitted By Mechanical Subcontractor:	Air Master Heating a	d the HC
В.	Authorized Signature:		
C.	Sub-subcontractors:		
		Air-Master HVAC	
	Insulation Subcontractor:	AIR Masker HUAC	_
	Balancing Subcontractor:	. National Testand Belan	<u>il</u> e
	Temperature Control Subcontractor:	Air Masker HVAC	ndente,
Section	Item	Subcontractor	Manufacturer
23 05 93	Testing and Balancing	National Tot of belance	NA
23 09 00	Temperature controls	Hir-Masky	Hongwelt
23 31 00	Sheetmetal Fabrication Drawings	SHARE MEG	Attong the
23 34 23	Fans	Air-Master	Greenheck
23 37 00	Grilles/Registers/Diffuers	Ar-Master	<u>Ţitus</u>
23 54 00	Condensing Paraces	Alt-Master	Bayant
23 62 02	Condensing Units	Ar-Master	Bryent
23 72 01	Packaged ERV	Arr. Master	Acres-Aire
23 74 17	Packaged OA Rooftop Units	Air-Master	Bryant
23 82 39	Wall and Ceiling Unit Heaters	AirMoster	&mark_

01/09/17

SUBCONTRACTOR AND MATERIAL LIST

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Submitted By Electrical Subcontractor: <u>Gray lor</u> Authorized Signature: <u>A. Sl</u> <u>Item</u> Panelboards	Subcontractor	Manufacturer
Item	Subcontractor	
		Maguferinrer
Panciboards	C. 3.	VI BERTHERE FREE FREE FREE
	Gaylor	Square D
Winng devices	Gaylor	Pass
Light Fixtures	Gaylor	
Rt	Gaylor	Columbia.
RŻ	Gaylor	Columbia.
81	Gaylor	Columbia
\$2	Gaglor	Prescolite.
WI	Gaylor	Dual-Lite
XI	Gaylor	Dual-Lite
Communications Equipment Room Fittings	Fairchild	ىسىرى مەجىرى ، مەجىرىم
Equipment Racks	Funchild	Leviton
Communications Backbons Cabling	Fairchild	
Cable	Fatrakild	General Cabl
Patch Panels-	Fairchild	Levitor
Communications Horizontal Cabling	Fairchild	
Telecommunications Outlets	Fairchild	Leviton
Cable	Fairchild	Gancral Cal
Patch Panels	Foirchild	Loviton Fire-Lite
Zoned (de loop) Fire-Alarm System	Koorsen	FireLite
RODUCTS (Not Used)		
	R1 R2 S1 S2 W1 X1 Communications Equipment Room Fittings Equipment Racks Communications Backbone Cabling Cable Patch Panels Communications Horizontal Cabling Telecommunications Outlets Cable	R1 Gaylor R2 Gaylor 81 Gaylor 82 Gaylor 83 Gaylor 84 Gaylor 85 Gaylor 84 Gaylor 85 Gaylor 84 Gaylor 85 Gaylor 86 Gaylor 87 Gaylor 88 Gaylor 89 Gaylor 80 Gaylor 80 Gaylor 80 Gaylor 80 Gaylor 81 Gaylor 82 Gaylor 83 Gaylor 84 Gaylor 84 Gaylor 84

END OF DOCUMENT 00 4350

01/09/17

SUBCONTRACTOR AND MATERIAL LIST

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ATTACHMENT D

COMPLIANCE AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18 DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)) SS:

COUNTY OF Monroe)

i.

AFFIDAVIT

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

1.	The undersigned is the <u>President</u>	_of
	(job title)	
	Neidigh Construction Corporation	
	(company name)	

- 2. The undersigned is duly authorized and has full authority to execute this Affidavit.
- 3. The company named herein that employs the undersigned:
 - has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
- 5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Larry Neidigh Printed Name
STATE OF INDIANA)	
) SS COUNTY OF <u>Monroe</u>)	S.
Before me, a Notary Public in and	for said County and State, personally appeared
Larry Neidigh	and acknowledged the execution
of the foregoing this 14th day of Fel	bruary ,2017.
My Commission Expires: <u>12/15/202</u>	A Debia D. John Son Signature of Notary Public
County of Residence: Monroe	Debra D. Johnson
	Printed Name of Notary Public
	DEBRA D. JOHNSON Notary Public — Notary Seal State of Indiana Monroe County My Commission Expires Dec 15, 2024

Neidigh Construction Corporation Drug Free Workplace Policy

A. POLICY

To provide our company a reasonable plan that, when effectively implemented, will favorably impact the work place by reducing employee injury rates, absenteeism, discipline, labor turnover and help decrease the cost of Workers' Compensation Insurance. Our company complies with the Indiana Code 4-13-18, contractor's employee drug testing.

B. SCOPE

All company employee and management staff.

C. REFERENCE

Federal Drug Free Workplace Act of 1988 and state legislation.

D. EXPLANATION

The need for a policy on employee use of drugs, alcohol and controlled substances is something each organization should individually address. Any policy developed should clearly indicate how it will be enforced and the consequences of non-compliance. Issues of prevention, education, enforcement, protection from misadministration and treatment/Employee Assistance Plans (EAS) become the policy's main components.

Some key points to consider when developing a pólicy and an enforcement program are:

Qualifications of Policy Developers

Neldigh Construction will select qualified individuals to take part in the development of the policy. External legal assistance is highly recommended during the policy development phase to ensure compliance with all applicable state and federal laws.

Policy Design

Our policy is not designed to dictate moral conduct or to enforce the law. However, reasonable rules may be implemented to discourage employees' possession or distribution of illegal drugs at work. In addition, federal contractors <u>must</u> incorporate the six elements of the Drug-Free Work Environment rules listed in Exhibit 1 into their company drug policies.

Enforcement

Our policy will be fairly enforced and in keeping with the intent of our policy. Violations will be handled consistently, on a non-discriminatory and confidential basis. We will decide before on what action will be taken should violators be found, rather than "after the fact."

Neidigh Construction Corporation Drug Free Workplace Policy

Pre-employment Screening

Neldigh Construction believes screening is the backbone of our drug testing policy. However, we check and obey all local and state laws before undertaking such screenings and incorporating them into our job candidate program. The employer and employees have the right to consistent and reasonable procedures in administering the tests. At this time we will advise all applicant(s) considered for employment that they will be tested for use of illegal drugs, or at any time thereafter in accordance with our established policy.

Employee involvement

The best way to gain support for the program is to involve employees at the first stages of policy development. Get their input and answer their questions so they understand that the policy is designed to improve working conditions. Indicate <u>exactly</u> what drugs will be included in the testing. The most commonly tested drugs are listed in Exhibit 2. Levels of detection also included are those recognized as levels of abuse by the National Institute on Drug Abuse (NIDA). These levels have been successfully defended in numerous legal challenges.

Policy Section

Our policy includes our employer's or laboratory's method of maintaining the integrity of specimens. This portion of the policy states the employees' rights and, at minimum, should include the employer's commitment to maintaining confidentiality in enforcing the drug testing policies. The employees' rights also include freedom from libel, slander and humiliation, and proper administration of the test. This section includes statements of the right of the employer to conduct the test and the action that will be taken if an employee refuses. Typidally, refusal to submit a sample can result in termination or other disciplinary action.

Employee Challenge

Neidigh Construction may provide an appeals process to their employees or job applicants who challenge a positive test. A typical provision is challenge testing at a cost to the employee/applicant with a provision that the challenge test must be conducted on the same sample as the first test. If retesting proves negative, the employer pays the cost. The employer's explicit intentions should be in the written policy <u>prior</u> to implementation of the program. No statement regarding challenge testing should be made unless the contract with the laboratory guarantees they will retain the specimen for further testing.

Positive Test Results

Job applicants who are currently abusing any of the chemical substances being tested will not be hired. When an applicant or an employee tests positive for any of the listed substances, a confirmation test by an alternate, more specific, method must be conducted. The test <u>must</u> be conducted <u>before</u> reporting the positive results.

Neidigh Construction Corporation Drug Free Workplace Policy

Education of Employees

Once our policy is completed, an educational program will be conducted that includes issuing copies of the policy to current employees, posting the policy at entrances, lunchrooms, bulletin boards, etc. In addition, we will schedule meetings with all supervisory personnel to make them aware of what is about to happen.

Employee Agreement

<u>All</u> employees should be required to sign an acknowledgement that they have been informed of, and agree to comply with, the new drug policy. This acknowledgement constitutes an amendment to the initial employment agreement, whether stated or implied. Exhibit 3 may be used to ensure that your existing employees have read and understand the company's policy.

Post-Incident Testing

This policy applies to all Company employees involved in a work-related or near miss incident. This policy also serves to reinforce the Company's intolerance for illegal drug use and working under the influence of alcohol.

Any employees involved in a work-related or near miss incident must inform a supervisor immediately. If the incident involved property damage or requires medical attention, the employee will be directed to go to have the injury taken care of and to provide a breath and urine sample as soon as possible following the accident. If possible, this testing will be in conjunction with medical treatment. The test results will be released to the Human Resources Manager. The test will consist of a breath alcohol test, along with a urine analysis to test for the following non-prescribed illegal substances listed in Exhibit 'A'.

Consequences

Per Indiana Statute 4-13-18, Drug Testing of Employees of Public Works Contractors, (1) Our employees will be drug tested at least once a year. (2) testing will be random and at least two percent (2%) of our employees will be tested on a monthly basis. (3) Our program contains at least a five (5) drug panel that test for the following as listed in Exhibit A. (4) Any employee who tests positive for illegal substances will be terminated immediately.

If the blood alcohol test comes back with an alcohol level exceeding .02, it will be grounds for disciplinary action up to and including immediate termination. In addition, an employee who refuses to submit to the testing procedure will be considered insubordinate and will be grounds for immediate termination.

should be the state of the stat	
Amphetamines (Speed, pep pills)	Barbiturates (Depressants)
Benzodiazepines (Valium)	Cannabinoids (Marijuana)
Cocaine (including crack)	Methadone (Morphine)
Methagualone (Qualudes)	Oplates (Heroin)
Phencyclidine (PCP)	Porpoxyphene (Darvon)

EXHIBIT A: Non-prescribed illegal substances:

Neidigh Construction Corporation Drug Free Workplace Policy

Common	ly Teste	d Drugs
--------	----------	---------

Levels of Abuse

Amphetamines (benzedrine, dexedrine, methamphetamine, etc.)

Barbiturates (seconal, phenobarbital, pentobarbital, etc.)

Benzodiazepines (vallum, chlordlazepoxide, etc.)

Cocaine metabolites (benzoylecgonine, ecgonine, etc.)

Methaqualone (quaaludes, meguin, mandrax, etc.)

Opiate derivatives (heroin, opiate, morphine, codelne, demerol, oxycodone, etc.)

Phencyclidine (PCP, angel dust)

Cannabinoid metabolites (marijuana, THC acid, cannabidiol, cannabinol, etc.)

Ethanol (alcohol)

Methadone

Reference: NIDA (National Institute on Drug Abuse) Published October 1988 Professional Safety 0.3 ug/ml (or 300 ng/ml)

0.3 ug/ml (or 300 ng/mi)

0.3 ug/mi (or 300 ng/mi)

0.3 ug/ml (or 300 ng/ml)

0.75 ug/mi (or 750 ng/mi)

0.3 ug/ml (or 300 ng/ml)

0.075 ug/ml (or 75 ng/ml)

0.1 ug/ml (or 100 ng/ml)

0.05% or higher (in urlne)

0.3 ug/ml (or 300 ng/ml)

Neidigh Construction Corporation Drug Free Workplace Policy

EXHIBIT 2.1

DRUG ABUSE DETECTION/TIME LIMITS PER USAGE:

The following drugs are taken orally, except for heroin and morphine, which are administered through intravenous injections, and marijuana, which is smoked.

Drug	Dosage in Milligrams	Detection Time After Usage
Amphetamines	30	1-120 hours
	15	1-72 hours
	5	3.5-30 hours
Barbiturates		
Short-acting	100	4.5 days
Phenobarbital	40	7 days
Benzodiazepines	25	48 hours
Diazepam	10	None detected
	10 mg/5 times daily	3-7 days
Cocaine	250	8-48 hours
Opiates	ŀ	
Heroin	10	1-4 days
Meperidine	100	4-24 hours
Methadone	38	7.5-56 hours
Morphine	10	84 hours
Methaqualone	150	Up to 60 hours
	250	Up to 72 hours
	300	Up to 90 hours
Marijuana	Once per week	7-34 days
	Daily usage	6-81 days

Reference: "Drug Testing in the Workplace," American Society of Clinical Pathologists

Neidigh Construction Corporation Drug Free Workplace Policy

EXHIBIT 3.0

NEIDIGH CONSTRUCTION CORPORATION

SUBSTANCE ABUSE POLICY -URINALYSIS DRUG SCREENING-

I agree to cooperate and abide by this policy and understand that any failure to do so on my part is grounds for termination.

Employee Signature

Date

Signature of Supervisor or Witness

Date

Neidigh Construction Corporation Drug Free Workplace Policy

JOB SITE OBJECTIVE:

Title IV of H.R. 5210 requires federal contractors to certify that they are providing a drug-free workplace as a condition for receiving the contract. The "drug-free workplace" provision would deny the awarding of a government contract unless the contractor certifies to the contracting agency that it will provide a drug-free workplace by meeting the following requirements:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensating or use of illegal drugs is prohibited in the contractor's workplace and specifying the actions that will be taken if the prohibition is violated.
- Establishing a drug-free awareness program to inform employees of (a) the dangers of workplace drug abuse; (b) the contractor's drug-free workplace policy; (c) any available drug counseling, rehabilitation and employee assistance programs; and (d) employee penalties for drug abuse violations.
- 3. Requiring that each employee engaged in the performance of the contract be given a copy of the employer's anti-drug statement and, as a condition of employment, agree to abide by its terms and to notify the employer in writing of any criminal drug conviction for use of Illegal drugs at the workplace, within five days after the conviction.
- Notifying the contracting agency within ten days after learning of an employee criminal drug conviction for use of illegal drugs at the workplace.
- Imposing a sanction, up to and including termination of employment, on any employee convicted of illegal use of drugs at the workplace or requiring the employee's "satisfactory participation" in an employee assistance or rehabilitation program.
- Making a good faith effort to continue maintaining a drug-free workplace by implementing the previous five requirements.

Contractors who faisely certify that they are providing a drug-free workplace, or who fail to carry out the requirements described above, are subject to contract suspension, or termination, or both. In addition, the contractor can be debarred from future government work for up to five years. Determinations as to whether sanctions against a contractor are authorized shall be made by the respective agency's board of contract appeals. An adverse decision can be appealed to the U.S. Court of Appeals for the Federal Circuit within 60 days. Sanctions could be waived if the contracting agency concludes that they would "severely disrupt" the operation of the agency to the detriment of the government or the general public.

ATTACHMENT E

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

STATE OF INDIANA)) SS: COUNTY OF Monroe)

AFFIDAVIT

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

1.	The undersigned is the	President	of
		(job title)	
	Neidigh Con	struction Corporation	······································
		(company name)	

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

Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A				
B.				
<u>C.</u>				
D			Total	S
viethod of Compliance (Specify)			
	Date:	February	. 14	, 20 1 7
Samo Needy				, 20 <u>_17</u>
Larry Neidigh				•
rinted Name				•
TATE OF INDIANA)) SS:			
COUNTY OF Monroe)		k	
Before me, a Notary Pub	lic in and for	said County a	und State, pe	rsonally appeared
Larry Neidigh		and	acknowledg	ged the execution
f the foregoing this <u>14th</u> da	y of <u>Febru</u>	ary	, 20 <u>1</u>	<u>7</u>
My Commission Expires: <u>12/</u>	<u>15/2014</u>	<u>DebiCl</u> Signature of N	D. Q. Iotary Public	shasa
County of Residence: <u>Monro</u>	<u>e</u>]	Debra D Printed Name	4	SUPA D JOHNSON W Public - Notary Stal
			1	Monroe County mission Expires Dec 15, 20

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

IC 36-1-12-20

Trench safety systems; cost recovery

Sec. 20. (a) This section applies to a public works project that may require creation of a trench of at least five (5) feet in depth. (b) IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into the contract documents for a public works project. (c) The contract documents for a public works project shall provide that the cost for trench safety systems shall be paid for; (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated. As added by P.L.26-1989, SEC.21.

DRAFT AIA Document G701[™] - 2001

PROJECT (Name and address): City of Bloomington-		OWNER:
	DATE: September 6, 2017	ARCHITECT: 🔲
Board of Public Works		
401 N. Morton Street, suite 120		CONTRACTOR
Bloomington, IN 47404	ARCHITECT'S PROJECT NUMBER: 2015-14	field:
TO CONTRACTOR (Name and address):	CONTRACT DATE: March 7, 2017	OTHER:
Neidigh Construction Corporation 2220 W. Vernal Pike	CONTRACT FOR: General Construction	4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Bloomington, IN 47404	CONTRACTFOR: General Construction	Analysiska (
 Rock Excavation Termite Treatment Rain Days for May (7) Unsuitable Soil with Days Extension (5) Downspout Drains at West Rain Days for June and July (7) Total for all items this Change Order The original Contract Sum was The net change by previously authorized of The Contract Sum prior to this Change Of The Contract Sum will be increased by the The new Contract Sum including this Change The Contract Time will be increased by the the date of Substantial Completion as of 	ed amount attributable to previously executed \$ 812.36 \$ 2,205.00 \$ 0.00 \$ 35,435.76 \$ 1,980.50 \$ 0.00 \$ 40,433.62 Change Orders rder was is Change Order in the amount of ange Order will be	\$ <u>1,940,011.00</u> \$ <u>0.00</u> \$ <u>1,940,011:00</u> \$ <u>1,940,011:00</u> \$ <u>40,433.62</u> \$ <u>1,980,444462</u>
have been authorized by Construction Ch Contractor, in which case a Change Order	r is executed to supersede the Construction C.	een agreed upon by both the Owner and
NOTE: This Change Order does not include have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR	ange Directive until the cost and time have be r is executed to supersede the Construction C. RCHITECT, CONTRACTOR AND OWNER.	een agreed upon by both the Owner and
NOTE: This Change Order does not include have been authorized by Construction Ch Contractor, in which case a Change Order	ange Directive until the cost and time have be r is executed to supersede the Construction C. RCHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation	City of Bloomington-Board of Public.Works
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NOTE: This Change Order does not include have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR Kirkwood Design Studio, PC	Ange Directive until the cost and time have be r is executed to supersede the Construction C. ACHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation CONTRACTOR (Firm name) 2220 West Vernal Pike	City of Bloomington- Board of Public, Works OWNER (Firm hame) 401 N. Morton Street
NOTE: This Change Order does not includ have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR Kirkwood Design Studio, PC ARCHITECT (<i>Firm name</i>) 113 East 6 th Street Bloomington, IN 47408	Ange Directive until the cost and time have be r is executed to supersede the Construction C. RCHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation CONTRACTOR (Firm name) 2220 West Vernal Pike Bloomington, IN 47404	City of Bloomington Board of Public Works OWNER (Firm hame) 401 N. Morton Street Bloomington, IN 47404
NOTE: This Change Order does not includ have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR Kirkwood Design Studio, PC ARCHITECT (<i>Firm name</i>) 113 East 6 th Street	Ange Directive until the cost and time have be r is executed to supersede the Construction C. ACHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation CONTRACTOR (Firm name) 2220 West Vernal Pike	City of Bloomington- Board of Public, Works OWNER (Firm hame) 401 N. Morton Street
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NOTE: This Change Order does not includ have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR Kirkwood Design Studio, PC ARCHITECT (<i>Firm name</i>) 113 East 6 th Street Bloomington, IN 47408	Ange Directive until the cost and time have be r is executed to supersede the Construction C. RCHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation CONTRACTOR (Firm name) 2220 West Vernal Pike Bloomington, IN 47404	City of Bloomington- Board of Public/Works OWNER (Firm hame) 401 N. Morton Street Bloomington, IN 47404 ADDRESS BY Cignature)
NOTE: This Change Order does not includ have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR Kirkwood Design Studio, PC ARCHITECT (<i>Firm name</i>) 113 East 6 th Street Bloomington, IN 47408 ADDRESS BY (Signature) Mary J. Krupinski, AIA, President	Aange Directive until the cost and time have be r is executed to supersede the Construction C. RCHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation CONTRACTOR (<i>Firm name</i>) 2220 West Vernal Pike Bloomington, IN 47404 ADDRESS BY (Signature)	City of Bloomington- Board of Public/Works OWNER (Firm hame) 401 N. Morton Street Bloomington, IN 47404 ADDRESS BY Cignature)
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NOTE: This Change Order does not includ have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR Kirkwood Design Studio, PC ARCHITECT (<i>Firm name</i>) 113 East 6 th Street Bloomington, IN 47408 ADDRESS BY (Signature) Mary J. Krupinski, AIA, President	Aange Directive until the cost and time have be r is executed to supersede the Construction C. RCHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation CONTRACTOR (<i>Firm name</i>) 2220 West Vernal Pike Bloomington, IN 47404 ADDRESS BY (Signature)	City of Bloomington- Board of Public/Works OWNER (Firm hame) 401 N. Morton Street Bloomington, IN 47404 ADDRESS BY Cignature)
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NOTE: This Change Order does not include have been authorized by Construction Ch Contractor, in which case a Change Order NOT VALID UNTIL SIGNED BY THE AR Kirkwood Design Studio, PC ARCHITECT (<i>Firm name</i>) 113 East 6 th Street Bloomington, IN 47408 ADDRESS BY (Signature) Mary J. Krupinski, AIA, President (<i>Typed name</i>) September 12, 2017 DATE	ange Directive until the cost and time have berrist executed to supersede the Construction C. RCHITECT, CONTRACTOR AND OWNER. Neidigh Construction Corporation CONTRACTOR (Firm name) 2220 West Vernal Pike Bloomington, IN 47404 ADDRESS BY (Signature) (Typed name) DATE	City of Bloomington- Board of Public Works OWNER (Firm hame) 401 N. Morton Street Bloomington, IN 47404 ADDRESS BY (Signature) KHLA Cox DECCARD (Typed name)

FUND/ACCT: 2015 TF BOID Controller <u>5</u> We www

No 202463696911 which expires on 10/12/2011,
Jackie MOV(2(1198749561)
DATE: 9.25.17
A CONTRACTOR TO ANY CAR ANY

CONTRACTOR: ADDRESS:	Neidigh Construction Corporation 2220 West Vernal Pike Bloomington, IN 47404	JOB:	Animal Care & Control Shelter 3410 S. Walnut Street Bloomington, IN 47401
Tel: (812) 334-036	62 Fax: (812) 334-3144		Project # 2015-14
Kirkwood Desi 113 East 6th S	Street	Date:	5/23/2017
Bloomington, I Attn: Mary Kru			

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Eguipment	Total
Rock Excavation			•			• **
Supervision	2 hrs @	53.25		106.50		106.50
Project Manager	1 hrs @	65.00		65.00		65.00
Hammer, Demo	4 hrs @	57.50			230.00	230.00
Tractor, Crawler	4 hrs @	50.00			200.00	200.00
Dump Truck with Driver	1 hrs @	126.25		65.00	61.25	126.25
Subtotal				236.50	491.25	727.75
Equipment - Mark-up 10%						49.13
Labor - Mark-up 28%					35	5.48 59.13
15%				Т	otal	836:00
· ·						812.36

Response By: Kent Kimmel Larry Neldigh

Date of Response: 05/23/2017

Accepted by:

Date of Acceptance:

CONTRACTOR: Neidigh Construction Corporation ADDRESS: 2220 West Vernal Pike Bioomington, IN 47404 Tel: (812) 334-0362 Fax: (812) 334-3144

JOB:

Animal Care & Control Shelter 3410 S. Walnut Street Bloomington, IN 47401 Project # 2015-14

Kirkwood Design Studio 113 East 6th Street	Date:	5/31/2017
Bloomington, IN 47408		
Attn: Mary Krupinski		-

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total
Termite Treatment				
Termite Soil Treatment			2100.00	2,100.00
Subcontractor Mark-up 5%				105.00
,			Total	2,205.00

Response By: Kent Kimmel Larry Neldigh

Date of Response: 05/31/2017

Accepted by:

Date of Acceptance:

7	ERMINIX.
	Soil Treatment Plan
Amount CK Number Cash \$ CC \$ Received at completion THIS CONTRACT I	PROVIDES FOR RETREATMENT OF A HE REPAIR OF DAMAGES CAUSED BY
Amount CK Number Cash S CC S WOOD DESTROYIN Mission Cust	G ORGANISMS WITHIN THE LIMITS!
	'` '`
Malline Add	Phone Work Phone 334-0362
Property Address <u>3410 S. Welfrut</u> St. Description of Structure(s) Covered <u>SV4B Commercial building</u>	y Blooming ba State IN Zip Code 47401
	b.648 sq.f.t
Effective with the date of initial treatment through 5 ye plan	for the sum of \$ 2/00. 20 Terminix
hereby gunrantees that the soil has been treated at the above described property for the cor THIS PLAN DOES NOT PROTECT AGAINST NOR PROVIDE FOR THE DI	htrol of subterranean termites (Reticulitermes spp., Heterotermes spp.).
Terminix agrees, that if subterranean termine infestation(s) should occur at the described a	4ES spp., CRYPTOTERMES spp.).
This Plan provides repair for new subterranean termite damage to the structure and com	vide retreatment at no additional cost to the Purchaser.
developed at new deliges occurs within a one year period from the riste of initial fresh	nent Terminiv will when notification and in-anti and the second second
subterranean termites subsequent to the effective date of this Agreement; the definition of	ost of labor and materials. New damage is defined as damage done by
the damaged area, the damage discovered is old damage and is not covered under this P not limited to multi-unit residential apartments, town houses, and condominiums) are lim	ian Renairs for new damage to commercial churchings (including but
Repairs for new damage to residential and all other non-commercial structures are limite	uted in the aggregate to \$300,000 during the term of this Plan.
PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL Purchaser understands Terminix's available and approved payment options for non-commercial customer	CUSTOMEDE
Initial cash, check or credit card down-payment of S	
of this agreement by Terminix, and 12 of 18 monthly installments of S	1. SERVICE(S) PURCHASED
be paid as indicated on a Retail Installment Contract. I understand that these installments are subjec to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment	A. initial freatment or Installation
Contract. I further understand that this option is only available subject to credit approval and that	B. Additional Annual Renewals
the Finance Charge and other terms and conditions not set forth herein will be contained in th Retail Installment Contract.	•yr, (limit 2) s @ \$
by cash, check or credit card will be due more	n 2. TAX
acceptance of this agreement by Terminix with the remaining balance to be paid upon completion of the initial treatment or installation.	ⁿ 3. TOTAL (1 + 2) =
One-time cash, check or credil card payment will be paid upon acceptance of this agreement by Terminix.	4. LESS \$ DOWN PAYMENT 5. LESS AMOUNT TO BE PAID
One-time credit card payment will be paid upon completion of the initial treatment or installation	PER RETAIL INSTALLMENT CONTRACT
By signing the Card Holder. Signature the in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Terminix b, process this one-time credit card payment upon the	6 6. BALANCE TO BE PAID TO TERMINIX
Card rover, and quantorizing terminal to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me	e AT COMPLETION (Sum 3 - 4 - 5),
	(TECHNICIAN CODE: CNH REF UNA)
Credit Card Type: Astercard VISA Discover AMEX. Name (neit appears on	1 credit card)
Cardho	Ider Signature
In the event of additions of alterations to the identified property, Furchaser must give p expense of Furchaser. Such additions or alterations may also require an adjustment to the	e annuai renewal charge.
Upon transfer of ownership of the identified property, this Plan may be continued upon t ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE	the terms and conditions on the reverse side.
ANT ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPI PART OF THIS PLAN.	E MANDATORY ARBITRATION AGREEMENT AND THE
Terminix has provided the Purchaser with a copy of the manufacturer's specimen label	I or other state required documents for the terminidaded which will
be used to treat the above-named property.	
	Purchaser's lititais
The initial treatment will occur within 30 days of the date of the contract and will be cor	npleted as set forth herein.
In the event that you have any questions or complaints, you may contact a Terminix repr	esentative by calling 1-800-TELLTMX (1-800-835-5869).
NOTICE: YOU, THE FURCHASER, MAY CANCEL THIS TRANSACTION BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE TH EXPLANATION OF THIS RIGHT.	AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD E ATTACHED NOTICE, OF CANCELLATION FOR AN
Purchase	Date
Terminix Representative (signature)	Date
Terminix Representative (print name) Mike Malone	Date 2-14-17
Terminix Address 1456 S. LiBERTHY Dr.	Telephone (812) 340 - 6431
city Bloonington in him him	State IN Zip Code): 47463
Nordernials.com Key # 300 129 PECIAL Rev. 1/08 1//P 1/08 O2 009 The Termitals International Company Limited Partnership	
Key #330125PECIAL Rev. 1/08 1/09 1/08 02009 The Termilals International Company Limited Partnership	KKIMMell@ Neidigh const. com
<u>1</u>	N NIMPLE INC NEIGIGK CONST I CON

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CONTRACTOR: ADDRESS: Tel: (812) 334-03	Neldigh Construction Corporation 2220 West Vernal Pike Bloomington, IN 47404 62 Fax: (812) 334-3144		IOB:	3410 S. V Blooming	Care & Con Wainut Stro gton, IN 47 2015-14	
Kirkwood Des 113 East 6th 8 Bloomington, Attn: Mary Kr	Street N 47408	I	Date:	6	/5/2017	
	ITRACT ept the following as our proposal to furnis the above referenced project per plans a			supervisio	n required	
······································		Material	Labor	Subcon	tractor	Total
due to the wea it the wettest M I have listed the	uction would like to request an extension of ter issues encountered. The month of May re	eceived above a				
7 days added	to contract.					
Response By:	Kent Kimmel Larry Neidigh	I	Date of Re	sponse:	06/05/2017	,
Accepted by:		Ĩ	Date of Ac	ceptance:		

,

W TWITTER

ICLIMATE

CUNTACT 0.5

CLIMATE FACT SHEET

General Weather

Indiana Climate Normals

(1971 – 2000)

Month	Mean	Max.	Min.	Precipitation
	Temperature	Temperature	Temperature	
Jan	26.0	34.4	17.7	2.48
Feb	30.5	39.8	21.2	2.27
Mar	40.7	50.8	30.5	3.36
Apr	51.0	62.3	39.8	3.89
May	61.4	72.8	50.0	4.46
Jun	70.5	81.5	59.4	4.19
Jul	74.3	85.1	63.4	4.22
Aug	72.2	83.2	61.3	3.91
Sep	65.2	76.9	53.4	3.12
Oct	53.6	65.3	41.9	3.02
Nov	42.3	51.4	33.2	3.44
Dec	31.2	39.2	23.1	3.13

Four distinct seasons

Accumulated Precipitation (in) March 6, 2017 to June 3, 2017



11

21

CONTRACTOR: ADDRESS: Tel: (812) 334-036	Neidigh Construction Corporation 2220 West Vernal Pike Bloomington, IN 47404 52 Fax: (812) 334-3144	JOB:	Animal Care & Control Shelter 3410 S. Walnut Street Bloomington, IN 47401 Project # 2015-14
Kirkwood Desi 113 East 6th S Bloomington, I Attn: Mary Kru	treet N 47408	Date:	6/22/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Subcontractor	Total
Unsuitable Soil						
Supervision	35 hrs @	53.25		1863.75		1,863.75
Project Manager	3 hrs @	65.00		195.00		195.00
Testing & Engineering	-				1800.00	1,800.00
Unsuitable Soil	184 yds @	68.00	12512.00			12,512.00
Flowable Fill	100 yds @	77.70	7770.00			7,770.00
2000 PSI Lean Concrete Mix	84 yds @	95.00	7980.00			7,980.00
Subtotal	, .		28262.00	2058.75	1800.00	32,120.75
Subcontract - Mark-up 5%						180.00
Material - Mark-up 10%						2,826.20
Labor - Mark-up 25% 15%					308.81	514.69
					Total	35,641.6 4
						35,435.76

bbA	- 5	davs	to	contract
Auu	- 0	uujo	10	001111 402

Response By: Kent Kimmel Larry Neidigh Date of Response: 06/22/2017

Date of Acceptance:

Accepted by:

CONTRACTOR: ADDRESS: Tel: (812) 334-03	Neidigh Construction Corporation 2220 West Vernal Pike Bloomington, IN 47404 62 Fax: (812) 334-3144	JOB:	Animal Care & Control Shelter 3410 S. Walnut Street Bloomington, IN 47401 Project # 2015-14
Kirkwood Des 113 East 6th 5 Bloomington, Attn: Mary Kr	Street IN 47408	Date:	6/27/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Equipment	Total
Downspout drains to the west side of building.				
Drain pipe and accessories	800.00	340.00	260.00	1,400.00
Fill Stone - #11	185.00		200.00	385.00
Subtotal	985.00	340.00	460.00	1,785.00
Material and Equipment - Mark-up 10%			E 44	144.50
· · · · · · · · · · · · · · · · · · ·			51.(85.00
Labor - Mark-up 25% 15%		Т	"otal	2,014.50
				1,980.50
				L

Response By: Kent Kimmel Larry Neidigh Date of Response: 06/27/2017

Date of Acceptance:

Accepted by:

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CONTRACTOR: ADDRESS: Tel: (812) 334-036	Neidigh Construction Corporation 2220 West Vernal Pike Bloomington, IN 47404 52 Fax: (812) 334-3144		JOB:	Animal Care 3410 S. Wa Bloomingtor Project # 20	ı, IN 47401	r
Kirkwood Desig 113 East 6th Si Bloomington, It Attn: Mary Kru	treet N 47408		Date:	7/27/2	2017	
ADD TO CON Please acce to complete	TRACT pt the following as our proposal to furnis the above referenced project per plans a	h labor, equipr and addenda s	ment and s ubmitted.	upervision re	quired	_
		Material	Labor	Subcontrac	tor Total	-
Neidigh Construct due to the weath The following day June 15, June 22 Rain days for the Request an exter	e month of June, 2017 ction would like to request an extension of er issues encountered. ys are due to rain: 2, June 23, and June 30 e month of July 2017 nsion of 3 business day to our completion of ys are due to rain: nd July 27					
7 days added to	contract.					
• •	Kent Kimmel Irry Neidigh	۵	ate of Resp	oonse: 07/2	7/2017	
Accepted by:		D	ate of Acce	ptance:		

June 2017

		Temperatur	e
Region	Temperature	Normal	Deviation
Northwest	71.2	70.0	1.2
North Central	70.6	69.4	1.1
Northeast	70.3	69.1	1.2
West Central	71.8	71.3	0.5
Central	70.8	70.7	0.2
East Central	70.5	69.8	0.6
Southwest	73.6	73.3	0.2
South Central	72.6	72.4	0.2
Southeast	71.5	71.5	-0.1
State	71.5	70.9	0.6

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- ·		Precipitat	lon	
Region	Precipitation	Normal	Deviation	Percent of Normal
Northwest	4.15	4.34	-0.19	96
North Central	3.97	4.31	-0.33	92
Northeast	4.10	4.08	0.02	100
West Central	4.04	4.33	-0.29	93
Central	5.31	4.10	1.21	129
East Central	5.14	4.23	0.91	122
Southwest	3.09	4.10	-1.01	75
South Central	3.99	4.09	-0.09	98
Southeast	4.77	4.22	0.55	113
State	4.26	4.19	0.07	102

Description of the state of the



Accumulated Precipitation: Percent of Mean June 1, 2017 to June 30, 2017

Midwestern Regional Climate Center cli-MATE: MRCC Application Tools Environment Generated at: 7/10/2017 1:00:01 PM CDT

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These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <u>http://www.ncdc.noaa.gov</u>.

Climatological Report (Monthly)

000 CXUS53 KIND 011523 CLMBMG CLIMATE REPORT NATIONAL WEATHER SERVICE INDIANAPOLIS IN 1114 AM EDT SAT JUL 1 2017 ... THE BLOOMINGTON IN CLIMATE SUMMARY FOR THE MONTH OF JUNE 2017... CLIMATE NORMAL PERIOD 1981 TO 2010 CLIMATE RECORD PERIOD 9999 TO 9999 OBSERVED NORMAL DEPART LAST YEAR'S WEATHER VALUE DATE(S) VALUE FROM VALUE DATE(S) NORMAT. TEMPERATURE (F) HIGHEST 93 06/12 93 06/12 LOWEST 48 06/08 51 06/09 06/08 AVG. MAXIMUM 83.7 AVG. MINIMUM 60.1 82.5 1.2 84.8

 60.4
 -0.3

 71.4
 0.5

 2.3
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 0.0

 63.7 MEAN(1-1)DAYSMAX >= 903DAYSMAX <= 32</td>0DAYSMTN <= 32</td>0 MEAN 71.9 74.2 8 0 0.0 0.0 0 DAYS MIN <= 0 0 0.0 0.0 0 PRECIPITATION (INCHES) TOTALS 3.49 4.89 -1.403.63 DAILY AVG. 0.12 -0.04 0.16 0.12 DAYS >= .01 9 MM MM 9 DAYS >= .106 MM MM 6 DAYS >= .50 3 MM MM 2 1 DAYS >= 1.00 MM MM 2 GREATEST 24 HR. TOTAL 1.11 06/15 TO 06/15

DEGREE_DAYS HEATING TOTAL 8 SINCE 7/1 4125 COOLING TOTAL 222 SINCE 1/1 353		15 5266 208 290	14	288	
WIND (MPH) AVERAGE WIND SPEED HIGHEST WIND SPEED/DIRE HIGHEST GUST SPEED/DIRE	CTION	267230	DATE DATE	06/18 06/23	• • • • • • • • • •
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gton, IN (4/404) Monthly Weather Jul 2017 V MON TUE WED THU FRI		n. P		÷		
gton, IN (4/404) Monthly Weather Jul 2017		ТНИ	WED	TUE		
Bioomington, IN (4/404) Monthly Weather 8:34 am EDT						^
			Ť	thly Weathe	N (47404) Moi	Bloomington, l 8:34 am EDT

7/27/2017

Bloomington, IN (47404) Monthly Weather Forecast - weather.com

https://weather.com/weather/monthly/I/47404;4;US

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These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <u>http://www.ncdc.noaa.gov</u>.

Climatological Report (Daily)

519 CDUS43 KIND 070542 CLIBMG CLIMATE REPORT NATIONAL WEATHER SERVICE INDIANAPOLIS IN 141 AM EDT FRI JUL 7 2017 ... THE BLOOMINGTON IN CLIMATE SUMMARY FOR JULY 6 2017... CLIMATE NORMAL PERIOD 1981 TO 2010 CLIMATE RECORD PERIOD 9999 TO 9999 WEATHER ITEM OBSERVED TIME NORMAL DEPARTURE LAST VALUE (LST) VALUE FROM YEAR NORMAL TEMPERATURE (F) YESTERDAY MAXIMUM801236PM84-483MINIMUM681044PM64468AVERAGE7474076 68 76 PRECIPITATION (IN) YESTERDAY 0.50 0.15 0.35 0.51 MONTH TO DATE0.860.92-0.061.99SINCE JUN 14.355.81-1.465.62SINCE JAN 126.1525.700.4524.22 DEGREE DAYS HEATING YESTERDAY 0 MONTH TO DATE 0 SINCE JUN 1 8 $\begin{array}{ccc}
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\end{array}$ 0 3 4 SINCE JUL 1 0 3

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YESTERDAY 9 MONTH TO DATE 61 SINCE JUN 1 283 SINCE JAN 1 414	9 54 262 344	0 7 21 70	11 37 325 415	• •	,
WIND (MPH) HIGHEST WIND SPEED 18 HIGHEST GUST SPEED 25 AVERAGE WIND SPEED 2.3	HIGHEST HIGHEST	WIND D GUST D	IRECTION IRECTION	NE (3 NE (3	•
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RELATIVE HUMIDITY (PERCENT) HIGHEST 90 500 A LOWEST 67 500 B AVERAGE 79					
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SUNRISE AND SUNSET JULY 7 2017SUNRISE JULY 8 2017SUNRISE	628 AM 628 AM	I EDT I EDT	SUNSET SUNSET		
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http://w2.weather.gov/climate/getclimate.php?wfo=ind

07/27/2017

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Bloomington, IN (47404) Monthly Weather

8:34 am EDT



https://weather.com/weather/monthly///47404:4:US

Light Rain 70.55in 80° / 70°

Waning Gibbous () RECORD HIGH 106° RECORD LOW 52°

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These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <u>http://www.ncdc.noaa.gov</u>.

Climatological Report (Daily)

631 CDUS43 KIND 120533 CLIBMG CLIMATE REPORT NATIONAL WEATHER SERVICE INDIANAPOLIS IN 131 AM EDT WED JUL 12 2017 ... THE BLOOMINGTON IN CLIMATE SUMMARY FOR JULY 11 2017... CLIMATE NORMAL PERIOD 1981 TO 2010 CLIMATE RECORD PERIOD 9999 TO 9999 WEATHER ITEM OBSERVED TIME NORMAL DEPARTURE LAST VALUE (LST) VALUE FROM YEAR NORMAL TEMPERATURE (F) MAXIMUM 82 72 YESTERDAY 82 715 PM 84 -2 87 8 1012 PM 64 62 77 AVERAGE 74 3 75 PRECIPITATION (IN) YESTERDAY 0.12 0.19 -0.07 0.00 MONTH TO DATE 2.38 1.81 0.57 2.73 SINCE JUN 1 5.87 SINCE JAN 1 27.67 6.70 -0.83 6.36 27.67 26.59 1.08 24.96 DEGREE DAYS HEATING YESTERDAY 0 0 0 0 MONTH TO DATE 0 0 0 3 SINCE JUN 1 · 8 15 -7 4 0 SINCE JUL 1 0 0 3

COOLING

YESTERDAY 12 MONTH TO DATE 115 SINCE JUN 1 337 SINCE JAN 1 468	9 99 307 389	3 16 30 79	10 83 371 461		
WIND (MPH) HIGHEST WIND SPEED 17 HIGHEST GUST SPEED 25 AVERAGE WIND SPEED 7.9	HIGHEST HIGHEST	WIND DI GUST DI	RECTION RECTION	SW () S ()	220) 160)
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WEATHER CONDITIONS THE FOLLOWING WEATHER WAS REC THUNDERSTORM LIGHT RAIN FOG HAZE	CORDED Y	ESTERDAY	ζ.		
RELATIVE HUMIDITY (PERCENT) HIGHEST 90 1100 A LOWEST 62 1200 A AVERAGE 76					
THE BLOOMINGTON IN CLIMATE NOR NORMA MAXIMUM TEMPERATURE (F) 84 MINIMUM TEMPERATURE (F) 64		R TODAY		• • • • •	
SUNRISE AND SUNSET JULY 12 2017SUNRISE JULY 13 2017SUNRISE	631 AM 632 AM	I EDT	SUNSET SUNSET	913 PM 913 PM	EDT EDT
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https://weather.com/weather/monthiy/l/47404:4:US

7/27/2017



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Christina Smith <smithc@bloomington.in.gov>

Change Order #1 with Neidigh Construction

1 message

Christina Smith <smithc@bloomington.in.gov> To: Virgil Sauder <sauderv@bloomington.in.gov> Cc: Mary Krupinski <mk@kdsarchitects.com> Thu, Oct 12, 2017 at 3:08 PM

Hi Virgil,

Attach, please find the change order document for the Animal Shelter Additions and Renovations Project that needs Mary's and then Larry's signature. Once it's been fully executed, please send it back to me for the contract file.

Thanks, Chris

Christina Smith Special Projects Manager Department of Public Works 812-349-3589 smithc@bloomington.in.gov

Change Order #1.pdf 1223K

AIA Document G701[™] - 2001

Change Order

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FUND/ACCT: 3015 TTF

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PROJECT (Name and address):	CHANGE ORDER NUMBER: 001 FINAL	OWNER:
City of Bloomington-	DATE: September 6, 2017	ARCHITECT:
Board of Public Works 401 N. Morton Street, suite 120		:
Bloomington, IN 47404		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015-14	FIELD:
Neidigh Construction Corporation	CONTRACT DATE: March 7, 2017	OTHER:
2220 W. Vernal Pike Bloomington, IN 47404	CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOY (Include, where applicable, any undispute	v8: ed amount attributable to previously executed Constru	ction Change Directives)
1. Rock Excavation	\$ 812.36	
2. Termite Treatment	\$ 2,205.00	
3 Rain Days for May (7)	\$ 0.00	
4.Unsuitable Soil with Days Extension (5)		
5. Downspout Drains at West	\$ 1,980.50	
6. Rain Days for June and July (7)	S 0.00	
Total for all items this Change Order	\$ 40,433.62	
		t
The original Contract Sum was		\$ 1,940,011.00
The net change by previously authorized (Change Orders	\$ 0.00
	der was	\$ 1,940,011.00
The Contract Sum prior to this Change Or		
The Contract Sum prior to this Change Of The Contract Sum will be increased by the		\$ 40,433.62

The Contract Time will be increased by twenty work days (19 work) days. The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to February 27, 2018.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

	Kirkwood Design Studio, PC	Neidigh Construction Corporation	City of Bloomington- Board of Public Works
	ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
CITY OF BLOOMINGTON	113 East 6 th Street Bloomington, IN 47408 / ADDRESS Wary J. Krupinski, AIA, President (Typed name) September 12, 2017 /0/12 /2017 DATE	2220 West Vernal Pike Bloomington, IN 47404 ADDRESS BY (Signature) Larry Neidigh, Pres (Typed name) 10/12/2017 DATE	401 N. Marton Street Bloomington, IN 47404 ADDRESS BY Gignature) KHLA Cox DECLARD (Typed name) <u>CCTOBER 3 2017</u> DATE
2	This AIA" Document is protected by U.S. Copyr	1907, 2000 and 2001 by The American Institute of right Law and International Tractics. Unauthori severe civil and criminal penalties, and will software at 14:03:54 on 10/28/2010 under Orde:	and reproduction or distribution of this ALA

Board of Public Works Staff Report



Project/Event: Animal Shelter Mold Remediation
Petitioner/Representative: Animal Care & Control Division
Staff Representative: Virgil Sauder
Meeting Date: February 6, 2018

Ice damming caused water to enter into the Shelter Manager's office. While investigating the leak, mold was discovered. Upon testing it was discovered that 3 types of mold were present that are dangerous to individuals with compromised immune systems. It was recommended that the affected area be removed and the office cleaned through mold remediation. Given the location of the mold near a public space and the office needing to be used as soon as possible, it was determined to seek services as an Emergency Purchase.

Services were obtained by VET Environmental Engineering, LLC due their previous work with the City on similar issues. Contract amount for removal and cleaning of office \$1,977.62.

Recommend 🛛 Approval 🗌 Denial by: Virgil Sauder

PROJECT NAME: ANIMAL SHELTER MOLD REMEDIATION

AGREEMENT FOR SERVICES

This Agreement, entered into on this $\exists \forall day of \forall and and, 20 \forall, by and between the City of Bloomington Department of Public Works ("Department") and VET Environmental Engineering, LLC ("Consultant"),$

WITNESSETH:

WHEREAS, the Department wishes to enhance the services it provides by engaging in efforts to maintain its facilities in a safe and healthy state; and

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

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

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

Article 1. Scope of Services

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

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

Consultant shall complete the Services required under this Agreement on or before February 14, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Department officials designated by the Department as project coordinator(s). Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. <u>Standard of Care</u>

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality.

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Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the Department

The Department shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Department:

A. Information/Reports

Provide Consultant with reports and any information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Department hereby designates the Director of the Animal Shelter or his designee as the Department's representative for the project. This representative shall have the authority to transmit instructions, receive information, interpret and refine the Department's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Department's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. <u>Compensation</u>: The Department shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: <u>One Thousand Nine Hundred Seventy-Seven</u> **Dollars and Sixty-Two Cents (\$1,977.62).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Department or the Department's designated representative prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed and accepted at the time of billing. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Department may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Department's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Animal Shelter Attn: Virgil Sauder 3410 S. Walnut St. Bloomington, Indiana 47401

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

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

Article 5. <u>Appropriation of Funds</u>

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

Article 6. <u>Schedule</u>

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

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. <u>E-Verify</u>

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

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

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

Article 24. Notices

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

Department:

Consultant:

VET Environmental Engineering, LLC
Attn: Sara Hamidovic
2335 West Fountain Drive, Suite B
Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

. .

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

Article 27. Non-Collusion

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

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

Owner

City of Bloomington

Consultant

VET Environmental Engineering, LLC

Sara Hamidovic

Printed Name

Date:

By: d

31/2018

Adam Wason, Director, Public Works

Date: _____

By:

By:

Kyla Cox Deckard, President Board of Public Works

Date: _____

By:

Philippa M. Guthrie, Corporation Counsel

Date:

CITY OF	BLOOMINGTON
Legal De	partment
100	· · · · ·
Jac	Ge Moore
DATE:	1.31.18
8	

EXHIBIT A

"Scope of Work"

The Services shall include the following:

- 1. Removal of up to approximately 16 ft² of mold contaminated materials (drywall, insulation, etc.) from the ceiling and wall of the office.
- 2. Includes setup of containment barrier and negative air followed by removal of mold impacted materials. Mold contaminated wood will be cleaned and sealed. All materials will be bagged before removal from the containment area.
- 3. Includes prior sampling activities and project management.
- 4. Includes letter report summarizing sampling results and remediation activities.
- 5. Includes cleaning of office contents with anti-microbial treatment and HEPA vacuuming of office.

EXHIBIT B

"Project Schedule"

Consultant shall complete work under this Agreement on or before February 14, 2018.

EXHIBIT C E-VERIFY AFFIDAVIT

STATE OF INDIANA

COUNTY OF Moure

AFFIDAVIT

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

)SS:

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

Signature Dau STATE OF INDIANA))SS:

COUNTY OF MONDOL

Before me, a Notary Public in and for said County and State, personally appeared $M_0 ly D_{augherty}$ and acknowledged the execution of the foregoing this 312^{-4} day of

Notary Public's Signature

oler Printed Name of Notary Public

de My Commission Expires: January 7, 2024 2Qu County of Residence: WILLIAM MILLION

PUBLIC 5

12

EXHIBIT D

STATE OF INDIANA COUNTY OF MONTOC

) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and

correct to the best of my knowledge and belief. Dated this <u>3</u>\⁸⁴ day of <u>January</u>, 20<u>18</u>. VET Environmental Engineering, LLC By: <u>ice Manager</u> Daugherty STATE OF INDIANA) SS: COUNTY OF Y NON NOR Before me, a Notary Public in and for said County and State, personally appeared Molly Daugherty and acknowledged the execution of the foregoing this 3/2 day of _,20<u>18</u>. My Commission Expires: Tanuay 7, 2024 Notary Public's Signature

Printed Name of Notary Public

Koler County of Residence:



13

City of Bloomington Emergency Purchase Justification Form

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

Due to an ice dam water entered the corner of the shelter managers office. Upon testing it was determined that there were 3 types of mold present that are dangerous to individuals with compromised immune systems. Removal of mold by a mold remediation provider recommended.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The office is currently being used by the MCHA. One of the individuals needing to access this space has health issues currently. In addition the office is located in the main public accessible area of the shelter.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

The office has been occupied continuously with no leaks noticed until this incident. The ice dam caused large quantities of water to enter the area. Dealing with the leak lead to discovery of the mold issue.

4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable:

The company able to remove the mold is a existing approved vendor with the City and works with Utilities on mold issues already. They are able to complete the work Thursday.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Virgil Sauder		Director	PW - Animal Care and Control
Print/Type Name		Print/Type Title	Department
AW		1.3018	3516
Department Head Si	gnature	Date	Telephone Number
Amount:	\$1,977.62	Budget L	ine: 101-01-010000-53650

Approved by nderwood - Controller

13,18

Date:



Vendor	Invoice Description	Payment Date	Invoice Amoun
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43430 - Animal Adoption Fees			
Michelle Hines	01-Hines-refund adoption fee-canine	02/09/2018	75.0
	Account 43430 - Animal Adoption Fees Totals	1	\$75.0
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	01-8.5X11 salmon paper-3 reams	02/09/2018	6.7
5103 - Staples Contract & Commercial, INC	01-pastel paper 8.5X11-3 colors-3 reams each	02/09/2018	32.6
5103 - Staples Contract & Commercial, INC	01-3 tab file folders-green	02/09/2018	9.9
	Account 52110 - Office Supplies Totals	3	\$49.2
Account 52210 - Institutional Supplies			
313 - Fastenal Company	01-bandages, first aid supplies-burn cream, eye wash	02/09/2018	56.1
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-1/12/18	02/09/2018	196.2
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-1/19/18	02/09/2018	211.4
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (Lg, Med), sanitizer-1/11/18	02/09/2018	257.4
4633 - Midwest Veterinary Supply, INC	01-lactated ringers-1/16/18	02/09/2018	87.1
4633 - Midwest Veterinary Supply, INC	01-antibiotics-1/16/18	02/09/2018	246.8
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Cephalexin Caps-1/18/18	02/09/2018	90.2
4633 - Midwest Veterinary Supply, INC	01-anti parasitic-Parastar-1/19/18	02/09/2018	215.1
4633 - Midwest Veterinary Supply, INC	01-antibiotics, milk replacer, syringes-1/22/18	02/09/2018	233.1
4633 - Midwest Veterinary Supply, INC	01-feeding bowls-1/22/18	02/09/2018	88.8
	Account 52210 - Institutional Supplies Totals	10	\$1,682.7
Account 52310 - Building Materials and Suppli			
394 - Kleindorfer Hardware & Variety	01-fabric protector-1 can Scotchguard	02/09/2018	9.9
	Account 52310 - Building Materials and Supplies Totals	1	\$9.9
Account 53130 - Medical			
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries-1/16/18	02/09/2018	292.2
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries, bloodwork-1/4 & 1/9/18	02/09/2018	459.0
	Account 53130 - Medical Totals	2	\$751.2
	Program 010000 - Main Totals	17	\$2,568.2
	Department 01 - Animal Shelter Totals	17	\$2,568.2
Department 02 - Public Works			
Program 020000 - Main			
Account 53170 - Mgt. Fee, Consultants, and W		00/00/00/00	
5938 - Kessler Consulting, INC	16-Sanit. Modernization-consulting servAugust 2017	02/09/2018	1,407.5



Invoice Date Range 01/26/18 - 02/09/18

Mandan		Payment	Invoice
Vendor	Invoice Description	Date	Amount
5938 - Kessler Consulting, INC	16-Sanit. Modernization-consulting servDecember	02/09/2018	695.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	2	\$2,102.50
Account 53990 - Other Services and Charges			
5103 - Staples Contract & Commercial, INC	02-Targus Versatype Keyboard for ipad and ipad	02/09/2018	398.99
	Account 53990 - Other Services and Charges Totals	1	\$398.99
	Program 020000 - Main Totals	3 _	\$2,501.49
	Department 02 - Public Works Totals	3	\$2,501.49
Department 03 - City Clerk			
Program 030000 - Main			
Account 52110 - Office Supplies			
3404 - J.R. Watkins & Family, INC (Signs Now)	03 - name change on name plate-B. Wages	02/09/2018	28.39
5103 - Staples Contract & Commercial, INC	03-Foam dispaly board	02/09/2018	82.66
	Account 52110 - Office Supplies Totals	2	\$111.05
Account 52420 - Other Supplies			
798 - Winters Associates Promotional Products, INC		02/09/2018	67.65
	Account 52420 - Other Supplies Totals	1	\$67.65
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	03-250 business cards-B. Wages	02/09/2018	58.91
	Account 53310 - Printing Totals	1 _	\$58.91
	Program 030000 - Main Totals	4	\$237.61
	Department 03 - City Clerk Totals	4	\$237.61
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	04 Linked In advertisement - Asst Dir Sustainability	02/09/2018	148.20
3560 - First Financial Bank / Credit Cards	04 - LinkedIn Job Posting Asst Dir Sustainability	02/09/2018	85.80
	Account 53320 - Advertising Totals	2	\$234.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04 Hootsuite - BEAD Website Platform	02/09/2018	4.73
1051 - Bloomington Economic Development Corp	04 - 2018 Annual Membership Dues	02/09/2018	5,250.00
	Account 53910 - Dues and Subscriptions Totals	2	\$5,254.73
	Program 040000 - Main Totals	4	\$5,488.73
	Department 04 - Economic & Sustainable Dev Totals	4	\$5,488.73
Department 05 - Common Council			
Program 050000 - Main			

Account **52110 - Office Supplies**



Invoice Date Range 01/26/18 - 02/09/18

Vendor	Invoice Description	Payment Date	Invoice Amount
651 - Engraving & Stamp Center, INC	05-Engraved Gavel for 2017 Council President	02/09/2018	45.82
	Account 52110 - Office Supplies Totals	1	\$45.82
Account 52410 - Books	••		
3956 - West Publishing Corporation (Thomson	10-Library Plan Charges-12/5/17-1/4/18-inc. Council	02/09/2018	267.37
	Account 52410 - Books Totals	1	\$267.37
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson	10-West Information Charges-12/1-12/31/17	02/09/2018	304.87
	Account 53910 - Dues and Subscriptions Totals	1	\$304.87
	Program 050000 - Main Totals	3	\$618.06
	Department 05 - Common Council Totals	3	\$618.06
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	06-Calendars, rubber bands	02/09/2018	16.49
5103 - Staples Contract & Commercial, INC	06-adding machine tape, note pads, storage boxes	02/09/2018	13.24
	Account 52110 - Office Supplies Totals	2	\$29.73
Account 52420 - Other Supplies			
50972 - CDW, LLC	06- Wireless Streaming Stick	02/09/2018	269.91
53442 - Paragon Micro, INC	06- 2 Scanners, and adobe for the front	02/09/2018	2,127.96
5819 - Synchrony Bank	06 - VIZO Monitor and wall mount	02/09/2018	477.98
	Account 52420 - Other Supplies Totals	3	\$2,875.85
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	06-CCH CPELine Renewal/J. Underwood	02/09/2018	395.00
	Account 53160 - Instruction Totals	1	\$395.00
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	06-Job Employment Ad with indeed for Director of	02/09/2018	25.35
	Account 53320 - Advertising Totals	1	\$25.35
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06-TIF Financial Planning thru 12-31-17	02/09/2018	1,270.83
5648 - Reedy Financial Group, PC	06-Administration Fees thru 10-31-17	02/09/2018	2,738.33
5648 - Reedy Financial Group, PC	06-Financial Plan Construction thru 12-31-17	02/09/2018	13,568.62
5648 - Reedy Financial Group, PC	06-Financial Plan Construction Thru 11-30-17	02/09/2018	30,891.55
	Account 53990 - Other Services and Charges Totals	4	\$48,469.33
	Program 060000 - Main Totals	11	\$51,795.26
	Department 06 - Controller's Office Totals	11	\$51,795.26

Department 09 - CFRD



Vendor	Invoice Description	Payment Date	Invoice Amount
Program 090000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Wo	orkshops		
205 - City Of Bloomington	09-DV Coalition-registration for Owens to attend DV	02/09/2018	25.00
205 - City Of Bloomington	09-Registration-Anthony Christian-2018 Spring DV	02/09/2018	25.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	2	\$50.00
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	09-Print business cards for Josefa Luce	02/09/2018	58.91
	Account 53310 - Printing Totals	1	\$58.91
Account 53910 - Dues and Subscriptions			
323 - Hoosier Times, INC	09-HT Annual Subscription-Feb 2018 to Feb 2019	02/09/2018	228.25
	Account 53910 - Dues and Subscriptions Totals	1	\$228.25
Account 53960 - Grants		00/00/0010	200.00
11468 - Hillel Foundation At Indiana University Inc		02/09/2018	200.00
	Account 53960 - Grants Totals		\$200.00 \$537.16
	Program 090000 - Main Totals Department 09 - CFRD Totals	5 <u> </u> 5	<u>\$537.16</u> \$537.16
Department 10 - Legal	Department 09 - CFRD Totals	5	\$337.10
Program 100000 - Main			
Account 52410 - Books			
4253 - American Law Institute (ALI CLE)	10-Practical Real Estate Lawyer-subscription thru	02/09/2018	75.00
3956 - West Publishing Corporation (Thomson	10-Library Plan Charges-12/5/17-1/4/18-inc. Council	02/09/2018	1,069.49
	Account 52410 - Books Totals	2	\$1,144.49
Account 53120 - Special Legal Services			
330 - Ice Miller, LLP	10-Monastery Property-services rendered thru 12/15/17	02/09/2018	1,625.00
	Account 53120 - Special Legal Services Totals	1	\$1,625.00
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson	10-West Information Charges-12/1-12/31/17	02/09/2018	1,219.46
	Account 53910 - Dues and Subscriptions Totals	1	\$1,219.46
Account 54440 - Motor Equipment			
244 - Bloomington Ford, INC	10-Police Interceptor-AWD-for Risk Management	02/09/2018	25,897.25
	Account 54440 - Motor Equipment Totals	1	\$25,897.25
	Program 100000 - Main Totals	5	\$29,886.20
Program 101000 - Human Rights			
Account 52410 - Books		00/00/0010	53/ 00
6022 - Simplify Compliance Holdings, LLC (BLR)	10-BLR-2018 HR ADA Compliance Guide	02/09/2018	<u>536.99</u>
	Account 52410 - Books Totals	I	\$536.99



Vendor	Invoice Description	Payment Date	Invoice Amount
	Program 101000 - Human Rights Totals	1	\$536.99
	Department 10 - Legal Totals	6	\$30,423.19
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	11-binders, post-it notes, pens	02/09/2018	
	Account 52110 - Office Supplies Totals	1	\$47.49
Account 52420 - Other Supplies			
5081 - The MacExperience, INC	11-adapters for mayor's computer	02/09/2018	
	Account 52420 - Other Supplies Totals	1	\$108.95
Account 53230 - Travel			
6355 - Cassandra A Champion	11-reimbursement for travel expenses	02/09/2018	500.00
6356 - Riyadh M Hamdani	11-reimbursement for travel expenses	02/09/2018	459.16
6354 - Aaron D Matas	11-reimbursement of travel expenses	02/09/2018	500.00
	Account 53230 - Travel Totals	3	\$1,459.16
Account 53310 - Printing		00/00/0010	50.04
3892 - Midwest Color Printing, INC	11-business cards for Mick	02/09/2018	53.91
Assessment F20/0 Constants	Account 53310 - Printing Totals	I	\$53.91
Account 53960 - Grants	11 Cold monocrahin for O'Donnon Institute dinner	02/00/2010	1 500 00
2728 - Ivy Tech Foundation	11-Gold sponsorship for O'Bannon Institute dinner	02/09/2018 02/09/2018	1,500.00 225.00
5954 - The Greater Bloomington Chamber Of 5954 - The Greater Bloomington Chamber Of	11-Legislative Preview individual seats 11-2018 sponsorship package	02/09/2018	225.00
3934 - The Greater Bioonnington Chamber Of	Account 53960 - Grants Totals	3	\$4,225.00
	Program 110000 - Main Totals		\$5,894.51
	Department 11 - Mayor's Office Totals	9	\$5,894.51
Department 12 - Human Resources	Department 11 - Mayor 3 Office Totals	7	ψ0,094.01
Program 120000 - Main			
Account 52110 - Office Supplies			
9523 - Freedom Business Solutions, LLC	12 Toner for front office printer Inv 10346	02/09/2018	145.00
	Account 52110 - Office Supplies Totals	1	\$145.00
Account 52420 - Other Supplies		·	\$110.00
3560 - First Financial Bank / Credit Cards	12 fmla guide book	02/09/2018	106.95
	Account 52420 - Other Supplies Totals	1	\$106.95
Account 53160 - Instruction		-	
3560 - First Financial Bank / Credit Cards	12 State SHRM Conference (Uebel	02/09/2018	420.00
3560 - First Financial Bank / Credit Cards	12 Chamber of Commerce FMLA seminar (Uebel)	02/09/2018	499.00



Vender		Payment	Invoice
Vendor	Invoice Description	Date	Amoun
	Account 53160 - Instruction Totals	2	\$919.00
Account 53320 - Advertising	12 Job odc	02/00/2010	047 11
323 - Hoosier Times, INC	12 Job ads	02/09/2018	<u>867.42</u> \$867.42
Account 52000 Other Services and Charge	Account 53320 - Advertising Totals	I	\$807.42
Account 53990 - Other Services and Charges 585 - Bloomington Public Transportation	> 12 Ridership for 4th qu Inv 9827	02/09/2018	341.25
19660 - Bose McKinney & Evans, LLP	12-Law Consult INV 689194	02/09/2018	462.00
19000 - BUSE MICHITTEY & EVAILS, LLP	Account 53990 - Other Services and Charges Totals		<u>402.00</u> \$803.25
	Program 120000 - Main Totals	2 <u>-</u> 7	\$2,841.62
	Department 12 - Human Resources Totals	7	\$2,841.62
Department 12 Dianning	Department 12 - Human Resources Totals	Ι	φZ,041.02
Department 13 - Planning Program 130000 - Main			
Account 43310 - Application Fee			
Matt Ellenwood	13-refund PC filing fee-Case V-34-17	02/09/2018	500.00
	Account 43310 - Application Fee Totals	1	\$500.00
Account 52110 - Office Supplies	Account 43310 - Application Lee Totals	I	\$300.00
5103 - Staples Contract & Commercial, INC	13-Tape dispenser + stapler	02/09/2018	17.66
	Account 52110 - Office Supplies Totals	1	\$17.66
Account 53170 - Mgt. Fee, Consultants, and		I	ψ17.00
6289 - Clarion Associates, LLC	13-UDO Update (Remainder of contract 2018)-12/31/17	02/09/2018	2,250.00
8305 - Schmidt Associates, INC	13-Design ServArchitecture&Design Review of Dev.	02/09/2018	8,592.50
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	2	\$10,842.50
Account 53310 - Printing	Account of the might ree, consultants, and workshops folds	2	\$10,042.0C
3892 - Midwest Color Printing, INC	13-#250 Business Cards (C. Buddin)	02/09/2018	58.91
3892 - Midwest Color Printing, INC	13-250 business cards-Scanlan/Lillard/Carter/Greulich	02/09/2018	220.64
	Account 53310 - Printing Totals	2	\$279.55
	Program 130000 - Main Totals	6	\$11,639.71
	Department 13 - Planning Totals	6 -	\$11,639.71
Department 19 - Facilities Maintenance		C C	<i> </i>
Program 190000 - Main			
Account 52310 - Building Materials and Sup	plies		
395 - Kirby Risk Corp	19-CH-lamps & ballasts	02/09/2018	354.50
5819 - Synchrony Bank	19-FS#4 Sentry Supply Strike and Keeper	02/09/2018	13.90
, , , , ,	Account 52310 - Building Materials and Supplies Totals	2	\$368.40
Account 52430 - Uniforms and Tools	5 ···· ··· ··· ··· ··· ··· ···		,
394 - Kleindorfer Hardware & Variety	19-CH-magnet, spreaders, snow shovels, floor scraper	02/09/2018	88.23
,			



Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 52430 - Uniforms and Tools Totals	1	\$88.23
Account 53610 - Building Repairs			
321 - Harrell Fish, INC	19-City Hall-1st floor urinal-mens restroom @ north end	02/09/2018	1,044.65
321 - Harrell Fish, INC	19-City Hall-quarterly planned maintJanuary 2018	02/09/2018	1,910.66
321 - Harrell Fish, INC	19-CH-2nd FL server room AC not working	02/09/2018	2,287.35
7402 - Nature's Way, INC	19-CH-monthly, January 2018, interior plant	02/09/2018	336.60
	Account 53610 - Building Repairs Totals	4	\$5,579.26
	Program 190000 - Main Totals	7	\$6,035.89
	Department 19 - Facilities Maintenance Totals	7	\$6,035.89
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	28-HP wide formal roll inkjet paper 36"x150"-6 rolls	02/09/2018	176.46
	Account 52110 - Office Supplies Totals	1	\$176.46
Account 53210 - Telephone			
4236 - YP, LLC	28-YP advertising-bill date 1/1/18	02/09/2018	952.56
	Account 53210 - Telephone Totals	1	\$952.56
Account 53640 - Hardware and Software Main		00/00/0010	1 450 00
3989 - Ricoh USA, INC	28-Copier Maint-12/17/17-1/16/18-City portion Account 53640 - Hardware and Software Maintenance Totals	02/09/2018	
Account E2010 Duce and Subscriptions	Account 53640 - Hardware and Software Maintenance Totals	I	\$1,459.33
Account 53910 - Dues and Subscriptions 3560 - First Financial Bank / Credit Cards	20 Research Draiget Dian Subscription	02/09/2018	20.00
3560 - First Financial Bank / Credit Cards	28-Basecamp Project Plan Subscription 28 - Fookes Software (Aid4Mail Forensic)	02/09/2018	431.16
5300 - FIIST FILIAIICIAI DALIK / CLEUIT CALUS	Account 53910 - Dues and Subscriptions Totals	2	\$451.16
	Program 280000 - Main Totals	2 <u>-</u> 5	\$3,039.51
	Department 28 - ITS Totals	5	\$3,039.51
	Fund 101 - General Fund (S0101) Totals	87	\$123,620.98
Fund 103 - Restricted Donations		07	ψ125,020.70
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
5107 - NVA College Mall Veterinary Management	01-heartworm treatment-9/6/17	02/09/2018	308.72
	Account 53130 - Medical Totals	1	\$308.72
	Program 400101 - Animal Medical Services Totals	1	\$308.72
Program 400102 - Animal Supplies Account 52210 - Institutional Supplies			



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
5819 - Synchrony Bank	01-food scoops, dog leash, Kraft paper bags, collars	02/09/2018	466.87
	Account 52210 - Institutional Supplies Totals	1	\$466.87
	Program 400102 - Animal Supplies Totals	1	\$466.87
	Department 06 - Controller's Office Totals	2	\$775.59
	Fund 103 - Restricted Donations Totals	2	\$775.59
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090002 - Com Serv - MLK Comm			
Account 53230 - Travel			
6209 - Harold A Middlebrook	09-travel expenses for keynote speaker-MLK Birthday	02/09/2018	397.60
	Account 53230 - Travel Totals	1	\$397.60
Account 53990 - Other Services and Charges			·
1138 - BCT Management, INC	09-BCT Facility-labor, piano rental, catering-MLK	02/09/2018	796.50
203 - Indiana University	09-African American Choral Ensemble for MLK Birthday	02/09/2018	400.00
6209 - Harold A Middlebrook	09-keynote speaker fee for MLK Birthday Celebration	02/09/2018	2,500.00
4774 - RLJ Lodging II REIT Sub, LLC (Hilton	09-Accommodations-2018 MLK Birthday Celebrartion	02/09/2018	258.00
	Account 53990 - Other Services and Charges Totals	4	\$3,954.50
	Program 090002 - Com Serv - MLK Comm Totals	5	\$4,352.10
Program 090003 - Com Serv - Status of Wom		0	ψ1,002.10
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	09-supplies for 2018 WHM Lunch	02/09/2018	37.65
	Account 52420 - Other Supplies Totals	1	\$37.65
	Program 090003 - Com Serv - Status of Women Totals	1	\$37.65
	Department 09 - CFRD Totals	6	\$4,389.75
	Fund 312 - Community Services Totals	6 <u> </u>	\$4,389.75
Fund 401 Non Deverting Telecom (\$1146)	Fund 512 - Community Services Totals	0	\$4,309.73
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53750 - Rentals - Other		00/00/00/0	4 (4 4 6 7
12283 - Smithville Communications	28-CH/ACC-internet 2/1-2/28/18	02/09/2018	1,614.27
	Account 53750 - Rentals - Other Totals	1	\$1,614.27
Account 54420 - Purchase of Equipment			
6222 - Apple, INC	28-Capital replacement-adapter, Digital AVE multipor,	02/09/2018	420.10
	Account 54420 - Purchase of Equipment Totals	1	\$420.10
Account 54450 - Equipment 53442 - Paragon Micro, INC			
	28-Capital Replacement Monitor	02/09/2018	167.25



			Payment	Invoice
Vendor	Invoice Description		Date	Amount
53442 - Paragon Micro, INC	28-Capital Replacement Computer		02/09/2018	3,659.96
53442 - Paragon Micro, INC	28-Capital Replacement Computer		02/09/2018	1,713.97
		4450 - Equipment Totals	3	\$5,541.18
	Program 25400	0 - Infrastructure Totals	5	\$7,575.55
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet-2/1-2/28	3/18	02/09/2018	149.85
12283 - Smithville Communications	28-CH/ACC-internet 2/1-2/28/18		02/09/2018	1,136.00
	Account 53150 - Commur		2 _	\$1,285.85
	8	256000 - Services Totals	2 _	\$1,285.85
	•	ecommunications Totals	7	\$8,861.40
	Fund 401 - Non-Reverting	Telecom (S1146) Totals	7	\$8,861.40
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52210 - Institutional Supplies		_		
313 - Fastenal Company	20-safety supplies-large carton PolyGen purple	gloves	02/09/2018	5.30
313 - Fastenal Company	20-safety supplies-flexgrd glv/Pr/Vp		02/09/2018	27.81
		itutional Supplies Totals	2	\$33.11
Account 52330 - Street , Alley, and Sewer Ma			00/00/0010	
50944 - Cargill Deicing Techno	20-de-icing salt-68.33 tons-1/15/18	BC 2017-30	02/09/2018	4,479.29
50944 - Cargill Deicing Techno	20-de-icing salt-167.39 tons-1/16/18	BC 2017-30	02/09/2018	13,381.16
50944 - Cargill Deicing Techno	20-de-icing salt-171.03 tons-1/17/18	BC 2017-30	02/09/2018	13,672.15
50944 - Cargill Deicing Techno	20-de-icing salt-94.87 tons-1/11/18	BC 2017-30	02/09/2018	7,583.90
50944 - Cargill Deicing Techno	20-de-icing salt-199.59 tons-1/18/18	BC 2017-30	02/09/2018	10,883.50
Assessment 52240 Others Demoins and Maintenne	Account 52330 - Street , Alley, ar	nd Sewer Material Totals	5	\$50,000.00
Account 52340 - Other Repairs and Maintena			02/00/2010	402.00
4519 - Osburn Associates, INC	20-sign materials-tape, quick release, tweezers		02/09/2018	492.00
4519 - Osburn Associates, INC	20-Sign materials-tape, anchor kit, mounts	and Maintenance Totals	02/09/2018	1,045.50
Assount E2420 Other Sumplies	Account 52340 - Other Repairs	and maintenance Totals	2	\$1,537.50
Account 52420 - Other Supplies	20 2E' artia blue. 2E' bigblighter groop D. Daute		02/00/2010	25.04
409 - Black Lumber Co INC	20-25' artic blue, 25' highlighter green-R. Payto		02/09/2018	35.94
409 - Black Lumber Co INC 409 - Black Lumber Co INC	20-SW crew-reflective tape, drill set 20-Snow Control-mailboxes & posts		02/09/2018 02/09/2018	21.83 139.98
313 - Fastenal Company	20-Sidewalk crew-20V hammer drill impact kit		02/09/2018	359.98
394 - Kleindorfer Hardware & Variety	20-stanley tape		02/09/2018	21.49
574 - NIEHIUUTTEL MALUWALE & VALLELY	20-Statility tape		02/09/2018	21.49



Vendor Invoice Description Date Amount 394 - Kleindorfer Hardware & Variety 20-returns-#562865-cable cord, shrink tube, connects, 02/09/2018 (25.54) 394 - Kleindorfer Hardware & Variety 20-cord, shrink tube, coupler 02/09/2018 2.55 394 - Kleindorfer Hardware & Variety 20-cord, shrink tube, coupler 02/09/2018 2.03 394 - Kleindorfer Hardware & Variety 20-cord, shrink tube, coupler 02/09/2018 2.03 394 - Kleindorfer Hardware & Variety 20-tree Crew-chainsaw parts-sprocket, spark plugs 02/09/2018 2.36 3050 - Menands, INC 20-office-weather service-GEM. Skyw, Steren 02/09/2018 23.15 305 - Menands 20-Roller bearing for concrete saw 02/09/2018 36.10 Account 53130 - Medical 20-T. Carroll-Drug Screen DT 5 Panel E Screen 02/09/2018 40.00 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Screen Breath Alcohol Test-DOT 02/09/2018 26.39 231 - Indiana University Health Bloomington, INC 20-mat and shop towel services-1/10/18 02/09/2018 26.39 231 - Indiana University Health Bloomington, INC 20-mat and shop towel services-1/17/18			Payment	Invoice
394 - Kleindorfer Hardware & Variety 20-cord, strink tube, coupler 02/09/2018 25.54 394 - Kleindorfer Hardware & Variety 20-bushing washers 02/09/2018 2.00 394 - Kleindorfer Hardware & Variety 20-ca. simple green 02/09/2018 2.00 6262 - Koenig Equipment, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 36.60 337 - Stansfer Radio Co, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 36.10 337 - Stansfer Radio Co, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 36.10 Account 53130 - Medical 1 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 34.00 231 - Indiana University Health Bloomington, INC 20-rot carroli-Drug Screen DT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bloomington, INC 20-rot and and shop towel services-1/10/18 02/09/2018 26.39 9171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/10/18 02/09/2018 26.39 9171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/10/18 02/09/2018 23.05 9171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services and Charges 02	Vendor	Invoice Description	Date	Amount
394 - Kleindorfer Hardware & Variety 20-bushing washers 02/09/2018 2.00 394 - Kleindorfer Hardware & Variety 20-2-Ga. simple green 02/09/2018 2.00 394 - Kleindorfer Hardware & Variety 20-2-Ga. simple green 02/09/2018 2.00 52005 - Menards, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 2.03 53005 - Menards, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 2.35 53005 - Menards, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 2.35 53005 - Menards, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 3.610 53005 - Menards, INC 20-office area-mouse traps, marking wand, spark plugs 02/09/2018 3.610 53005 - Thr-State Bearing Co, INC 20-Office-Weather Service-SH 02/09/2018 3.610 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Screen Draent Alcohol Test-DOT 02/09/2018 2.639 231 - Indiana University Health Bloomington, INC 20-mat and shop towel services-1/10/18 02/09/2018 2.639 19111 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll de)-1/17/18 02/09/2018 2.305 19111 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll de)-1/17/18 02/09/2018 2.305	394 - Kleindorfer Hardware & Variety	20-returns-#562865-cable cord, shrink tube, connects,	02/09/2018	(25.54)
394 - Kleindorfer Hardware & Variety 20-2-Ga. simple green 02/09/2018 27.98 6262 - Koenig Equipment, INC 20-office arca-mouse traps, marking wand, spark plugs 02/09/2018 36.69 337 - Stansfer Radio Co, INC 20-office arca-mouse traps, marking wand, spark plugs 02/09/2018 23.75 505 - Th-State Bearing Co, INC 20-office arca-mouse traps, marking wand, spark plugs 02/09/2018 23.10 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Screen Breath Alcoh I Test-DOT 02/09/2018 40.00 2311 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/10/18 02/09/2018 26.39 1911 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 Account 53950 - Landfill 20-D Disposal Fee for Sweeper Dumps-12/22/17 02/09/2018 562.80 22226 - Hoosier	394 - Kleindorfer Hardware & Variety	20-cord, shrink tube, coupler	02/09/2018	25.54
6262 - Koenig Equipment, INC 20-Tree Crew-chainsaw parts-sprocket, spark plug 02/09/2018 36.69 53005 - Menards, INC 20-Office area-mouse traps, marking wand, spark plugs 02/09/2018 50.80 337 - Stansifer Radio Co, INC 20-Office-Weather Service-GEM, Skyw, Steren 02/09/2018 36.10 950 - Tri-State Bearing Co, INC 20-Roller bearing for concrete saw 02/09/2018 36.10 211 - Indiana University Health Bioomington, INC 20-Tree Crew-chainsaw parts-sprocket, Stave 02/09/2018 43.00 231 - Indiana University Health Bioomington, INC 20-Tree reverse DT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bioomington, INC 20-Tree reverse 20-Omat and shop towel services-1/10/18 02/09/2018 26.39 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10	394 - Kleindorfer Hardware & Variety	20-bushing washers	02/09/2018	2.00
53005 - Menards, INC 20-office area-mouse traps, marking ward, spark plugs 02/09/2018 50.80 337 - Stansifer Radio Co, INC 20-Office area-mouse traps, marking ward, spark plugs 02/09/2018 23.75 950 - Th-State Bearing Co, INC 20-Roller bearing for concrete saw 02/09/2018 33.15 Account 53130 - Medical 13 \$756.55 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 40.00 Account 53920 - Laundry and Other Sanitation Services 2 \$83.00 2 \$83.00 Account 53920 - Laundry and Other Sanitation Services 20-omat and shop towel services-1/10/18 02/09/2018 26.39 91711 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/11/18 02/09/2018 23.05 91711 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 91711 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 Stacount 53950 - Landfill 20- Disposal Fee for Sweeper D	394 - Kleindorfer Hardware & Variety	20-2-Ga. simple green	02/09/2018	27.98
337 - Stansifer Radio Co, INC 20-Office-Weather Service-GEM, Skyw, Steren 02/09/2018 23.75 950 - Tri-State Bearing Co, INC 20-Roller bearing for concrete saw 02/09/2018 36.10 Account 53130 - Medical 13 \$7556.55 Account 53130 - Medical University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Screen Breath Alcohol Test-DOT 02/09/2018 40.00 Account 53920 - Laundry and Other Sanitation Services 20-mat and shop towel services-1/10/18 02/09/2018 26.39 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 25226 - Hoosier Transfer Station-3140 20- Disposal Fee for Sweeper Dumps-12/2/17 02/09/2018 2490.00 Account 53990 - Other Services and Charges 20-snow removal-12/9/17-multi-use paths/walkway BC 2017-80 02/09/2018 31 \$55.561.84 101444 - Jeffery D Todd (Todd Septic Tank Service) 20-snow remov	6262 - Koenig Equipment, INC	20-Tree Crew-chainsaw parts-sprocket, spark plug	02/09/2018	36.69
950 - Tri-State Bearing Co, INC 20-Roller bearing for concrete saw Account 52420 - Other Supplies Totals 13 \$756.55 Account 53130 - Medical 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 43.00 Account 53130 - Medical 2 \$83.00 Account 53130 - Medical Totals 2 \$83.00 Account 5320 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/10/18 02/09/2018 02.09 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/17/18 02/09/2018 26.39 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/11/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19172 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19174 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19174 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19174 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19175 - Green Drayon Lawn Care, INC 20- Disposal Fee for Sweeper Dumps-12/22/17 02/09/2018 25260 02/09/2018 02/	53005 - Menards, INC	20-office area-mouse traps, marking wand, spark plugs	02/09/2018	50.80
Account 52420 - Other Supplies Totals13\$756.55Account 53130 - Medical20-T. Carroll-Drug Scree DOT 5 Panel E Screen02/09/201843.00231 - Indiana University Health Bloomington, INC20-T. Carroll-Drug Scree DT 5 Panel E Screen02/09/201840.00231 - Indiana University Health Bloomington, INC20-D. Bitner-Drug Screen Breath Alcohol Test-DOT02/09/201840.00Account 53920 - Laundry and Other Sanitation Services20-mat and shop towel services-1/10/1802/09/201826.3919171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.052226 - Hoosier Transfer Station-314020- Disposal Fee for Sweeper Dumps-12/22/1702/09/2018562.80Account 53990 - Other Services and Charges 5187 - Green Dragon Lawn Care, INC 19444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/20181	337 - Stansifer Radio Co, INC	20-Office-Weather Service-GEM, Skyw, Steren	02/09/2018	23.75
Account 53130 - Medical 231 - Indiana University Health Bloomington, INC 231 - Indiana University Health Bloomington, INC 232 - Data and shop towel services -1/10/18 231 - Indiana University Health Bloomington, INC 242 - Data and shop towel services -1/10/18 252 - Data and shop towel services -1/10/18 252 - Uniform & Career Apparel Group, 252 - Indiana & Career Apparel Group, 252 - Indiana & Career Apparel Group, 252 - Hoosier Transfer Station -3140 252 - Disposal Fee for Sweeper Dumps-12/22/17 Account 53950 - Landfill 252 - Hoosier Transfer Station-3140 252 - Services and Charges 5187 - Green Dragon Lawn Care, INC 19444 - Jeffery D Todd (Todd Septic Tank Service) 19444 - Jeffery D Todd (Todd Septic Tank Service) 26-unit save removal-12/9/17-multi-use paths/walkways Fund 452 - Parking Facilities(S9502) Department 26 - Parking Frogram 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - In	950 - Tri-State Bearing Co, INC	20-Roller bearing for concrete saw	02/09/2018	36.10
231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Scree DOT 5 Panel E Screen 02/09/2018 43.00 231 - Indiana University Health Bloomington, INC 20-T. Carroll-Drug Screen Breath Alcohol Test-DOT 02/09/2018 40.00 241 - Indiana University Health Bloomington, INC 20-D. Bitner-Drug Screen Breath Alcohol Test-DOT 02/09/2018 2 Account 53920 - Laundry and Other Sanitation Services 20-mat and shop towel services-1/10/18 02/09/2018 26.39 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/10/18 02/09/2018 26.39 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/10/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 Account 53950 - Landfill 20-Disposal Fee for Sweeper Dumps-12/22/17 02/09/2018 552.80 Account 53990 - Other Services and Charges 1 \$552.80 5187 - Green Dragon Lawn Care, INC 20-snow removal-12/9/17-multi-use paths/walkways BC 2017-80 02/09/2018 310 19444 - Jeffery D		Account 52420 - Other Supplies Totals	13	\$756.55
231 - Indiana University Health Bloomington, INC 20-D. Bitner-Drug Screen Breath Alcohol Test-DOT 02/09/2018 24.000 Account 53130 - Medical Totals 2 \$83.00 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/10/18 02/09/2018 26.39 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 Account 53950 - Landfill 5226 - Hoosier Transfer Station-3140 20- Disposal Fee for Sweeper Dumps-12/22/17 02/09/2018 562.80 Account 53950 - Chandfill 5226 - Hoosier Transfer Station-3140 20- Disposal Fee for Sweeper Dumps-12/22/17 02/09/2018 562.80 Account 53950 - Chandfill 520 - Other Services and Charges 5187 - Green Dragon Lawn Care, INC 20-snow removal-12/9/17-multi-use paths/walkways BC 2017-80 02/09/2018 340.00 19444 - Jeffery D Todd (Todd Septic Tank Service) 20-snow removal-12/9/17-multi-use paths/walkways BC 2017-80 02/09/2018 150.00 Program 200000 - Main Totals 31 \$53,561.84 Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust 02/09/2018 1,353.24	Account 53130 - Medical			
Account 53920 - Landry and Other Sanitation Services2\$83.004ccount 53920 - Landry and Other Sanitation Services20-mat and shop towel services-1/10/1802/09/201826.3919171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.0519171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/1802/09/201823.055226 - Hoosier Transfer Station-314020- Disposal Fee for Sweeper Dumps-12/22/17 Account 53950 - Landfill Totals1\$562.80Account 53990 - Other Services and Charges20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/201831\$53.561.84Department 26 - Parking Program 260000 - Main Account 52210 - Institutional SuppliesS53.561.84S53.561.84S53.561.84G023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies02/09/20181.353.246023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account	231 - Indiana University Health Bloomington, INC	20-T. Carroll-Drug Scree DOT 5 Panel E Screen	02/09/2018	43.00
Account 53920 - Laundry and Other Sanitation Services 20-mat and shop towel services-1/10/18 02/09/2018 26.39 19171 - Aramark Uniform & Career Apparel Group, 20-mat and shop towel services-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 02/09/2018 23.05 Account 53950 - Landfill 20- Disposal Fee for Sweeper Dumps-12/22/17 02/09/2018 562.80 Account 53990 - Other Services and Charges 20-snow removal-12/9/17-multi-use paths/walkways BC 2017-80 02/09/2018 340.00 19444 - Jeffery D Todd (Todd Septic Tank Service) 20-snow removal-12/9/17-multi-use paths/walkways BC 2017-80 02/09/2018 31 \$53,561.84 Fund 452 - Parking Facilities(S9502) Department 20 - Street Totals 31 \$53,561.84 \$53,561.84 Fund 451 - Motor Vehicle Highway(S0708) Totals 31	231 - Indiana University Health Bloomington, INC	20-D. Bitner-Drug Screen Breath Alcohol Test-DOT	02/09/2018	40.00
19171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/1802/09/2018 26.39 02/09/201826.39 26.39 26.30 02/09/201826.39 26.39 26.30 02/09/201826.39 26.39 26.30 27.00119171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 Account 53950 - Landfill 52226 - Hoosier Transfer Station-314002/09/2018 20- Disposal Fee for Sweeper Dumps-12/22/17 Account 53950 - Landfill Totals02/09/2018 20/209/201826.80 562.80 Account 53950 - Landfill Totals5187 - Green Dragon Lawn Care, INC 19444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-80 BC 2017-8002/09/2018 20/209/2018340.00 340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-80 BC 2017-8002/09/2018 20/209/2018340.00 340.0019445 - Parking Facilities(\$9502) Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies31\$53,561.84 \$53,561.84 \$53,561.84Fund 452 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies02/09/2018 11,353.24		Account 53130 - Medical Totals	2	\$83.00
19171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/17/18 20-uniform rental (minus payroll ded)-1/10/18 Account 53920 - Laundry and Other Sanitation Services Totals Account 53950 - Landfill Totals02/09/2018 23.05 20/09/2018Account 53990 - Other Services and Charges 5187 - Green Dragon Lawn Care, INC 19444 - Jeffery D Todd (Todd Septic Tank Service)20- bisposal Fee for Sweeper Dumps-12/22/17 20- snow removal-12/9/17-multi-use paths/walkways Account 53990 - Other Services and Charges Totals 20- pump saltwater collection tanks-1/9/18 20- opter Services and Charges Totals 20- pump saltwater collection tanks-1/9/18 20- Street Totals 3102/09/2018 31\$53,561.84 \$53,561.84 \$53,561.84Fund 452 - Parking Facilities (S9502) Department 26 - Parking Progr	Account 53920 - Laundry and Other Sanitation	Services		
19171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 19171 - Aramark Uniform & Career Apparel Group, 20-uniform rental (minus payroll ded)-1/10/18 Account 53950 - Landfill 52226 - Hoosier Transfer Station-314002/09/2018 23.05 20-Disposal Fee for Sweeper Dumps-12/22/17 02/09/201802/09/2018 23.05 23.05Account 53990 - Other Services and Charges 5187 - Green Dragon Lawn Care, INC 19444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkways 20-snow removal-12/9/17-multi-use paths/walkways 20-pump saltwater collection tanks-1/9/18 Department 20 - Street Totals02/09/2018 20/09/2018340.00 340.00Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies Totals02/09/2018 120/09/2018 310 353.24	19171 - Aramark Uniform & Career Apparel Group,	20-mat and shop towel services-1/10/18	02/09/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, Account 53950 - Landfill20-uniform rental (minus payroll ded)-1/10/18 Account 53920 - Laundry and Other Sanitation Services Totals02/09/201823.05Account 53950 - Landfill52226 - Hoosier Transfer Station-314020- Disposal Fee for Sweeper Dumps-12/22/17 Account 53950 - Landfill Totals02/09/2018562.80Account 53990 - Other Services and Charges 5187 - Green Dragon Lawn Care, INC20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-pump saltwater collection tanks-1/9/1802/09/2018150.00Account 53990 - Other Services and Charges Totals20 - Street Totals31\$53,561.84Program 200000 - Main Totals Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies Totals02/09/20181,353.2402/09/2018 (31,353.2426-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies Totals02/09/20181,353.24	19171 - Aramark Uniform & Career Apparel Group,	20-mat and shop towel services-1/17/18	02/09/2018	26.39
Account 53950 - LandfillAccount 53920 - Laundry and Other Sanitation Services Totals4\$98.88Account 53950 - Landfill20- Disposal Fee for Sweeper Dumps-12/22/1702/09/2018562.80Account 53990 - Other Services and ChargesAccount 53950 - Landfill Totals1\$562.80Account 53990 - Other Services and Charges20- snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/201831\$53,561.84Fund 452 - Parking Facilities(S9502)Japeartment 20 - Street Totals31\$53,561.84\$53,561.846023 - Network Services Company26-Pkg Garages-trash bags, mop, r	19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-1/17/18	02/09/2018	23.05
Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140 20- Disposal Fee for Sweeper Dumps-12/22/17 Account 53990 - Other Services and Charges 5187 - Green Dragon Lawn Care, INC 19444 - Jeffery D Todd (Todd Septic Tank Service) 20-snow removal-12/9/17-multi-use paths/walkways 20-snow removal-12/9/17-multi-use paths/walkways 20-snow removal-12/9/17-multi-use paths/walkways 20-snow removal-12/9/17-multi-use paths/walkways 20-snow removal-12/9/17-multi-use paths/walkways 20-snow removal-12/9/17-multi-use paths/walkways 20-snow removal-12/9/17-multi-use paths/walkways 20-pump saltwater collection tanks-1/9/18 Account 53990 - Other Services and Charges Totals 2 Program 200000 - Main Totals 31 \$53,561.84 Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies 1 \$1,353.24	19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-1/10/18	02/09/2018	23.05
52226 - Hoosier Transfer Station-314020- Disposal Fee for Sweeper Dumps-12/22/1702/09/2018562.80Account 53990 - Other Services and Charges1\$562.805187 - Green Dragon Lawn Care, INC20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-pump saltwater collection tanks-1/9/1802/09/2018340.00Account 53990 - Other Services and Charges Totals2\$490.00Program 200000 - Main Totals31\$53,561.84Department 20 - Street Totals31\$53,561.84Fund 452 - Parking Facilities(S9502)Fund 451 - Motor Vehicle Highway(S0708) Totals31\$53,561.84Program 260000 - MainAccount 52210 - Institutional Supplies02/09/20181,353.246023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies1\$1,353.24Account 52210 - Institutional Supplies1\$1,353.24		Account 53920 - Laundry and Other Sanitation Services Totals	4	\$98.88
Account 53990 - Other Services and Charges1\$562.805187 - Green Dragon Lawn Care, INC 19444 - Jeffery D Todd (Todd Septic Tank Service)20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-pump saltwater collection tanks-1/9/1802/09/2018150.00Account 53990 - Other Services and Charges Totals2\$490.00Program 200000 - Main Totals31\$53,561.84Department 20 - Street Totals31\$53,561.84Fund 452 - Parking Facilities(S9502)Fund 451 - Motor Vehicle Highway(S0708) Totals31\$53,561.84Department 26 - Parking Program 260000 - MainState State	Account 53950 - Landfill			
Account 53990 - Other Services and Charges 5187 - Green Dragon Lawn Care, INC 20-snow removal-12/9/17-multi-use paths/walkways BC 2017-80 02/09/2018 340.00 19444 - Jeffery D Todd (Todd Septic Tank Service) 20-pump saltwater collection tanks-1/9/18 02/09/2018 150.00 Account 53990 - Other Services and Charges Totals 2 \$490.00 Program 200000 - Main Totals 31 \$53,561.84 Department 20 - Street Totals 31 \$53,561.84 Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company 26-Pkg Garages-trash bags, mop, rags, degreaser, dust 02/09/2018 1,353.24	52226 - Hoosier Transfer Station-3140	20- Disposal Fee for Sweeper Dumps-12/22/17	02/09/2018	562.80
5187 - Green Dragon Lawn Care, INC20-snow removal-12/9/17-multi-use paths/walkwaysBC 2017-8002/09/2018340.0019444 - Jeffery D Todd (Todd Septic Tank Service)20-pump saltwater collection tanks-1/9/1802/09/2018150.00Account 53990 - Other Services and Charges Totals2\$490.00Program 200000 - Main Totals31\$53,561.84Department 20 - Street Totals31\$53,561.84Fund 452 - Parking Facilities(S9502)50000 - Main31\$53,561.84Department 26 - ParkingFund 451 - Motor Vehicle Highway(S0708) Totals31\$53,561.84Forgram 260000 - MainAccount 52210 - Institutional Supplies26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.246023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies1\$1,353.24		Account 53950 - Landfill Totals	1	\$562.80
19444 - Jeffery D Todd (Todd Septic Tank Service)20-pump saltwater collection tanks-1/9/1802/09/2018150.00Account 53990 - Other Services and Charges Totals2\$490.00Program 200000 - Main Totals31\$53,561.84Department 20 - Street Totals31\$53,561.84Fund 452 - Parking Facilities(S9502)31\$53,561.84Department 26 - Parking31\$53,561.84Program 260000 - Main451 - Motor Vehicle Highway(S0708) Totals31Account 52210 - Institutional Supplies6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies Totals1\$1,353.24	Account 53990 - Other Services and Charges			
Account 53990 - Other Services and Charges Totals2\$490.00Program 200000 - Main Totals31\$53,561.84Department 20 - Street Totals31\$53,561.84Stand 451 - Motor Vehicle Highway(S0708) Totals31\$53,561.84Fund 452 - Parking Facilities(S9502)31\$53,561.84Department 26 - Parking31\$53,561.84Program 260000 - Main451 - Motor Vehicle Highway(S0708) Totals31Account 52210 - Institutional Supplies26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20186023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181\$1,353.24	5187 - Green Dragon Lawn Care, INC	20-snow removal-12/9/17-multi-use paths/walkways BC 2017-80	02/09/2018	340.00
Program 200000 - Main Totals31\$53,561.84Department 20 - Street Totals31\$53,561.84Department 20 - Street Totals31\$53,561.84Fund 452 - Parking Facilities(S9502)31\$53,561.84Department 26 - Parking31\$53,561.84Program 260000 - MainAccount 52210 - Institutional Supplies26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20186023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies Totals1\$1,353.24	19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-1/9/18	02/09/2018	150.00
Department 20 - Street Totals31\$53,561.84Fund 452 - Parking Facilities(\$9502)31\$53,561.84Department 26 - Parking Program 260000 - MainFund 451 - Motor Vehicle Highway(\$0708) Totals31\$53,561.84Account 52210 - Institutional Supplies 6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies Totals02/09/20181,353.241\$1,353.24		Account 53990 - Other Services and Charges Totals	2	\$490.00
Fund 451 - Motor Vehicle Highway(S0708) Totals31\$53,561.84Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies Totals02/09/20181,353.246023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies Totals02/09/20181,353.24		Program 200000 - Main Totals	31	\$53,561.84
Fund 452 - Parking Facilities (\$9502)Department 26 - ParkingProgram 260000 - MainAccount 52210 - Institutional Supplies6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies Totals1\$1,353.24		Department 20 - Street Totals	31	\$53,561.84
Department 26 - Parking Program 260000 - Main Account 52210 - Institutional Supplies 6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust Account 52210 - Institutional Supplies Totals02/09/20181,353.24\$1,353.24		Fund 451 - Motor Vehicle Highway(S0708) Totals	31	\$53,561.84
Program 260000 - MainAccount 52210 - Institutional Supplies6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies Totals1\$1,353.24	Fund 452 - Parking Facilities (S9502)			
Account 52210 - Institutional Supplies6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies Totals1\$1,353.24	Department 26 - Parking			
6023 - Network Services Company26-Pkg Garages-trash bags, mop, rags, degreaser, dust02/09/20181,353.24Account 52210 - Institutional Supplies Totals1\$1,353.24	Program 260000 - Main			
Account 52210 - Institutional Supplies Totals 1 \$1,353.24	Account 52210 - Institutional Supplies			
Account 52210 - Institutional Supplies Totals 1 \$1,353.24	6023 - Network Services Company	26-Pkg Garages-trash bags, mop, rags, degreaser, dust	02/09/2018	1, <u>353.2</u> 4
			1	\$1,353.24
	Account 53170 - Mgt. Fee, Consultants, and Wo			



Invoice Date Range 01/26/18 - 02/09/18

Mar has			Payment	Invoice
Vendor	Invoice Description		Date	Amount
6249 - Desman, INC	26-Parking Study-shared inv. w/BPD-billing thr		02/09/2018	1,055.00
Assount 52440 Lisbility / Convelty Dram	Account 53170 - Mgt. Fee, Consultant	s, and worksnops lotals	I	\$1,055.00
Account 53410 - Liability / Casualty Prem State Farm Mutual Insurance Company		Connelly	02/00/2010	220.40
State Farm Mutual Insurance Company	26-4th St Garage-payment damage to car-A. C Account 53410 - Liability / C	-	02/09/2018	<u>229.40</u> \$229.40
Account 53610 - Building Repairs	Account 53410 - Liability / C	asually Premiums Totals	I	φΖΖ 9 .40
3397 - Evens Time, INC	26-Pkg Garages-Maintenance prorated coverage	10	02/09/2018	12,122.64
6055 - David Padgett (AnKriss Services)	26-4th St Garage-removal/disposal of doors	BC 2018-02	02/09/2018	8,000.00
0055 - David Paugett (Aliki iss Services)		- Building Repairs Totals	2	\$20,122.64
		am 260000 - Main Totals	2 <u>-</u> 5	\$22,760.28
		tment 26 - Parking Totals	5 <u>-</u>	\$22,760.28
		Facilities(S9502) Totals	5 5	\$22,760.28
Fund 454 - Alternative Transport(S6301)			5	ψΖΖ,100.20
Department 02 - Public Works				
Program 020000 - Main				
Account 53110 - Engineering and Archited	ctural			
5999 - The Etica Group, INC	13-Mitchell/Walnut SW-services 11/26-12/30/1	7 BC 2017-51	02/09/2018	1,670.00
	Account 53110 - Engineering		1	\$1,670.00
		am 020000 - Main Totals	1	\$1,670.00
		02 - Public Works Totals	- 1	\$1,670.00
		Transport(S6301) Totals	- 1	\$1,670.00
Fund 601 - Cum Cap Development(S2391			·	\$17070100
Department 02 - Public Works	· · ·			
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer	⁻ Material			
50944 - Cargill Deicing Techno	20-de-icing salt-25.84 tons-1/12/18	BC 2017-30	02/09/2018	2,065.65
50944 - Cargill Deicing Techno	20-de-icing salt-129.98 tons-1/10/18	BC 2017-30	02/09/2018	10,390.60
50944 - Cargill Deicing Techno	20-de-icing salt-144.98 tons-1/15/18	BC 2017-30	02/09/2018	11,589.72
50944 - Cargill Deicing Techno	20-de-icing salt-68.33 tons-1/15/18	BC 2017-30	02/09/2018	983.01
50944 - Cargill Deicing Techno	20-de-icing salt-199.59 tons-1/18/18	BC 2017-30	02/09/2018	5,071.72
50944 - Cargill Deicing Techno	20-de-icing salt-126.30 tons-1/19/18	BC 2017-30	02/09/2018	10,096.42
	Account 52330 - Street , Alley, a	nd Sewer Material Totals	6	\$40,197.12
		am 020000 - Main Totals	6	\$40,197.12
		02 - Public Works Totals	6	\$40,197.12
	Fund 601 - Cum Cap Dev	relopment(S2391) Totals	6	\$40,197.12
Fund 720 Calid Masta (C(401)				

Fund 730 - Solid Waste (S6401)



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
Department 16 - Sanitation			
Program 160000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	16-writing pads, desk calendar, rolodex, pens	02/09/2018	38.80
	Account 52110 - Office Supplies Totals	1	\$38.80
Account 52430 - Uniforms and Tools			
53138 - MTS Safety Products, INC	16-safety vests (inc. s/h)	02/09/2018	322.85
	Account 52430 - Uniforms and Tools Totals	1	\$322.85
Account 53920 - Laundry and Other Sanitation			
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-1/17/18	02/09/2018	31.87
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-1/17/18	02/09/2018	7.49
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-1/24/18	02/09/2018	7.49
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel service-1/24/18	02/09/2018	31.87
	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$78.72
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-1/2-1/11/18	02/09/2018	9,980.40
	Account 53950 - Landfill Totals	1	\$9,980.40
	Program 160000 - Main Totals	7	\$10,420.77
	Department 16 - Sanitation Totals	7	\$10,420.77
	Fund 730 - Solid Waste (S6401) Totals	7	\$10,420.77
Fund 800 - Risk Management (S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-K. Buddin-safety shoes	02/09/2018	100.00
1548 - Safety Shoe Distributors, INC	10-Safety shoes-Boruff/Kinser/Corns-s/h	02/09/2018	220.07
1548 - Safety Shoe Distributors, INC	10-Safety Shoes-for city employees	02/09/2018	354.92
1548 - Safety Shoe Distributors, INC	10-L. Huss-safety shoes	02/09/2018	76.99
54207 - Smith's Shoe Center	10-Safety shoes for City employees	02/09/2018	492.79
	Account 52430 - Uniforms and Tools Totals	5	\$1,244.77
Account 53130 - Medical			
2579 - Troy Brewer	10- Brewer CDL Physical 2018	02/09/2018	90.00
6324 - Randy Hitchcox	10- Hitchcox CDL Physical 2018	02/09/2018	95.00
5967 - Larry M Pursell	10- Pursell CDL Physical 2018	02/09/2018	90.00
7667 - Steven K Robertson	10- S. Robertson CDL Physical 2018	02/09/2018	85.00
	Account 53130 - Medical Totals	4	\$360.00



			Payment	Invoice
Vendor	Invoice Description		Date	Amount
		Program 100000 - Main Totals	9	\$1,604.77
		Department 10 - Legal Totals	9 _	\$1,604.77
	Fund 800) - Risk Management(S0203) Totals	9	\$1,604.77
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1201 - Other Services and Cl			01/0//0010	05/00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER CONT \$256.80	0.005.00	01/26/2018	256.80
3908 - CIGNA Healthcare	12-Cigna Dental Claim Funding \$3		01/31/2018	38,895.38
Acco	ount 53990.1201 - Other Services ar	nd Charges Health Insurance Totals	2	\$39,152.18
	_	Program 120000 - Main Totals	2 _	\$39,152.18
	•	tment 12 - Human Resources Totals	2 _	\$39,152.18
	Fund	801 - Health Insurance Trust Totals	2	\$39,152.18
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-disposal fee		02/09/2018	31.50
50605 - Bauer Built, INC	17-tires		02/09/2018	1,850.00
50605 - Bauer Built, INC	17-tires		02/09/2018	100.00
4693 - Monroe County Tire & Supply, INC	17-tires		02/09/2018	1,024.40
4693 - Monroe County Tire & Supply, INC	17-tires		02/09/2018	331.50
4693 - Monroe County Tire & Supply, INC	17-tires		02/09/2018	293.00
	Account 52230	 Garage and Motor Supplies Totals 	6	\$3,630.40
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76D	02/09/2018	19,771.89
		Account 52240 - Fuel and Oil Totals	1	\$19,771.89
Account 52320 - Motor Vehicle Repair				
4877 - Asher Group, INC	17-#461 pivot pins, ram assy		02/09/2018	1,493.00
474 - Auto-X-10'd, INC (Ziebart)	17-#407 RUNNING BOARDS		02/09/2018	600.00
409 - Black Lumber Co INC	17-blue tarp		02/09/2018	17.94
409 - Black Lumber Co INC	17-ant and roach spray		02/09/2018	9.98
409 - Black Lumber Co INC	17-pistol nozzle		02/09/2018	6.99
244 - Bloomington Ford, INC	17-sensor, oil indicator		02/09/2018	30.93
244 - Bloomington Ford, INC	17-#942 lever and bushing		02/09/2018	71.54
244 - Bloomington Ford, INC	17-#876 coolant tube, connector		02/09/2018	17.88



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
244 - Bloomington Ford, INC	17-#876 coolant tube, connector	02/09/2018	16.20
941 - Central Indiana Truck Equipment Corporation	17 - #950 Warning buzzer	02/09/2018	98.61
4335 - Circle Distributing, INC	17-misc parts	02/09/2018	56.43
4335 - Circle Distributing, INC	17-misc parts	02/09/2018	11.04
4335 - Circle Distributing, INC	17-core credit	02/09/2018	(35.00)
5792 - Clark Truck Equipment Co., INC	17-#4221 conveyor chain, bolt and gearbox	02/09/2018	1,947.17
5792 - Clark Truck Equipment Co., INC	17-#438 spinner motor	02/09/2018	371.82
4153 - Diesel Injection Service Co, INC (Turbo &	17-core return (15538)	02/09/2018	(300.00)
4153 - Diesel Injection Service Co, INC (Turbo &	17-#627 turbo	02/09/2018	1,501.35
5896 - Hahn Automotive Warehouse, INC	17-shop gloves	02/09/2018	107.40
796 - Interstate Battery System of Bloomington,	17-batteries	02/09/2018	89.51
796 - Interstate Battery System of Bloomington,	17-batteries	02/09/2018	1,120.57
796 - Interstate Battery System of Bloomington,	17-batteries	02/09/2018	338.69
4439 - JX Enterprises, INC	17-#4241 pressure sensor	02/09/2018	146.63
4439 - JX Enterprises, INC	17-#4241 water pump	02/09/2018	163.98
394 - Kleindorfer Hardware & Variety	17-steel wood, mineral spirits, rustkill, clip brush	02/09/2018	19.55
394 - Kleindorfer Hardware & Variety	17-mis supplies	02/09/2018	5.32
394 - Kleindorfer Hardware & Variety	17-washers and nuts, CLR	02/09/2018	102.09
394 - Kleindorfer Hardware & Variety	17-floor brushes, mouse traps	02/09/2018	120.54
394 - Kleindorfer Hardware & Variety	17-alum angle	02/09/2018	19.49
394 - Kleindorfer Hardware & Variety	17-roll solder, hammer handle	02/09/2018	22.48
2974 - MacAllister Machinery Co, INC	17-#434 ECM AND PROGRAMMING	02/09/2018	2,750.00
2974 - MacAllister Machinery Co, INC	17-#426 block heater and cord	02/09/2018	147.90
2974 - MacAllister Machinery Co, INC	17-#602 filters	02/09/2018	253.06
2974 - MacAllister Machinery Co, INC	17-#602/stk pins, retainer, teeth, back up alarm	02/09/2018	329.22
2974 - MacAllister Machinery Co, INC	17-core return (15471)	02/09/2018	(650.81)
2974 - MacAllister Machinery Co, INC	17-#602 rear view mirror	02/09/2018	58.00
4548 - Midwest Motor Supply (Kimball Midwest)	17-brake clean	02/09/2018	454.80
53385 - O'Reilly Automotive Stores, INC	17 - # 638 Bumper	02/09/2018	30.54
54351 - Sternberg, INC	17-#428 brake shoes, drums and springs	02/09/2018	1,483.90
54351 - Sternberg, INC	17-core return (15364)	02/09/2018	(48.00)
54351 - Sternberg, INC	17-#422 mirror	02/09/2018	382.75
54351 - Sternberg, INC	17-#441 air tanks and hardware	02/09/2018	1,484.00
54351 - Sternberg, INC	17-#441 air tanks and hardware	02/09/2018	331.01
54351 - Sternberg, INC	17-tube	02/09/2018	31.92
54351 - Sternberg, INC	17-misc parts	02/09/2018	51.20



Invoice Date Range 01/26/18 - 02/09/18

VendorInvoice Description54351 - Sternberg, INC17-Hose Clamp54411 - Superior Signals, INC17-stock strobes54411 - Superior Signals, INC17-stock strobes6216 - Terminal Supply, INC17-stock led lights6216 - Terminal Supply, INC17-stock led lights6216 - Terminal Supply, INC17-stock led lights6216 - Terminal Supply, INC17-stock6216 - Terminal Supply, INC17-stock6216 - Terminal Supply, INC17-stock622 - Truck Country of Indiana, INC (Stoops17-stock622 - Truck Country of Indiana, INC (Stoops17-parts return622 - Truck Country of Indiana, INC (Stoops17-stock622 - Truck Country of Indiana, INC (Stoops17-stock eld tank strainer and adhesive622 - Truck Country of Indiana, INC (Stoops17-stock eld tank strainer and adhesive629 - West Side Tractor Sales Co.17-stock prolate tracks6296 - West Side Tractor Sales Co.17-stock prolate tracks6206 - West Side Tractor Sales Co.17-stock products7817-stock products717 - DRUM DOLLY8181 - Lawson Products, INC17-stock productsAccount 52420 - Other Supplies51565 - EmJay Automotive Equipment, LLC17-stock productsAccount 52420 - Other SuppliesAccount 52420 - Other Supplies TotalsAccount 52420 - Other SuppliesAtage Side Service & Towing, LLC17-stock productsAccount 52420 - Other Supplies <tr< th=""><th>Date 02/09/2018</th><th>Amount 6.62 620.76 307.61 1,272.72 3,031.81 434.51 434.51 311.37 (19.89) 76.26 56.56 160.68 2,272.00</th></tr<>	Date 02/09/2018	Amount 6.62 620.76 307.61 1,272.72 3,031.81 434.51 434.51 311.37 (19.89) 76.26 56.56 160.68 2,272.00
54411 - Superior Signals, INC17-stock strobes4139 - Temco Machinery, INC (Global Emergency17-#396 window motor, fan control switch and plug6216 - Terminal Supply, INC17-stock led lights6216 - Terminal Supply, INC17-stock6216 - Terminal Supply, INC17-#920/stock6216 - Terminal Supply, INC17-#920/stock622 - Truck Country of Indiana, INC (Stoops17-#4211 service cluster622 - Truck Country of Indiana, INC (Stoops17-#74211 service cluster622 - Truck Country of Indiana, INC (Stoops17-#74211 service cluster622 - Truck Country of Indiana, INC (Stoops17-#732 service and parts for trans issue2096 - West Side Tractor Sales Co.17 - #732 service and parts for trans issue2096 - West Side Tractor Sales Co.17 - #732 service and parts for trans issue2096 - West Side Tractor Sales Co.17 - brUM DOLLY8181 - Lawson Products, INC17 - DRUM DOLLY8181 - Lawson Products, INC17-stock productsAccount 52420 - Other SuppliesStockAccount 52420 - Other SuppliesAccount 52420 - Other Supplies474 - Ken's Westside Service & Towing, LLC17-#948 dpf cleaning4444 - Ken's Westside Service & Towing, LLC17-wing4474 - Ken's Westside Service & Towing, LLC17-wing4474 - Ken's Westside Service & Towing, LLC17-wing4474 - Ken's Westside Service & Towing, LLC		

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		Payment	Invoice
Vendor	Invoice Description	Date	Amount
3560 - First Financial Bank / Credit Cards	17 - title fees for new vehicles	02/09/2018	45.00
3560 - First Financial Bank / Credit Cards	17 - BMV title fees	02/09/2018	30.00
	Account 53990 - Other Services and Charges Totals	2	\$75.00
	Program 170000 - Main Totals	81	\$51,479.30
	Department 17 - Fleet Maintenance Totals	81	\$51,479.30
	Fund 802 - Fleet Maintenance(S9500) Totals	81	\$51,479.30
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Ch			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/26/2018	740.00
17785 - The Howard E. Nyhart Company, INC	12-	01/29/2018	351.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/29/2018	374.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/29/2018	323.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM; City DDC	01/30/2018	95.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/30/2018	101.49
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	01/31/2018	792.35
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/01/2018	263.70
Account 539	90.1271 - Other Services and Charges Section 125 - URM- City Totals	8	\$3,042.47
Account 53990.1272 - Other Services and Ch	arges Section 125 - DDC- City		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM; City DDC	01/30/2018	315.31
Account 53	990.1272 - Other Services and Charges Section 125 - DDC- City Totals	1	\$315.31
Account 53990.1281 - Other Services and Ch	arges Section 125 - URM- Util		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/26/2018	212.62
17785 - The Howard E. Nyhart Company, INC	12-	01/29/2018	37.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/29/2018	83.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/29/2018	2,430.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM; City DDC	01/30/2018	375.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/30/2018	155.99
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	01/31/2018	232.06
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/01/2018	208.96
Account 53	990.1281 - Other Services and Charges Section 125 - URM- Util Totals	8	\$3,736.60
Account 53990.1283 - Other Services and Ch	arges Health Savings Account		
17785 - The Howard E. Nyhart Company, INC	18-HSA EE Contributions for 2018	02/01/2018	16,291.37
Account 539	990.1283 - Other Services and Charges Health Savings Account Totals	1	\$16,291.37
	Program 120000 - Main Totals	18	\$23,385.75



			Payment	Invoice
Vendor	Invoice Description		Date	Amount
	Department 12 - Humar	n Resources Totals	18	\$23,385.75
	Fund 804 - Insurance Volu	untary Trust Totals	18	\$23,385.75
Fund 805 - Unemployment Comp Non-Revertir	ng			
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
204 - State Of Indiana	12 Unemployment for Nov/Dec		02/09/2018	2,309.99
	Account 53990 - Other Services a		1	\$2,309.99
	Program 12	0000 - Main Totals	1	\$2,309.99
	Department 12 - Humar	n Resources Totals	1	\$2,309.99
	Fund 805 - Unemployment Comp Nor	n-Reverting Totals	1	\$2,309.99
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization	า			
Account 54510 - Other Capital Outlays				
20 - Lochmueller Group, INC	13-17th/Dunn Intersection Imprserv. thru 11/30/17		02/09/2018	12,862.20
	Account 54510 - Other Cap	-	1	\$12,862.20
	Program 06016A - 2016 A Signal Mo	odernization Totals	1	\$12,862.20
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Bu	•			
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Multiuse Path ProjInv. date 12/29/17	BC 2017-28	02/09/2018	3,125.00
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Ave Sidepath-Inv date 12/29/17	BC 2017-27	02/09/2018	11,936.00
	Account 54310 - Improvements Other Th	-	2	\$15,061.00
	Program 06016D - 2016 D Mul		2	\$15,061.00
	Department 06 - Contro		3	\$27,923.20
	Fund 978 - City 2016 GO Bor	nd Proceeds Totals	3	\$27,923.20
			266	\$412,112.92

Board of Public Works Claim Register Invoice Date Range 01/24/18 - 01/24/18 Utility + Insurance homium Claims

								-		
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amoun
Fund 101 - General Fund (S0101) Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53210 - Telephone	040500110201	02-PW Divisions-cell	David by Charle #		01/24/2010	01/24/2010	01/24/2010		01/24/2018	
13969 - AT&T Mobility II, LLC	8	phone charges 12/12/17-	Paid by Check # 67258		01/24/2018	01/24/2018	01/24/2018		01/24/2018	120.9
	-			Acco	ount S3210 - T e	elephone Totals	Ir	voice Transaction	ns 1	\$120.9
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-011618	19-CH/Off Site Facilities- elect. summary billing-	Paid by Check # 67274		01/24/2018	01/24/2018	01/24/2018		01/24/2018	3,491.2
		CICC. Suttanday Daming-	0/2/4	Account 535	10 - Electrical	Services Totals	Ir	voice Transaction	ns 1	\$3,491.2
					Program 01000	00 - Main Totais	Ir	voice Transaction	ns 2	\$3,612.1
				Departm	ent 01 - Anima	I Shelter Totals	Ir	voice Transaction	ns 2	\$3,612.1
Department 02 - Public Works										
Program 020000 - Main										
Account 53410 - Liability / Casualty Premiu 1847 - Hylant of Indianapolis, LLC	HYLANT-CITY-	06-City's portion of 2018	Paid by EFT #		01/24/2018	01/24/2018	01/24/2018		01/24/2018	223,947.4
	2018	Insurance Premium	21346				01/2 1/2010		01/24/2010	
			Account 5	3410 - Liabilit	y / Casuaity P	remiums Totals	Ir	voice Transaction	ns 1	\$223,947.4
					Program 02000	00 - Main Totals	Ir	voice Transaction	ns 1	\$223,947.4
				Depart	ment 02 - Publ	ic Works Totals	Ir	voice Transaction	is 1	\$223,947.4
Department 06 - Controller's Office										
Program 060000 - Main Account 52420 - Other Supplies										
5819 - Synchrony Bank	86965164382625	06-Wireless keyboard	Paid by EFT #		01/24/2018	01/24/2018	01/24/2018		01/24/2018	44.8
		replacement - J	21348	Account	52420 - Other	Supplies Totals	Ir	voice Transaction		\$44.8
						00 - Main Totals		voice Transaction		\$44.8
						r's Office Totals		voice Transaction		\$44.80
Department 12 - Human Resources				Department	vo · controne	S Office Totals	1	Noice mansaction	13 L	ş 11 .0
Program 120000 - Main										
Account 53210 - Telephone	HRX01192018	12 coll shows shows	David by Charle #		01/24/2019	01/24/2019	01/24/2010		01/24/2010	22.4
13969 - AT&T Mobility II, LLC	HKX01192018	12-cell phone charges 12/12/17-1/11/18	Paid by Check # 67264		01/24/2018	01/24/2018	01/24/2018		01/24/2018	23.13
				Acco	ount 53210 - Te	elephone Totals	Ir	voice Transaction	is 1	\$23.13
					Program 12000	00 - Main Totals	Ir	voice Transaction	ns 1	\$23.13
				Department	12 - Human R	esources Totals	Ir	voice Transaction	is 1	\$23.13
Department 13 - Planning										
Program 130000 - Main Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	P&TX01192018	13-cell phone charges	Paid by Check #		01/24/2018	01/24/2018	01/24/2018		01/24/2018	325.14
		12/12/17-1/11/18	67263	•						
						elephone Totals		voice Transaction		\$325.14
					-	00 - Main Totals		voice Transaction		\$325.14
				De	epartment 13 -	Planning Totals	Ir	voice Transaction	IS 1	\$325.14
Department 19 - Facilities Maintenance Program 190000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX0119201 8	02-PW Divisions-cell phone charges 12/12/17-	Paid by Check #		01/24/2018	01/24/2018	01/24/2018		01/24/2018	177.38
	0	prione charges 12/12/17	0/250	Acco	ount 53210 - Te	elephone Totals	Ir	voice Transaction	is 1	\$177.38
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-011618	19-CH/Off Site Facilities-			01/24/2018	01/24/2018	01/24/2018		01/24/2018	9,186.81
		elect. summary billing-	67274	Account 535	10 - Electrical	Services Totals	Īr	voice Transaction	is 1	\$9,186.81
						00 - Main Totals		voice Transaction		\$9,364.19
			D			tenance Totals		voice Transaction		\$9,364.19
Department 28 - ITS			-							+1,004.10

Department 28 - II Program 280000 - Main Account 53210 - Telephone



Invoice Date Range 01/24/18 - 01/24/18

13969 - AT&T Mobility II, LLC	ITSX01192018	28-cell phone charges	Paid by Check # 67260	01/24/2018	01/24/2018	01/24/2018	01/24/2018	672.71	
		12/12/17-1/11/18	67200	Account 53210 - Tel	ephone Totals	Invoice Transac	tions 1	\$672.71	
				Program 280000) - Main Totals	Invoice Transac	tions 1	\$672.71	
				Department	28 - ITS Totals	Invoice Transac	tions 1	\$672.71	
				Fund 101 - General Fund (S0101) Totals	Invoice Transac	tions 9	\$237,989.58	
Fund 450 - Local Road and Street(S0706) Department 20 - Street Program 200000 - Main Account 53520 - Street Lights / Traffic Sig	naic								
223 - Duke Energy		20-Traffic Signal summary electric bill-bill	Paid by Check # 67271	01/24/2018	01/24/2018	01/24/2018	01/24/2018	2,881.35	
223 - Duke Energy	STRLGHTSUM011 8	20-Street Light Summary electric bill-bill dte 1/8/18	Paid by Check #	01/24/2018	01/24/2018	01/24/2018	01/24/2018	35,151.45	
	0			3520 - Street Lights / Traffic	Signals Totais	Invoice Transac	tions 2	\$38,032.80	
				Program 200000) - Main Totals	Invoice Transac	tions 2	\$38,032.80	
				Department 20	- Street Totals	Invoice Transac	tions 2	\$38,032.80	
			Fund 4	450 - Local Road and Street((50706) Totals	Invoice Transac	tions 2	\$38,032.80	
Fund 451 - Motor Vehicle Highway(50708 Department 20 - Street Program 200000 - Main Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	PWDIVX0119201 8	02-PW Divisions-cell phone charges 12/12/17-	Paid by Check # 67258	01/24/2018	01/24/2018	01/24/2018	01/24/2018	163.28	
				Account 53210 - Tel	ephone Totals	Invoice Transac	tions 1	\$163.28	
Account 53410 - Liability / Casualty Premi 1847 - Hylant of Indianapolis, LLC	HYLANT-CITY-	06-City's portion of 2018	Paid by FFT #	01/24/2018	01/24/2018	01/24/2018	01/24/2018	48,477.96	
1047 · Hylanic of Indianapolis, LLC	2018	Insurance Premium	21346						
			Account 53	3410 - Liability / Casualty Pr	emiums Totals	Invoice Transac	tions 1	\$48,477.96	
Account 53510 - Electrical Services 223 - Duke Energy	FACSUM-011618	19-CH/Off Site Facilities- elect, summary billing-	Paid by Check # 67274	01/24/2018	01/24/2018	01/24/2018	01/24/2018	237.98	
		elect summary billing-	0/2/4	Account S3510 - Electrical S	Services Totals	Invoice Transac	tions 1	\$237.98	
				Program 20000	D - Main Totals	Invoice Transac	tions 3	\$48,879.22	
				Department 20	- Street Totals	Invoice Transac	tions 3	\$48,879.22	
			Fund 4	51 - Motor Vehicle Highway	(50708) Totals	Invoice Transac	tions 3	\$48,879.22	
Fund 452 - Parking Facilities(\$9502) Department 26 - Parking Program 260000 - Main Account 43160.0012 - Lot/Garage Leases	- Annual Lot #12	Red Lot							
199 - Monroe County Government	010818	06- 2017 Red Lot Refund		01/24/2018	01/24/2018	01/24/2018	01/24/2018	27,185.00	
		per MOU Account 43160	67275 .0012 - Lot/Gara	age Leases - Annual Lot #12	Red Lot Totals	Invoice Transac	tions 1	\$27,185.00 Refund of	of (76) 2017 Tage
Account 53210 - Telephone							-		11101 2011 1982
13969 - AT&T Mobility II, LLC	PKGENFX011920 18	26-Pkg Enf. Officers-cell phone charges-12/12/17		01/24/2018	01/24/2018	01/24/2018	01/24/2018	40.82	
13969 - AT&T Mobility II, LLC	PKGGARX011920 18	26-Pkg Garages-cell phone charges 12/12/17	Paid by Check # - 67262		01/24/2018	01/24/2018	01/24/2018	127.27	
				Account S3210 - Te	lephone Totals	Invoice Transac	tions 2	\$168.09	
Account 53410 - Liability / Casualty Prem 1847 - Hylant of Indianapolis, LLC	HYLANT-CITY-	06-City's portion of 2018 Insurance Premium	Paid by EFT # 21346	01/24/2018	01/24/2018	01/24/2018	01/24/2018	8,103.00	
	2018			3410 - Liability / Casualty Pr	emiums Totals	Invoice Transac	tions 1	\$8,103.00	
Account 53510 - Electrical Services 223 - Duke Energy	FACSUM-011618	19-CH/Off Site Facilities-	Paid by Check #	01/24/2018	01/24/2018	01/24/2018	01/24/2018	6,129.17	
		elect. summary billing-	67274	Account 53510 - Electrical	Services Totals	Invoice Transac	tions 1	\$6,129.17	
				Program 26000		Invoice Transac		\$41,585.26	
				Department 26 -		Invoice Transac		\$41,585.26	
				Fund 452 - Parking Facilities	•	Invoice Transac		\$41,585.26	
Fund 454 - Atternative Transport(\$6301)									

Fund 454 - Alternative Transport(S6301) Department 02 - Public Works

Board of Public Works Claim Register Invoice Date Range 01/24/18 - 01/24/18

Program 020000 - Main Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PKGENFX011920 18	26-Pkg Enf. Officers-cell phone charges-12/12/17-		¢ 01/24/2018	01/24/2018	01/24/2018	01/24/2018	81.64
	10	DIGHE GIBIQES-12/12/17-	0/233	Account 53210 - Te	lephone Totals	Invoice Tran	sactions 1	\$81.64
				Program 02000	0 - Main Totals	Invoice Tran	sactions 1	\$81.64
				Department 02 - Public	c Works Totais	Invoice Tran	sactions 1	\$81.64
			Fund	d 454 - Alternative Transport	(\$6301) Totals	Invoice Tran	sactions 1	\$81.64
Fund 730 - Solid Waste (S6401) Department 16 - Sanitation Program 160000 - Main Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC		02-PW Divisions-cell phone charges 12/12/17-	Paid by Check #	# 01/24/2018	01/24/2018	01/24/2018	01/24/2018	310.24
	8	phone charges 12/12/17-	0/250	Account 53210 - Te	lephone Totals	Invoice Tran	sactions 1	\$310.24
Account 53410 - Liability / Casualty Premiu	ims							
1847 - Hylant of Indianapolis, LLC	HYLANT-CITY-	06-City's portion of 2018		01/24/2018	01/24/2018	01/24/2018	01/24/2018	23,005.40
	2018	Insurance Premium	21346 Account 5	3410 - Liability / Casualty Pr	emiums Totals	Invoice Tran	sactions 1	\$23,005.40
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-011618	19-CH/Off Site Facilities-	Paid by Check # 67274	# 01/24/2018	01/24/2018	01/24/2018	01/24/2018	289.67
		elect. summary billing-	0/2/4	Account 53510 - Electrical S	Services Totals	Invoice Tran	sactions 1	\$289.67
				Program 16000	0 - Main Totals	Invoice Tran	sactions 3	\$23,605.31
				Department 16 - Sa	nitation Totals	Invoice Tran	sactions 3	\$23,605.31
				Fund 730 - Solid Waste	(S6401) Totals	Invoice Tran	sactions 3	\$23,605.31
Fund 800 - Risk Management(S0203) Department 10 - Legal Program 100000 - Main Account 53410 - Liability / Casualty Premiu 1847 - Hylant of Indianapolis, LLC	i ms Hylant-city- 2018	06-City's portion of 2018 Insurance Premium	21346	01/24/2018 5 3410 - Liability / Casualty Pr	01/24/2018	01/24/2018 Invoice Tran	01/24/2018	8,334.02 \$8,334.02
			Account 3	Program 10000		Invoice Tran	-	\$8,334.02
				-) - Legal Totals	Invoice Tran		\$8,334.02
				Fund 800 - Risk Management	-	Invoice Tran		\$8,334.02
Fund 802 - Fleet Maintenance(S9500) Department 17 - Fleet Maintenance Program 170000 - Main Account 53210 - Telephone					(40,00 HOL
13969 - AT&T Mobility II, LLC		02-PW Divisions-cell	Paid by Check #	# 01/24/2018	01/24/2018	01/24/2018	01/24/2018	40.46
	8	phone charges 12/12/17	0/230	Account 53210 - Te	lephone Totals	Invoice Tran	sactions 1	\$40.46
Account 53410 - Liability / Casualty Premin 1847 - Hylant of Indianapolis, LLC	ums HYLANT-CITY- 2018	06-City's portion of 2018 Insurance Premium	Paid by EFT # 21346	01/24/2018	01/24/2018	01/24/2018	01/24/2018	4,520.12
				53410 - Liability / Casualty Pr	emiums Totals	Invoice Tran	sactions 1	\$4,520.12
Account 53510 - Electrical Services 223 - Duke Energy	FACSUM-011618	19-CH/Off Site Facilities- elect, summary billing-	Paid by Check # 67274	# 01/24/2018	01/24/2018	01/24/2018	01/24/2018	857.46
		ciect sounder oning.	0/2/7	Account 53510 - Electrical	Services Totals	Invoice Tran	sactions 1	\$857.46
				Program 17000	0 - Main Totals	Invoice Tran	sactions 3	\$5,418.04
				Department 17 - Fleet Main	tenance Totals	Invoice Tran	sactions 3	\$5,418.04
				Fund 802 - Fleet Maintenance	(\$9500) Totals	Invoice Tran	sactions 3	\$5,418.04
					Grand Totals	Invoice Tran	sactions 29	\$403,925.87

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Bank					
Date:	Type of Claim	FUND	Description	Transfer	Amount	
12/29/2017	EFT	804	FLEX	1/2/2018	743.98	
12/30/2017	EFT	804	FLEX	1/2/2018	720.71	
12/31/2017	EFT	804	FLEX	1/2/2018	43.98	
1/1/2018	EFT	804	FLEX	1/2/2018	1,084.48	
1/2/2018	EFT	804	FLEX/DDC	1/2/2018	50.00	
1/3/2018	EFT	804	FLEX	1/4/2018	187.8	
1/4/2018	EFT	804	FLEX	1/5/2018	535.4	
1/4/2018	EFT	801	H.S.A. ER	1/2/2018	351,300.00	
1/5/2018	EFT	804	FLEX	1/8/2018	137.88	
1/5/2018	EFT	801	H.S.A. EE	1/4/2018	16,250.9	
1/6/2018	EFT	804	FLEX	1/8/2018	832.2	
1/7/2018	EFT	804	FLEX	1/8/2018	76.5	
1/8/2018	EFT	804	FLEX	1/9/2018	241.99	
1/9/2018	EFT	804	FLEX/DDC	1/9/2018	4,117.2	
1/10/2018	EFT	804	FLEX	1/11/2018	469.9	
1/9/2018	EFT	804	FLEX	1/11/2018	837.0	
1/17/2018	EFT	801	IACT	1/18/2018	770,829.83	
1/17/2018	EFT	804	CIGNA	1/18/2018	28,663.4	
9 1/16/2018	EFT	804	FLEX	1/17/2018	96.5	
1/11/2018	EFT	804	FLEX	1/17/2018	402.8	
1/12/2018	EFT	804	FLEX	1/17/2018	328.7	
1/13/2018	EFT	804	FLEX	1/17/2018	112.9	
1/15/2018	EFT	804	FLEX	1/17/2018	195.3	
1/16/2018	EFT	804	FLEX	1/17/2018	67.9	
1/17/2018	EFT	804	FLEX	1/18/2017	2,305.0	
1/16/2018	EFT	804	FLEX	1/19/2018	186.6	
1/19/2018	EFT	801	H.S.A. EE	1/19/2018	18,276.3	
1/19/2018	EFT	804	FLEX	1/22/2018	632.69	
1/20/2018	EFT	804	FLEX	1/22/2018	527.00	
1/21/2018	EFT	804	FLEX	1/22/2018	80.06	
1/22/2018	EFT	801	Gym/Massage	1/22/2018	28,063.6	
1/22/2018	EFT	804	FLEX	1/23/2018	133.5	
1/22/2018	EFT	801	H.S.A. ER	1/23/2018	1,624.0	
1/23/2018	EFT	804	FLEX	1/24/2018	1,149.2	
1/24/2018	EFT	804	FLEX	1/28/2018	316.7	
1/25/2018	EFT	804	FLEX	1/26/2018	952.6	
1/26/2018	EFT	801	H.S.A. ER	1/26/2018	256.8	
1/26/2018	EFT	804	FLEX	1/29/2018	2,753.9	
1/27/2018	EFT	804	FLEX	1/29/2018	458.9	
1/26/2018	EFT	804	FLEX	1/29/2018	388.9	
1/30/2018	EFT	804	FLEX	1/31/2018	232.0	
1/31/2018	EFT	801	CIGNA	2/1/2018	38,895.3	
3	EFT	804	FLEX			
,	EFT	804	FLEX			
	EFT	804	FLEX			
3	EFT	804	FLEX			
	EFT	804	FLEX			
		801	H.S.A. EE			
3	EFT					
	EFT	804	FLEX			
)	EFT	800	Workers Comp			
	EFT	804	FLEX			
2	EFT	804	FLEX			

Beak

ALLOWANCE OF CLAIMS

\$ 1,271,139.36

Dated this _____ day of _____ year of 20____.

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I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have sudited same in accordance with IC 5-11-10-1.8.

Fiscal Office

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
	Bank Fees				
2/9/2018	Claims				412,112.92
1/24/2018	Sp Utility Cks				403,925.87
	Woodlawn Ave				
2/9/2018	Month Of January HSA/	NorkComp/MT & G	ym/CIGNA		1,271,139.36
	-	-	-		2,087,178.15
			OF CLAIMS		
Ne have exa	mined the claims listed on the	foregoing register o	of claims, consisting of		
	xcept for the claims not allow			nereby allowed in the	
otal amount			•		
		:			

Dated this _____ day of _____ year of 20____.

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

Fiscal Office_____