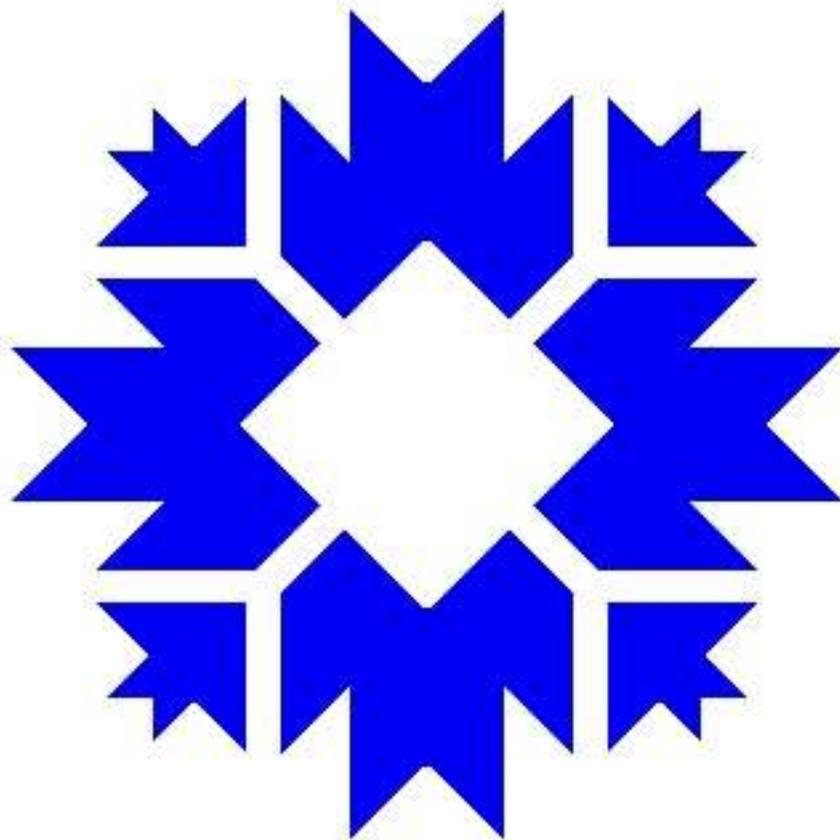


Board of Public Works Meeting

August 21, 2018



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, August 21, 2018 at 5:30 p.m., in the Utilities Service Center Board Room at 600 E. Miller Drive, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. HEARING ON EXCESSIVE GROWTH APPEAL**
 1. Appeal Excessive Growth Citation #41123 at 408 S. Mitchell Street
- IV. TITLE VI ENFORMCEMENT**
 1. Permission to Abate Property at 2611 E. Roundhill Lane
- V. CONSENT AGENDA**
 1. Approval of Minutes-July 24, 2018 & August 7, 2018
 2. Resolution 2018-89: Use of Public Parking Spaces for the Garlic and Art Festival (Saturday, 9/1 – Sunday, 9/2)
 3. Resolution 2018-90: Use of Public Property for the Alzheimer’s Walk (Sunday, 9/16)
 4. Approval of Payroll
- VI. NEW BUSINESS**
 1. Resolution 2018-91: Allow Green Camino to Collect Composting Materials from Residences on Routes within City Limits Served by the City Sanitation Division
 2. Approve Amendment #1 to Preliminary Engineering Services Agreement with AZTEC Engineering Group, Inc. for 17th St Reconstruction Project
 3. Request from City of Bloomington Utilities for a Temporary Lane Closure on W. Arlington Rd Between W. 17th St and N. Prow Rd (9/1/18 – 1/1/19)
 4. Request from Gilliatte Contractors for a Temporary Lane Closure W. Tapp Rd Between S. Adams St and S. Kegg Rd (9/1 - 10/1)
 5. Request from Strauser Construction for Use of Right of Way During Construction at 201 S. College Ave (8/27/18 - 5/1/19)
 6. Request from Jeff Arthur to Accept Public Improvements with Woolery Woods, Section II Subdivision into City’s Street Inventory
 7. Approve Design Services Agreement with Eagle Ridge Civil Engineering for the Downtown Curb Ramps, Phase 2 Project
 8. Resolution 2018-92: Acceptance of Engineering Design Standards and Construction Specifications
 9. Approve Change Order #1 to Emergency Shoring Services Agreement with Glenroy Construction at the 4th St Garage
 10. Approve Addendum #1 to the Structural Condition Assessments and Repair Recommendations of Parking Garages Agreement with CE Solutions, Inc
 11. Approve Fencing Installation Services Agreement with Ann-Kriss LLC at the Morton St Garage
 12. Approve Stairwell Painting Services Agreement with Ann-Kriss LLC at the Morton St Garage
 13. Approve Stairwell Landing Repair Services Agreement with Ann-Kriss LLC at the Morton St Garage
 14. Approve Sidewalk Trip Hazard Elimination Services Agreement with Precision Concrete, Inc.
 15. Resolution 2018-93: Approve Special Determination and Authorize Staff to Purchase 2014 Milling Machine from Southeastern Equipment Co., Inc.

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. ADJOURNMENT

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

**Appeal of Excessive Growth Fine
Ticket #41123**

Appellant Information:

June Young Kim & Jon Wasserman
408 S. Mitchell St.,
Bloomington, IN 47401
Date Appealed: 8/13/2018

Citation Information:

Issued: 8/10/2018
By: Kenneth Liford
Place: 408 S. Mitchell St., Bloomington, IN
For: Excessive growth

Compliance Officer Description:

On July 25, 2018, Compliance Officer Kenny Liford inspected the property and personally observed that weeds and grass had grown to a height in excess of eight inches in violation of BMC 6.06.050. Officer Liford issued a fine of \$50.00 at that time (which is not being appealed). On August 10, 2018, Officer Liford personally observed that while some of the lawn had been mowed, there were still stands of weeds and grass growing around the property in excess of eight inches in violation of BMC 6.06.050. Officer Liford issued a \$100.00 fine under ticket number 41123. The Ticket was delivered by first class mail to the owner and also left in a conspicuous place on the property where the violation occurred.

Attachments:

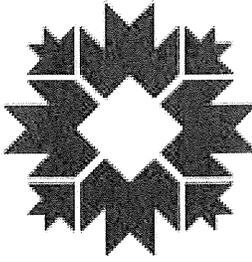
1. Notice of Violation issued 8-10-2018.
2. Appellant's Appeal of Excessive Growth
3. Photographs of the overgrowth.

Discussion:

1. Compliance Officer Liford issued a ticket on 7/25/2018 and subsequent ticket in the amount of \$100.00 on 8/10/2018 because the grass and weeds were in excess of eight inches.
2. Pursuant to BMC § 6.06.050 "it is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches... ."
3. Pursuant to BMC § 6.06.070, persons with any possessory interest in the property may be held responsible for excessive growth. The Appellants herein have a possessory interest in the property as they list 408 S. Mitchell Street as their rental address.
4. The Board would be establishing a bad precedent, rendering BMC § 6.06.050 unenforceable if it were to set aside this Notice of Violation.
5. The citation should be upheld as having been properly issued.

Staff Recommendation:

The Board should uphold the citation and deny the Appeal.



Appeal of Excessive Growth Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Excessive Growth citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Jane Young Kim, Jon Wasserman Phone Number 781-370-8822

Citation Number: 40943 41123 Date on Excessive Growth Citation: 8/10

(Located in the top right hand corner of the citation)

Local Address:
408 S Mitchell St
47401

Permanent Address:
408 S Mitchell St
47401

Today's Date: 8/13/2018

Reason for Appeal: we received a warning notice about two weeks before for overgrowth and we mowed the lawn the day after. But we were still fined \$50 and \$100 stating that we need to "cut all grass and clean up property."
we think that it's unfair to charge us the fines when there has been no proper explanation as to what "all grass" means, ~~and if there is~~ especially. It would have been fair if we had received another warning with a specific explanation of ~~what was required~~ what was required.
we are college students and it's our 1st year living on the property and in an off-campus housing.
(You may continue on another page if necessary) we mowed the lawn and thought we had fulfilled the requirement, because we are all new to this and didn't know where else we had to take care of.
On this day, I submitted my completed appeal of Excessive Growth citation and received the date of _____
When the Board of Public Works will consider my appeal.

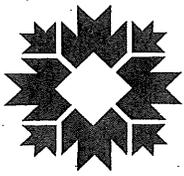
Signature [Handwritten Signature]

Date 8/13/2018

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____



Notice of Violation

**Housing & Neighborhood
Development Department (HAND)**
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 8-10-18 Time 9:50 Address/location 408 S. Mitchell st. 47401

Issued by: 208

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: **\$15.00** Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 41123

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass and clean up property.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Selman Alani
 Address 424 S. Meadowbrook Ave
 City Bloomington State IN.
 Zip Code 47401

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: / Agent: _____

City of Bloomington's Board of Public Works
Decision on Appeal of Excessive Growth
NOV #41123

On August 10, 2018, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued a Notice of Violation #41123, for the property located at 408 S. Mitchell St., Bloomington, IN. June Young Kim and Jon Wasserman timely appealed Notice of Violation #41123 to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding Notice of Violation #41123, on Tuesday, August 21, 2018. The Board of Public Works finds as follows:

1. Notice of Violation #41123 was properly served by first class mail upon the owner and also by leaving a copy at the property upon which the violation occurred.
2. Appellants have a possessory interest in the real estate located at 408 S. Mitchell, Bloomington, IN 47401 (the "Property") in that they rent said Property.
3. On August 10, 2018, City of Bloomington Neighborhood Compliance Officer Kenny Liford did personally observe weeds and grass growing on the Property at a height greater than eight inches.
4. Photographs taken by Office Liford corroborate his statements.

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

Upholds the Following Notices of Violation: _____.

voids the Following Notices of Violation: _____.

So ordered this 21st day of August, 2018.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington





Staff Report

To: Board of Public Works
From: Christopher J. Wheeler, Assistant City Attorney
Date: August 8, 2018
Re: Request For Order to Abate 2611 E. Roundhill Ln., Bloomington, IN 47401

Attachments:

1. Notice of Request to Abate
2. Notice of Violation Issued August 8, 2018
3. Photographs of the property
4. Notice of Request to Abate

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On August 8, 2018, Neighborhood Compliance Officer John Hewett inspected the property located at 3807 E. 3rd St., Bloomington, IN (Hereinafter the “Property”) and issued Notice of Violation #41071 (Hereinafter the “NOV”) to Alex Gul because the Property is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
3. The violation has not been corrected and the NOV was not appealed.
4. The NOV and Notice of Request to Abate were noticed to Mr. Gul in accordance with BMC 6.06.070(b) and BMC 6.06.080(b).
5. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains in a continued state of excessive growth. Grass throughout the entire property is in excess of eight inches. Weeds such as honeysuckle plant, callery pear and euonymous plants are present throughout the property. Poison Ivy is present on the property. Vermin may take refuge and nest in the excessive growth, all of which is a public nuisance. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050.



Notice of Violation

**Housing & Neighborhood
Development Department (HAND)**
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 8/8/18 Time 1:54 Address/location 2611 ROUNDHILL

Issued by: 229

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 41071

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: GRASS OVER 8" TALL, HONKY SUCKLE PLANTS, CALLERY PEAR, EUPONYMUS PLANTS
REMOVE RAGWEED PLANTS THAT CREATE A DETRIMENT TO PUBLIC HEALTH + NUISANCE

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name ALEXANDER GUL
Address 2611 E ROUNDHILL LN.
City BLOTN State IN
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: X 8-21-18

Mail Copies To: Resident: _____ Owner: X Agent: _____

City of Bloomington's Board of Public Works
Decision on Request for Abatement of NOV
#41071 (excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violation 41071 (Hereinafter referred to as the "NOV"). Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 21, 2018.

The Board of Public Works now finds as follows:

1. Mr. Alex Gul is the owner of the real estate located at 2611 E. Roundhill Ln., Bloomington, IN 47401 (the "Property").
2. On August 8, 2018, City of Bloomington Neighborhood Compliance Officer John Hewett personally observed weeds and grass growing on the Property at a height greater than eight inches and overgrown, and issued the NOV to Mr. Alex Gul in accordance with BMC 6.06.070(b).
3. No appeal was taken on this NOV.
4. The violation(s) cited in the NOV has not been remedied.
5. Notice of Abatement was issued and Mr. Gul notified in accordance with BMC 6.06.080(b).

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

1. That the Property shall be abated in accordance with Bloomington Municipal Code 6.06.
2. The abatement shall be continuous.

voids the Following Notices of Violation: _____.

So ordered this 21st day of August, 2018.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

ORDER OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at 2611 E. Roundhill Lane, Bloomington, Indiana, under parcel number 53-08-10-403-002.000-009 and whose legal description is 015-11230-00 SPICEWOOD SEC 1 LOT 36.

This Order of Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the above-described property in order to bring said property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the above-described property to reduce the weeds, grass or noxious plants present on said property to a height of below eight inches.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

SO ORDERED THIS 21st DAY OF AUGUST, 2018.

Kyla Cox Deckard, President of the Board



























Notice of Violation

Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
411 N. Marine Street
Bloomington, IN 47402
www.bloomington.in.gov/hand

Date: 8/10/16 Time: 1:56 Address location: 261 RANDMILL

Issued by: 279

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket#

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$150.00 per 300¢ (3.00.0005)

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, other public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket#

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$100.00, \$100.00, or \$150.00 per 300¢ (3.00.0700)

BMC 6.06.030 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket#

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100.00, or \$150.00 per 300¢ (3.00.0700)

Comments: GRASS 8" TALL, HERBICIDES PLANTS, POLYCARBONATE PLANTS, PLASTIC PLANTS
REMOVE PLANTS THAT CREATE A DETERMINED TO PLANT NURSERIES

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be collected by the Monroe County Circuit Courts.
2. Fines shall not attach to non-permanent residential (rental property) until a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time and terms shall be held responsible for fines due. A non-permanent residential rental property owner is the owner of record, but one that is not a resident of real property. Property owners shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property if the City has the authority to bring the property into compliance itself or the City may hire a private third party contractor to bring the property into compliance and/or arranging same associated with clean up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or her designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated costs.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name _____
 Address _____
 City _____ State _____
 Zip Code _____

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

Mail Copies To: Resident _____ Owner _____ Agent _____

BPN _____

The Board of Public Works meeting was held on Tuesday, July 24, at 5:32 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Mike Arnold – Housing & Neighborhood Development
Adam Wason – Public Works
Christina Smith – Public Works
Jackie Moore – City Legal
Elizabeth Carter – Planning & Transportation
Russell White – Planning & Transportation

Beth Hollingsworth commended on the hard work of all of the construction workers throughout the community.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes –July 10, 2018
2. Resolution 2018-76: Use of Public Street for Banneker Community Center Block Party (Friday, 7/27)
3. Resolution 2018-77: Use of Public Street for First United Methodist Church Annual Picnic (Saturday, 9/8-Sunday, 9/9)
4. Resolution 2018-78: Use of Public Street for Japanese Summer Event Festival Block Party (Sunday, 8/25)
5. Resolution 2018-81: Use of Public Street and Sidewalk for Second Baptist Church Annual Picnic (Saturday, 8/18)
6. Request for Noise Permit from Parks and Recreation for Additional Events in 2018 (7/20-9/21)
7. Approval of Payroll Register in the amount of \$406, 984.35.

CONSENT AGENDA

Hollingsworth made a motion to approve the Consent Agenda, Palazzo seconded. Motion passed. Consent agenda approved.

NEW BUSINESS

Mike Arnold, Housing & Neighborhood Development, presented Resolution 2018-79: Uphold Order to Seal Structure at 1702 W. 8th Street. See meeting packet for further details.

**Resolution 2018-79:
Uphold Order to Seal
Structure at 1702 W. 8th
Street**

Palazzo made a motion to approve Resolution 2018-79: Uphold Order to Seal Structure at 1702 W. 8th Street. Hollingsworth seconded. Motion passed. Resolution 2018-79 approved.

Mike Arnold, Housing & Neighborhood Development, presented Resolution 2018-80: Uphold Order to Seal Structure at 1016 W. Kirkwood Avenue. See meeting packet for further details.

**Resolution 2018-80:
Uphold Order to Seal
Structure at 1016 W.
Kirkwood Avenue**

Hollingsworth made a motion to approve Resolution 2018-80: Uphold Order to Seal Structure at 1016 W. Kirkwood Avenue. Palazzo seconded. Motion passed. Resolution 2018-80 approved.

Russell White, Planning & Transportation, presented Change Orders #3-#6 with Groomer Construction for the Rockport Road Sidewalk Project. See meeting packet for further details.

**Approve Change Orders
#3-#6 with Groomer
Construction for the
Rockport Road Sidewalk
Project**

Palazzo made a motion to approve Change Orders #3-#6 with Groomer Construction for the Rockport Road Sidewalk Project. Hollingsworth seconded. Motion passed. Change Orders #3-#6 approved.

Liz Carter, Planning & Transportation, presented Request for Use of Public Right of Way in Excess of 14 Days for Building Maintenance from Sarge Property Management at 100 E. Kirkwood Avenue. See meeting packet for further details.

**Request from Sarge
Property Management
for use of ROW for
Building Maintenance at
100 E. Kirkwood Avenue**

Cox Deckard inquired if there were protections in place for any damage to the sidewalk from the scaffolding. Tara White, Sarge Properties, stated that the contractor's insurance would cover any damage.

Hollingsworth made a motion to approve Request for Use of Public Right of Way in Excess of 14 Days for Building Maintenance from Sarge Property Management at 100 E. Kirkwood Avenue. Palazzo seconded. Motion passed. Request approved.

Virgil Sauder, Animal Care and Control, presented Change Order #6 with Neidigh Construction for Animal Shelter Construction and Renovation Project. See meeting packet for further details.

**Approve Change Order
#6 with Neidigh
Construction for Animal
Shelter Construction and
Renovation Project.**

Hollingsworth made a motion to approve Change Order #6 with Neidigh Construction for Animal Shelter Construction and

Renovation Project. Palazzo seconded. Motion passed. Change Order #6 approved.

Christina Smith, Public Works, presented Award Untreated Salt to Compass Minerals America Inc. and Treated Salt to Cargill, Inc. See meeting packer for further details.

Palazzo Hollingsworth made a motion to Award Untreated Salt for \$87.50 per ton to Compass Minerals America Inc. and Treated Salt for \$94.41 per ton to Cargill, Inc. Hollingsworth seconded. Motion passed. Contracts approved.

Award Untreated Salt to Compass Minerals America Inc. and Treated Salt to Cargill, Inc.

Hollingsworth moved to approve the Claims Register for 6/30/18 to 7/13/18 in the amount of \$1,417,178.85. Cox Deckard seconded. Motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:27 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

The Board of Public Works meeting was held on Tuesday, August 7, at 5:31 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Jo Stong– Housing & Neighborhood Development
Adam Wason – Public Works
Christina Smith – Public Works
Jackie Moore – City Legal
Sean Starowitz-Economic & Sustainable Development
Liz Carter-Planning & Transportation
Neil Kopper-Planning & Transportation
Dan Backler-Planning & Transportation

Hollingsworth thanked everyone for being so patient during the Grimes Street and Walnut Street Project.

**MESSAGES FROM
BOARD MEMBERS**

Cox Deckard mentioned that student move in activates will start Sunday, August 12th and last until Wednesday, August 15th.

None

**PETITIONS &
REMONSTRANCES**

**TITLE VI
ENFORCEMENT**

Jo Stong, Housing & Neighborhood Development, presented Permission to Abate Property at 1426 W. 15th Street. See meeting packet for further details.

**Abate Property at 1426
W. 15th Street**

Hollingsworth asked if there had been any response from the property owner and if a portion of the yard had been mowed. Stong stated that there has not been any response from the property owner and that only a few feet in front of the property had been mowed.

Hollingsworth made a motion to Abate Property at 1426 W. 15th Street. Palazzo seconded. Motion passed. Abatement approved.

1. Approval of Minutes –No Minutes
2. Resolution 2018-82: Use of Public Street for Blue Ridge Neighborhood Block Party (Sunday, 9/9)
3. Resolution 2018-83: Use of Public Streets for Lotus World Music & Arts Festival (Thursday, 9/27-Sunday, 9/30)
4. Resolution 2018-84: Allow Pushcart Vendor to Operate in the Public Right of Way (Sober Joe Coffee)
5. Resolution 2018-85: Declare Personal Property Owned by the City of Bloomington Information Technology Services as Surplus
6. Request for Noise Permit for Church in the Park at Bryan Park North Shelter House (Saturday, 9/8)
7. Request for Noise Permit for Harmony School Extravaganza (Saturday, 9/22)
8. Request from Gilliatte General Contractors to Use Public Right of Way for Public Improvements at W. 3rd St. & Patterson Dr.
9. Approval of Payroll Register in the amount of \$398,896.54

Palazzo made a motion to approve the Consent Agenda, Hollingsworth seconded. Motion passed. Consent Agenda approved.

CONSENT AGENDA

NEW BUSINESS

Sean Starowitz, Economic & Sustainable Development, presented Resolution 2018-87: Use of Public Street and Alleyway for WFHB 25th Anniversary Street Party (Saturday, 9/15-Sunday, 9/16). See meeting packet for further details.

Jar Turner, WFHB General Manager, stated that they are celebrating their 25th anniversary and are very fortunate to made it this far. He also stated that WFHB wanted to create a signature event to give back to the community for their support.

Palazzo made a motion to approve Resolution 2018-87: Use of Public Street and Alleyway for WFHB 25th Anniversary Street Party (Saturday, 9/15-Sunday, 9/16). Hollingsworth seconded. Motion passed. Resolution 2018-87 approved.

Liz Carter, Planning & Transportation, presented Request from Omega Properties for Use Public Right of Way During Installation of Grease Interceptor at 254 N. Walnut Street. See meeting packet for further details.

Resolution 2018-87: Use of Public Street and Alleyway for WFHB 25th Anniversary Street Party (Saturday, 9/15-Sunday, 9/16)

Request from Omega Properties to Use Public Right of Way During Installation of Grease

Hollingsworth made a motion to approve Request from Omega Properties to Use Public Right of Way During Installation of Grease Interceptor at 254 N. Walnut Street. Palazzo seconded. Motion passed. Request approved.

**Interceptor at 254 N.
Walnut Street**

Dan Backler, Planning & Transportation, presented Request from Harrell-Fish Incorporated to Use Public Right of Way During Installation of Grease Interceptor at 300 E. 3rd Street. See meeting packet for further details.

**Request from Harrell-
Fish Incorporated to Use
Public Right of Way
During Installation of
Grease Interceptor at 300
E. 3rd Street**

Hollingsworth asked if they will be working overnight or during the day. Dylan Christenberry, Harrell-Fish Incorporated responded no there will be no night work.

Cox Deckard stated that the lane restriction on W. 3rd Street was discussed during the work session and it appeared that the work will be done early in the project and then opened back up. Christenberry responded that the lane restriction on 3rd St will be in effect from Wednesday, August 8th through the Friday, August 10th and then opened back up in the evenings for the duration of the project.

Hollingsworth asked work will continue through the weekends. Christenberry stated that no work will be during the weekend.

Palazzo asked staff if the Bloomington Police Department (BPD) responded about the lane restriction on S. Lincoln Street. Wason stated that he had spoken to Scott Oldham this morning about it, and as long as there is an open lane of traffic for them then they are fine with the restriction.

Palazzo made a motion to approve Request from Harrell-Fish Incorporated to Use Public Right of Way During Installation of Grease Interceptor at 300 E. 3rd Street. Hollingsworth seconded Motion passed. Request approved.

Neil Kopper, Planning & Transportation, presented Agreement for Consulting Services with Crawford, Murphy, & Tilly, Inc. for Moores Pike at Clarizz Pedestrian Crossing Project. See meeting packet for further details.

**Approve Agreement for
Consulting Services with
Crawford, Murphy, &
Tilly, Inc. for the Moores
Pike at Clarizz
Pedestrian Crossing
Project**

Hollingsworth asked when construction will start. Kopper responded that construction will start either late this year or early next year.

Hollingsworth made a motion to approve Agreement for Consulting Services with Crawford, Murphy, & Tilly, Inc. for Moores Pike at Clarizz Pedestrian Crossing Project. Palazzo seconded. Motion passed. Agreement approved.

Dan Backler, Planning & Transportation, presented Final Plat Approval for Summit Woods Phase 2, Section 2. See meeting packer for further details.

**Final Plat Approval for
Summit Woods Phase 2,
Section 2**

Steve Brehob, Smith Brehob & Associates, Inc, thanked Dan Backler for the great job that he does and all of his coordination efforts to get this item on the agenda.

Palazzo made a motion to approve Final Plat Approval for Summit Woods Phase 2, Section 2. Hollingsworth seconded. Motion passed. Plat approved.

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

**STAFF REPORTS &
OTHER BUSINESS**

- Read the following Outdoor Seating Permits into the record:
 - Permit #18-009 for Crumble Coffee & Bakery at 532 N. College Avenue
 - Permit #18-010 for Function Brewing at 108 E. 6th Street
- Recognized all of the great coordination efforts between City of Bloomington Utilities, Public Works and the contractor on the Walnut & Grimes Project.
- Public Works is in ongoing negotiations with Republic Services about what recycling will look like in the future. It's likely that the City will see costs for recycling processing, but will have some better information to share in the upcoming weeks.
- Reminded the general public that there are some very important things that they can do to help lower the overall costs of recycling such as placing clean and acceptable materials in their recycling carts.
- Announced that Street Division is proceeding with 2018 Paving List and the Animal Shelter is a little bit overwhelmed with animals. If anyone is looking for their forever friend, now is the time to stop by the Animal Shelter.
- Stated that no final decisions have been made about the 4th Street Parking Garage. The City is looking to move forward to some project management assistance, design and demolition expertise with parking facility. Also, the City will be working on a full communications plan over the next several weeks to ensure that the general public and users of that garage are well informed of what may take place in the future.

Hollingsworth moved to approve the Claims Register for 7/30/18 to 8/10/18 in the amount of \$1,315,725.23. Palazzo seconded. Motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:02 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Noise Permit and Reserved Parking for Garlic and Art Fest at Waldron, Hill & Buskirk Park

Petitioner/Representative: Dave Cox

Staff Representative: Sean Starowitz

Meeting Date: August 21, 2018

Garlic and Art Fest is producing an art and food fair in Waldron, Hill and Buskirk Park. They have requested a noise permit from noon until 10:00 p.m. on Saturday, September 1st and Sunday, September 2nd so that amplified music may be played. Their reservation of Waldron, Hill and Buskirk Park has been approved by Bloomington Parks & Recreation Department.

They also request to reserve 8 parking spaces on Lincoln Street adjacent to the Park for food vendors. The spaces would be reserved from August 31st at 6:00 p.m. until noon, Monday September 3, 2018.

A Noise Permit application has been submitted with their application.

Recommend **Approval** **Denial** by **Sean Starowitz**

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-89**

GARLIC AND ART FESTIVAL

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, the Garlic and Art Festival is desirous of using eight (8) parking spaces on the west side of Lincoln Street nearest to the northeast corner of Waldron, Hill and Buskirk Park starting from 6 p.m. on Friday, August 31 through Saturday, September 1 and Sunday, September 2, 2018 until 10 p.m. in conjunction with a food, music and art Special Event to be held at Waldron, Hill and Buskirk Park; and,

WHEREAS, the Garlic and Art Festival 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 approves the event herein described, subject to the following conditions:

1. The City declares that the Garlic and Art Festival may reserve eight (8) parking spaces on the west side of Lincoln Street nearest to the northeast corner of Waldron, Hill and Buskirk Park from 6 p.m. on Friday, August 31 through Saturday, September 1 and Sunday, September 2, 2018 until 10 p.m. as part of a special event for the general public.
2. Garlic and Art Festival shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
3. Garlic and Art Festival will be responsible for removing all trash, picking up litter and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by noon on September 3, 2018.
4. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
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 the event.
6. Garlic and Art Festival shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Garlic and Art Festival, 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

Resolution 2018-89

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.

8. _____, 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 _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

GARLIC AND ART FESTIVAL:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position



CITY OF BLOOMINGTON

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 Information

Contact Name:	P. David Cox		
Contact Phone:		Mobile Phone:	812-325-9415
Title/Position:	Exec Dir. Garlic Fest		
Organization:	Blount County Garlic Fest & Community Arts Fair		
Address:	1008 S. Madison St		
City, State, Zip:	Blount Co IN 47403		
Contact E-Mail Address:	PDLCOX@AOL.com		
Organization E-Mail and URL:	SMR		
Org Phone No:	SMR	Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	iU Tech		
Address:	300 Daniels Way		
City, State, Zip:	Blount Co IN 47404		
Contact E-Mail Address:	Tina Phelps tphelps@iutah.edu		
Phone Number:	812-330-6001	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:	



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	1st & 2 of Sept 2018	
Time of Event:	Date: 1 Sept 18	Start: 0600 AM Date: 2 Sept 18 End: 10:00 PM
Setup/Teardown time Needed	Date: 31 Aug	Start: 0600 AM Date: 3 Sept End: 12:00 PM
Calendar Day of Week:	Sat & Sun	
Description of Event:	Gaelic Festival free to the public Food local Music local & local affiliated Musicians 20-30 local street kid education zone	
Expected Number of Participants:	2000	Expected # of vehicles (Use of Parking Spaces to close): 8

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> 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)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	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*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • 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
<input type="checkbox"/>	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)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	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.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	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

<input type="checkbox"/> NA	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 <ul style="list-style-type: none"> • 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
<input type="checkbox"/> NA	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)
<input checked="" type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/> NA	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8. CHECKLIST



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

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) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Gaulic Fest & Community Art Fair		
Location of Event:	331 S Washington		
Date of Event:	Sept 2nd 2018	Time of Event:	Start: Noon Sat
Calendar Day of Week:	Sat & Sunday		End: 10:00pm Sunday
Description of Event:	Free to the Public Music & Art Fair featuring local artists & Musicians		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	Matthew H. Wood Capital Campaign

Applicant Information

Name:	P. David Cox	Title:	Exec Director
Organization:	Gaulic Fest		
Physical Address:	1008 S. Madison		
Email Address:	pdcoxx@AOL.com	Phone Number:	812.325.9415
Signature:		Date:	

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 M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	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		

RECYCLE PLAN

UP TO A DOZEN RECYCLE BINS
DISTRIBUTED THROUGHOUT THE PARK
IN STRATEGIC LOCATIONS.

ROLL OFF CONTAINER WILL BE LOCATED
BEHIND THE STAGE.

ONGOING TRAINING & EDUCATION OF
VOLUNTEERS & OTHER PARTICIPANTS

SIGNAGE AS IS APPROPRIATE

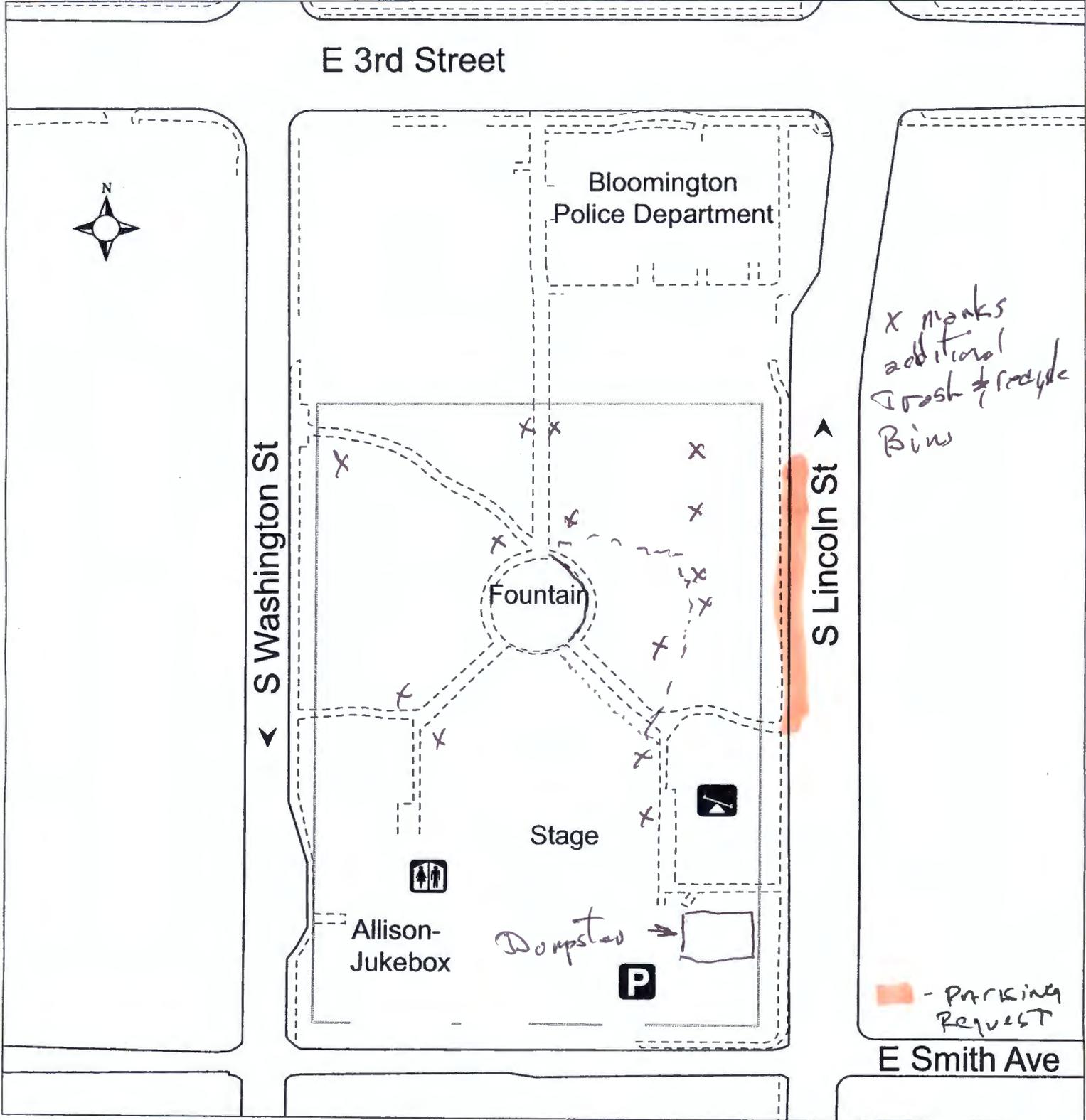


CITY OF BLOOMINGTON
parks and recreation

Third Street Park

331 S Washington Street

Legend	Restrooms
Parking	Shelter
Playground	Trail





Board of Public Works Staff Report

Project/Event: Walk to End Alzheimer's
Petitioner/Representative: Kyle Davern, Alzheimer's Association Greater Indiana Chapter
Staff Representative: Sean Starowitz
Meeting Date: August 21, 2018

Local walkers in the community will be walking to help raise awareness and funds for Alzheimer's disease on Sunday, September 16, 2018 from noon until 3 p.m., with a setup up time of 10 a.m. and end time of 5 p.m.

The Walk to End Alzheimer's will begin and end at the Showers Plaza with an Opening Ceremony, and utilize the Showers Parking Lot for VIP parking, as well as set up. They will be walking the B-line and sidewalks and will be obeying normal traffic laws. Organizers anticipate 500 people to attend. A Noise Permit application was filled out, and a noise waiver has been included in the Resolution.

Staff recommends approval of the request.

Recommend **Approval** **Denial by** Sean Starowitz

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-90**

Walk to End Alzheimer's

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

WHEREAS, Alzheimer's Association Greater Indiana Chapter will sponsor their Annual Walk to End Alzheimer's in Bloomington on Sunday, September 16, 2018, from noon until 3:00 p.m.; and

WHEREAS, Alzheimer's Association Greater Indiana Chapter has requested use of public right of way for the Walk to End Alzheimer's; and

WHEREAS, the Alzheimer's Association Greater Indiana Chapter has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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

1. The City of Bloomington Board of Public Works declares that Alzheimer's Association Greater Indiana Chapter (hereinafter "Sponsor") may utilize the Showers Parking Lot and Plaza Area for their Opening Ceremony and VIP Parking beginning at 10:00 a.m. for set-up and ending at 5:00 following clean-up.
2. Sponsor shall be responsible for obtaining any and all required permits, as well as being responsible for all legal and financial expenditures.
3. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 5 p.m. on Sunday, September 16, 2018.
4. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
5. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

RESOLUTION 2018-90

6. _____, 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.

7. In consideration for the use of the City's property and to the fullest extent permitted by law, Alzheimer's Association Greater Indiana Chapter, 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.

ADOPTED THIS _____ DAY OF _____ 2018.

BOARD OF PUBLIC WORKS:

ALZHEIMER'S ASSOCIATION GREATER INDIANA CHAPTER

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name, Title

Dana Palazzo, Secretary

Position



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

8/21/18

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 Information

Contact Name:	Kyle Davern		
Contact Phone:	317-587-2238	Mobile Phone:	
Title/Position:	Development Specialist		
Organization:	Alzheimer's Association Greater Indiana Chapter		
Address:	50 E. 91st Street, Suite 100		
City, State, Zip:	Indianapolis, IN 46240		
Contact E-Mail Address:	kdavern@alz.org		
Organization E-Mail and URL:	alz.org/indiana		
Org Phone No:	(317) 575-9620	Fax No:	317-582-0069

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Garden Villa		
Address:	1100 S. Curry Pike		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	mgarvin@gardenvilla.com		
Phone Number:	812-339-1657	Mobile Phone:	
Organization Name:	Jill's House		
Address:	751 E. Tamarack Trail		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	hkinderthain@jillshouse.com		
Phone Number:	812-287-7962	Mobile Phone:	
Organization Name:	Autumn Hills Alzheimer's Special Care Center		
Address:	3203 E. Moores Pike		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	haley.norwood@jeaseniiorliving.com		
Phone Number:	812-269-8220	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	September 16th, 2018		
Time of Event:	Date: 9/16 Start: 12:00	Date: 9/16	End: 3:00
Setup/Teardown time Needed	Date: 9/16 Start: 10:00	Date: 9/16	End: 5:00
Calendar Day of Week:	Sunday		
Description of Event:	<p>The Alzheimer's Association Walk to End Alzheimer's is the world's largest event to raise awareness and funds for Alzheimer's care, support and research.</p>		
Expected Number of Participants:	500-Day of event:	Expected # of vehicles (Use of Parking Spaces to close):	

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • 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)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)

<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	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*

<input type="checkbox"/> NA	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> 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
<input type="checkbox"/> NA	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)
<input checked="" type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	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.
<input type="checkbox"/> NA	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	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

<input type="checkbox"/>	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 <ul style="list-style-type: none"> 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
<input type="checkbox"/>	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)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required

<input type="checkbox"/>	Noise Permit application	<input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit	<input type="checkbox"/> Not applicable
<input type="checkbox"/>	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.	
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)	
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)	

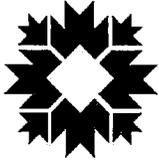
**8.
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	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		

*Side walk
Board
Use only*



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

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) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Walk to End Alzheimer's		
Location of Event:	Showers Plaza at City Hall		
Date of Event:	9/16/2018	Time of Event:	Start: 12:00
Calendar Day of Week:	Sunday		End: 3:00
Description of Event:	The Alzheimer's Association Walk to End Alzheimer's is the world's largest event to raise awareness and funds for Alzheimer's care, support and research.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Alzheimer's Association	

Applicant Information

Name:	Kyle Davern		
Organization:	Alzheimer's Association	Title:	Development Specialist
Physical Address:	50 E. 91st Street, Suite 100, Indianapolis, IN 46240		
Email Address:	kdavern@alz.org	Phone Number:	317-587-2238
Signature:		Date:	

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.

Waste and Recycling Management Plan Template

Event name: Bloomington Walk to End Alzheimer's

Number of expected attendees: 900

Number of food vendors: 0

Number of other vendors: 10

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [HYPERLINK "http://downtownbloomington.com/"](http://downtownbloomington.com/) Downtown Bloomington, Inc.

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.



START/FINISH

STAGE

Opening
Ceremony

Sponsorship/ National Team
Setup

VIP/ Faculty Parking

1000

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/17/2018	Payroll				404,957.16
					<u>404,957.16</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 404,957.16

Dated this _____ **day of** _____ **year of 20**_____.

Kyla Cox Deckard, President Beth Hollingsworth, Vice-President Dana Palazzo, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Green Camino Curbside Composting

Petitioner/Representative: Kathy Grutowsky/Green Camino

Staff Representative: Autumn Salamack

Meeting Date: August 21, 2018

Green Camino launched a curbside composting pilot in the City of Bloomington in November 2017, and would like to launch a continued business operation collecting compost from Bloomington homes. Section 6.04.080 (j) of City code states that only authorized commercial enterprises can collect refuse, including compostable materials, from places of residence on routes within the city limits that are served by the city sanitation division.

Green Camino would like authorization to provide this service specifically for compost. While the City does not currently provide a curbside compost service, it is a topic of discussion and a possibility in the next three years.

Staff support authorization of Green Camino as a provider of curbside compost pickups for a 24-month period.

Recommend **Approval** **Denial by** Autumn Salamack

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-91**

Pilot Program for Curbside Composting Services

WHEREAS, the City of Bloomington is committed to a sustainable community with economic opportunity, social equity and high environmental quality for its residents and businesses; and

WHEREAS, a 2017 Monroe County Solid Waste Management District report indicated that Monroe County residents generated over 118,000 tons of mixed waste in 2016, and that approximately thirty-nine percent (39%) of solid waste materials consisted of potentially compostable materials, such as food waste and compostable paper, and

WHEREAS, Bloomington accounts for approximately fifty-eight percent (58%) of Monroe County's population and an estimated 69,600 tons of waste generation in Monroe County per year; and

WHEREAS, the removal of all compostable and recyclable materials has the potential to divert more than seventy percent (70%) of Monroe County's solid waste stream from the landfill and reduce greenhouse gas emissions associated with the decomposition of materials in landfills; and

WHEREAS, the City of Bloomington is committed to the reduction of greenhouse gas emissions as a signatory to both the 2017 Mayors National Climate Action Agenda and the 2006 U.S. Mayors Climate Protection Agreement; and

WHEREAS, the City of Bloomington provides a curbside recycling program, that is designed to increase the amount of waste diverted from the landfill, and community-wide waste reduction and reuse programs; and

WHEREAS, many communities across the United States are focusing new waste diversion programs on compostable materials because of the opportunities they represent; and

WHEREAS, the City of Bloomington acknowledges the community's desire for a curbside composting program and the need to collaborate with partners to support organics collection in the absence of City resources to currently provide such a service.

NOW, THEREFORE, BE IT RESOLVED:

1. Green Camino, Inc., a local woman-owned benefit corporation, has expressed a desire to offer curbside composting services to Bloomington residents.
2. Because the City's solid waste, recycling and yard waste collection does not currently include curbside composting services, the Board of Public Works ("the

Board”) hereby establishes a two (2) year Pilot Program for Curbside Composting Services in order to assess the level of interest Bloomington residents have to utilize such a service.

3. This Pilot Program shall begin on August 22, 2018 and shall expire on August 21, 2020.
4. The Board grants Green Camino, Inc., authority to provide curbside composting services at residences in the City of Bloomington during this Pilot Program.
5. This Pilot Program shall be non-exclusive, and any other entity desiring to participate shall first request authorization from the Board.
6. On or before the expiration of this Pilot Program, the Board may evaluate the level of participation in this program and determine whether it would recommend that such a service should be codified into the Bloomington Municipal Code.
7. Kathy Gutowsky, as Chief Executive Officer of Green Camino, Inc., agrees by signing that she has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2018.

Board of Public Works

Green Camino, Inc.

Kyla Cox Deckard, President

Kathy Gutowsky, Chief Executive Officer

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary



Board of Public Works Staff Report

Project/Event: Contract Amendment 1 for Preliminary Engineering Services with AZTEC Engineering Group, Inc. for the 17th Street Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 8/21/2018

Report: This project will reconstruct W 17th Street between the Vernal Pike/W 17th St overpass and the roundabout at the intersection of 17th Street and Arlington Road/Monroe Street. The project includes sidewalk and multiuse path construction, storm water improvements, sight distance improvements, and other geometric modifications. Design for the project is being finalized and right of way acquisition is underway. Construction is expected to be complete by the end of 2019.

AZTEC Engineering is under contract to design this project with an existing total contract amount of \$705,053. This amendment will add services including right of way staking, additional topographic survey, lighting design, and general project administration. This amendment also removes some right of way services that are included in the existing contract but will no longer be necessary. The additional fee for added services is \$29,835, but that amount is completely offset by the reduction in fees from other removed services. The new total contract amount is \$704,913. This contract is funded by the Redevelopment Commission (RDC) and then reimbursed through an INDOT Interlocal Cooperative Agreement.

Recommendation and Supporting Justification: Staff recommends that the Board approve Contract Amendment 1 for Preliminary Engineering Services with AZTEC Engineering Group, Inc. for the 17th Street Reconstruction Project.

Recommend **Approval** **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	1/24/2017
Design Services Contract*	Amendment 1	8/15/2018
ROW Services Contract*	Amendment 1	8/15/2018
Public Need Resolution	Approved	12/12/2017
Construction Inspection Contract	Future	2018
Construction Contract	Future	2019

*Design and ROW Services are part of one contract which was previously approved 1/24/2017.



320 W. 8th Street, Ste. 100
Bloomington, IN 47404
Ph.: 812.717.2554
812.333.3941

Memo

To: Neil Kopper
Subject: 17th Street Contract Amendment 01
Project: 17th Street Reconstruction & MUP
From: Adrian Reid

Date: August 15, 2018
Project: INMUN1601

Neil:

This document accompanies Addendum #1 to the 17th Street Reconstruction and Multiuse Path Project and provides descriptions and rationale for each. It also accounts for your written feedback via email on July 10, 2018 and our follow-up meeting on Monday, July 23. We have enjoyed working with the City of Bloomington on development of this project and look forward to seeing it through to bidding and construction. Thank you again for the opportunity to provide our design services.

Project Status Update

The project is in the ROW acquisition phase. Currently, we have extended offers to seventeen (17) property owners and the remaining two (2) have completed appraisals. Offers on these will have been approved and sent out by the time these addenda are considered by the Board of Public Works.

Additional Survey, Staking

The first change to the contract includes ROW staking which was not included in the original scope. Initial staking of all properties occurred in March 2018 and the subcontract includes additional staking, if needed, for 6 more parcels. The total amount is for staking is \$2976.

Our design needed additional survey for Lindbergh Drive related to the changes to the road profile and a drainage outfall which extended further south than the initial survey anticipated. The amount of this additional survey is \$508.

The west end of the project was under construction due to the I-69 project when the initial survey for 17th Street occurred. Because the I-69 project was delayed, much of the west end was still unfinished. As a result, additional survey was needed to capture more recently completed work from the project. The amount for this additional survey is \$1800.

The total additional survey is \$5284. An unbilled amount of \$368.75 will be subtracted from this amount for a total amount of \$4915. There was also survey of potholing activities, but this was invoiced from the Potholing budget line.

Lighting Design and General Administration

Lighting

The second design element of Contract Amendment #01 includes AZTEC's estimate for the Lighting Design not included in the original scope of services for pedestrian scale lights.

The challenge presented with pedestrian scale lights is that multiple power sources will be necessary and much of the electrical conduit will be underground. Duke Energy is providing the lights, fixtures, foundations, and the design in terms of the photometric analysis. Once they have determined the number of poles and drop locations for metering, AZTEC will add these lighting appurtenances to the plans (noted "By Others"). The underground conduit is anticipated to be located just above the

proposed fiber conduit under the multiuse path. The estimate contained in **Exhibit G, Part E** shows additional plan sheet development time. The base contract estimated 30 hours per sheet for lighting design. An additional 10 hours per sheet is anticipated to complete the lighting design. Also included are additional time for utility conflict analysis, coordination with Duke Lighting, etc.

Project Management and Administration

The third element of Contract Amendment #01 is related to the overall project management for 17th Street. The duration of the project has extended past the original assumption. The original contract fee estimate assumed 12 months at 16 hours per month for Project Administration. With the project beginning in January 2017, the design contract duration will be 26 months. The attached estimate in **Exhibit G, Part E**. includes an additional 14 months of Administration and Project Management services. Given that a significant amount of project management tasks already have occurred under the base contract, the additional hours were estimated utilizing 50% of the monthly hours estimated in the original contract. The estimate includes 14 months at 8 hours per month for a total of 112 additional hours.

Neither bid support nor construction phase services are included in the additional Project Management and Administration services for Amendment #01. Bid support services would include AZTEC staff time for pre-bid meeting attendance and preparation, bid advertising, bid evaluation, and responses to questions during bidding. Construction phase services, or post-design services, would include approval of shop drawings, field design change requests, answering questions from contractors, etc. If the City desires these services, a future amendment to the design contract would be necessary.

Schedule Update

The fourth element of Contract Amendment #01 is an updated schedule. In **Exhibit G, Part D**. is an updated schedule to reflect the current status of the project. With ROW Acquisition underway, we are tracking progress and have not identified any specific issues in that process at this time. Barring any prolonged acquisitions, we estimate a November letting with non-CBU utility relocations occurring over the winter and construction beginning in earnest in March/April 2019. Your input on the schedule has been very much appreciated.

Conclusion

Thank you again for the opportunity to work on the 17th Street Project. Our design team eagerly anticipates closing out the design on the way to a successful bid letting and finished product that the City will be proud of. Please contact me with any questions or comments at your convenience.

Sincerely,



Adrian Reid, P.E.
Associate Vice President
AZTEC Engineering, Inc.

AMENDMENT 1 TO AGREEMENT FOR CONSULTING SERVICES

**between the
CITY OF BLOOMINGTON**

**and
AZTEC ENGINEERING GROUP, INC. ("Consultant")**

This Amendment 1 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. ("Agreement") for the 17th Street Reconstruction and Multiuse Path project entered on January 24, 2017, as follows:

1. **Scope of Services:** Article 4 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("Board") and the Consultant states: "Additional assignments or additional services not set forth in Exhibit A... must be authorized in writing by the Board..." The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit G, which is attached to this Amendment and incorporated herein.
2. **Compensation:** The Additional Services are in the amount of Twenty-Nine Thousand Eight-Hundred Thirty-Five Dollars (\$29,835.00) as specified in Exhibit G. The Additional Services will not increase the cost of the Project beyond the original contract amount of \$705,053.00.
3. **Schedule:** Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit G contains an updated schedule based on project progress to date. The Additional Services contained in this Amendment are not listed among the schedule tasks and will not impact the schedule.
4. In all other respects, the Agreement and the Amendment shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT

By: _____

By: _____

Kyla Cox Deckard, President
Board of Public Works

Adrian Reid, P.E.
Associate Vice President, AZTEC

Date: _____

Date: _____

By: _____

Terri Porter, Director
Dept. of Planning and Transportation

Date: _____

By: _____

Phillipa M. Guthrie, Corporation Counsel

Date: _____

Exhibit G
Additional Services

A. *Additional topographic survey*

Additional services by AZTEC's survey subconsultant, Bledsoe Riggert Cooper James (BRCJ), were necessary to complete the project design. There are three components to the additional services:

1. ROW staking was not included in the original scope. Initial staking of all properties occurred in March 2018. The survey subcontract amendment also includes additional staking, if needed, for 6 more parcels. The total amount for staking is \$2976.
2. The design required additional survey on Lindbergh Drive for changes to the road profile and a drainage outfall which extended further south than initially anticipated. The amount of this additional survey is \$508.
3. The west end of the project was under construction for the I-69 project when the initial survey for 17th Street occurred. Because the I-69 project was delayed, much of the west end was still unfinished. As a result, additional survey was necessary to capture more recently completed work from the project. The amount for this additional survey is \$1800.

An amount of \$368.75 in survey services is unbilled on the base contract. Subtracting this amount from the total of 1 through 3 above, the total additional survey is \$4915.00. Three subcontract amendments for survey services are included in **Exhibit G, Part E**.

B. *Additional services for Lighting Design*

Based on public input and their goals for the project, the City is requesting pedestrian-scale lighting along the north side of 17th Street in the project corridor. Lighting design of this specific type is not included in the Contract scope. AZTEC's additional services include coordination with Duke Energy's Lighting Division on the lights, fixtures, foundation locations, and desired photometry (lighting levels) from the City's input. AZTEC will create plan sheets showing Duke's appurtenances and design the underground conduit. A utility conflict analysis will be conducted to ensure that the pole foundations, drop locations, junction boxes, etc. do not conflict with other utilities or project features such as retaining walls.

A Summary of Estimated Costs for Lighting Design is included below in **Exhibit G, Part E**. The additional total for Lighting Design is \$15,200.

C. *Additional Services for Project Management and Administration*

The third element of Exhibit G includes the overall project management for 17th Street. The duration of the project has extended past the original assumption of 12 months. This has been due to a number of factors including ROW services, public meetings and input, utility coordination and relocation design, and the overall development of the design. The estimate includes additional hours for project administration activities for the remainder of the design. The hours are estimated at 14 months, 8 hours per month, for a total of 112 additional hours.

This Project Management and Administration amendment does not include AZTEC staff time for bid support services such as attending pre-bid meetings, responses to contractor questions, bid advertising, bid evaluations/recommendations, or construction phase (post-design) services. These services, if desired by the City, would necessitate a future contract amendment.

An estimate for Project Administration is included below in **Exhibit G, Part E**.

D. *Schedule Update*

Also included in Exhibit G is a revised schedule to supersede Contract Exhibit C. The revised schedule is as follows:

MILESTONE	ORIGINAL ESTIMATED DATE (CONTRACT)	CONTRACT UPDATE (7/27/18)
Notice to Proceed	January 13, 2017	No change
Early Public Outreach Meeting	February 1, 2017	No change
OTS Meeting with City Staff	February 28, 2017	April 5, 2017
Public Meeting (15% Design)	March 28, 2017	May 11, 2017
OTS Meeting with City Staff	April 27, 2017	September 13, 2017
Preliminary (60% Design) Plans	May 11, 2017	October 13, 2017
Field Check and Utility Coordination Meeting (60%)	May 25, 2017	November 30, 2017
ROW Acquisition Begins	May 25, 2017	February 7, 2018
OTS Meeting with City Staff	June 8, 2017	January 22, 2018
Public Meeting (80% Design)	June 29, 2017	January 29, 2018
Pre-Final Plans (95%)	July 20, 2017	September 14, 2018
Final Plans (100%)	November 2, 2017	October 30, 2018
Bid Advertising	November 2, 2017	November 1, 2018
Bid Opening/Award	November 29, 2017	November 27, 2018
ROW Complete	December 2017	December 2018
Construction Notice to Proceed	December 2017	January 2019
Utility Relocation Work, Winter Work	December 2017	December 2018
Roadway Construction Begins	April 2018	Mar./Apr. 2019
Roadway Construction Completed/Open to Traffic	October 2018	November 2019

Exhibit G, Part E

INDEX

- E.1. Additional Scope/Fee Estimate
- E.2. Summary of Estimated Design Cost for Contract Amendment #01
- E.3. Original Contract Fee Estimate
- E.4. Amendment #01 Summary of Overall Contract Changes
- E.5. Survey Services Subcontract Amendments

E.1. *Additional Scope/Fee Estimate*

Amendment #01 does not change the overall contract amount but instead reassigns unused fees, largely from ROW subconsultants, included in the original contract. The original scope and fee proposal includes the following subconsultants and fees in the base contract:

Subconsultant	Service	Amount
Todd Taylor	ROW Buying	\$35,500.00
Courtland Title	Title Work	\$8,800.00
Monroe Owen Appraisals	Appraisals	\$60,000.00
First Appraisal Group	APAs/Review Appraisals	\$33,100.00
Utility Potholing (non-specific sub)	Utility Potholing	\$40,000.00
	SUBTOTAL	\$177,400.00

The number of parcels assumed, type of appraisals, and number of utility potholes needed were lower than expected. The revised subconsultant fee amounts are as follows:

Subconsultant	Service	Amount
Todd Taylor	ROW Buying	\$35,500.00
Courtland Title	Title Work	\$7,150.00
Monroe Owen Appraisals	Appraisals	\$50,200.00
First Appraisal Group	APAs/Review Appraisals	\$28,575.00
Utility Potholing (non-specific sub)	Utility Potholing	\$26,000.00
	SUBTOTAL	\$147,425.00

The revised subconsultant fees account for a surplus of \$29,975.00 in the base contract. Addendum #01 requests the City of Bloomington to revise scope and fees for additional survey and design services as described in **Exhibit G, Parts A, B and C**. These services are summarized on the following pages and include the following:

1. \$4,915.00 in additional topographic survey
2. \$24,920.00 in additional design services for Lighting Design and General Administration.

The total amount of additional services is \$29,835.00, which is less than the surplus amount. The fee estimate for additional services is included on the following pages.

Also on the following pages are the original contract fee estimate and the revised amounts for Amendment #01 (highlighted). The total contract amount decreases from \$705,053 to \$704,913.

E.2. SUMMARY OF ESTIMATED DESIGN COST for CONTRACT ADDENDUM #01

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555

Project Name: 17th St (Vernal OP to Monroe RAB)
 City Project Number:
 AZTEC Project No.: INMUN1601
 Date: August 31, 2018
 Revision: 0

DERIVATION OF COST PROPOSAL - SUMMARY
 (Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street - Contract Modification #02

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	29	\$ 180.00	\$ 5,220
Senior Project Engineer	36	\$ 150.00	\$ 5,400
Project Engineer	0	\$ 130.00	\$ -
Engineer/Designer	8	\$ 100.00	\$ 800
Technician/Drafter	92	\$ 90.00	\$ 8,280
Project Assistant/Admin.	87	\$ 60.00	\$ 5,220
Totals	252		\$ 24,920

Total Estimated Labor - AZTEC \$ 24,920

DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ -
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ -
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ -
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ -

Total Direct Expenses - AZTEC \$ -

Total Estimated Project Fee - AZTEC (Lump Sum) \$ 24,920

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 4,915
Earth Exploration - Geotechnical Investigation	
CBBEL - Utility Coordination	

Subconsultant Sub-total (Lump Sum) \$ 4,915

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	
Monroe Owen - Appraisals (Assume 20 @ \$3000)	
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	
Utility Pot-holing (Assume 40 @ \$1000)	

Subconsultant Sub-total (Cost-Plus to Max) \$ -

Total Estimated Contract Value \$ 29,835



Adrian Reid, P.E., Associate Vice President

8/13/2018

DATE

TEAM AZTEC
17th St (Vernal OP to Monroe RAB)
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

11. GENERAL ADMINISTRATION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Additional Admin. (7 months @ 16 hours/month)				112	25					87
Subtotal General Administration Items				112	25	0	0	0	0	87

12. LIGHTING DESIGN	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Develop Project Base Sheets (New to plan set)		4	2	8				8		
Plan Sheets – add conduit, foundation locations, control boxes per Duke		4	10	40		8			32	
Utility Conflict analysis		4	6	24		8			16	
Cross-section Drawings – utilizing existing sheets		20	2	40		8			32	
Comment Review, Responses, & Resolution Mtgs. – design coord. with Duke				20	4	6			10	
Quantities/Cost Estimate/Bid Specifications				4		4				
Quality Control				4		2				2
Subtotal Lighting Items		4	35.0	140	4	36	0	8	92	0

SUMMARY OF HOURS	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
TOTALS		4		252	29	36	0	8	92	87
				252						

E.3. ORIGINAL CONTRACT FEE ESTIMATE

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555
 FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)
 City Project Number:
 AZTEC Project No.: INMUN1601
 Date: January 4, 2017
 Revision: 3

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	120	\$ 180.00	\$ 21,600
Senior Project Engineer	544	\$ 150.00	\$ 81,600
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,376	\$ 100.00	\$ 137,600
Technician/Drafter	991	\$ 90.00	\$ 89,190
Project Assistant/Admin.	96	\$ 60.00	\$ 5,760
Totals	4,135		\$ 466,790

Total Estimated Labor - AZTEC \$ 466,790

DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ 600
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ 50
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ 1,328
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ 960

Total Direct Expenses - AZTEC \$ 2,938

Total Estimated Project Fee - AZTEC (Lump Sum) \$ 469,728

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 29,225
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000

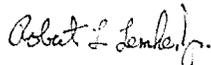
Subconsultant Sub-total (Lump Sum) \$ 57,925

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 8,800
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 60,000
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 33,100
Utility Pot-holing (Assume 40 @ \$1000)	\$ 40,000

Subconsultant Sub-total (Cost-Plus to Max) \$ 177,400

Total Estimated Contract Value \$ 705,053



Rob Lemke, P.E., Project Principal

1/4/2017

DATE

E.4. AMENDMENT #01 SUMMARY OF OVERALL CONTRACT CHANGES

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555
 FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)
 City Project Number:
 AZTEC Project No.: INMUN1601
 Date: August 15, 2018
 Revision:

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	149	\$ 180.00	\$ 26,820
Senior Project Engineer	580	\$ 150.00	\$ 87,000
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,384	\$ 100.00	\$ 138,400
Technician/Drafter	1,083	\$ 90.00	\$ 97,470
Project Assistant/Admin.	183	\$ 60.00	\$ 10,980
Totals	4,387		\$ 491,710

Total Estimated Labor - AZTEC \$ 491,710

DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ 600
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ 50
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ 1,328
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ 960

Total Direct Expenses - AZTEC \$ 2,938

Total Estimated Project Fee - AZTEC (Lump Sum) \$ 494,648

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 34,140
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000

Subconsultant Sub-total (Lump Sum) \$ 62,840

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 7,150
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 50,200
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 28,575
Utility Pot-holing (Assume 40 @ \$1000)	\$ 26,000

Subconsultant Sub-total (Cost-Plus to Max) \$ 147,425

Total Estimated Contract Value \$ 704,913


 Adrian Reid, P.E., Associate VP

8/15/2018
 DATE

E.5. Survey Services Subcontract Amendments



CONTRACT MODIFICATION FORM

Project Title: 17th Street Project Aztec Project #: 01NMUN1601
Subcontractor Name: Bledsoe Riggert Cooper James Amendment No. 2
Address: 1351 West Tapp Road Bloomington, IN 47403 Client Contract #:

I. Description of Amendment/Modification:

Add survey work on Lindbergh Drive south of previous topographic survey.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee): \$ 29,225.00
NET CHANGE BY AMENDMENTS:
of PREVIOUS AMENDMENTS (If Applicable) 1 Amount: \$ 3,004.50
THIS AMENDMENT: \$ 508.00
REVISED CONTRACT AMOUNT TO DATE: \$ 29,733.00

This fully executed amendment shall become part of the Subcontract for Professional Services dated September 27, 2016

AZTEC Engineering Group, Inc.
By: [Signature]
Name: Adrian Reid
Title: Associate Vice President
Date: 9/27/2017

Bledsoe Riggert Cooper James
By: [Signature]
Name: Marty J. James
Title: Vice President
Date: 9/27/2017



CONTRACT MODIFICATION FORM

Project Title: <u>17th Street Project</u>	Aztec Project #: <u>OINMUN1601</u>
Subcontractor Name: <u>Bledsoe Riggert Cooper James</u>	Amendment No. <u>4</u>
Address: <u>1351 West Tapp Road</u> <u>Bloomington, IN 47403</u>	Client Contract #: _____

I. Description of Amendment/Modification:

Additional survey on the west end of the 17th Street project to verify I-69 roadway portion (within ROW) on 17th Street, pick up new storm sewer infrastructure and MH inverts, and the multiuse path from the I-69 Vernal Pike Bridge to its terminus on the east end of the I-69 project limits.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee):	\$ <u>29,225.00</u>
NET CHANGE BY AMENDMENTS:	
# of PREVIOUS AMENDMENTS (If Applicable) <u>3</u>	Amount: \$ <u>5,512.50</u>
THIS AMENDMENT:	\$ <u>1,800.00</u>
REVISED CONTRACT AMOUNT TO DATE:	\$ <u>36,537.50</u>

This fully executed amendment shall become part of the Subcontract for Professional Services dated December 20, 2017

AZTEC Engineering Group, Inc.

By: 
 Name: Adrian Reid
 Title: Associate Vice President
 Date: 12/20/2017

Bledsoe Riggert Cooper James

By: 
 Name: Marty J. James
 Title: Vice President
 Date: 1/25/18



CONTRACT MODIFICATION FORM

Project Title: 17th Street Project Aztec Project #: 01NMUN1601
Subcontractor Name: Bledsoe Riggert Cooper James Amendment No. 5
Address: 1351 West Tapp Road Client Contract #: _____
Bloomington, IN 47403

I. Description of Amendment/Modification:

ROW Staking for the 17th Street Project. Includes staking the whole project (19 parcels) one time and contingency for 2nd staking of up to 6 additional parcels.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee):	\$	<u>29,225.00</u>
NET CHANGE BY AMENDMENTS:		
# of PREVIOUS AMENDMENTS (If Applicable) <u>4</u>	Amount:	\$ <u>7,312.50</u>
THIS AMENDMENT:	\$	<u>2,976.00</u>
REVISED CONTRACT AMOUNT TO DATE:	\$	<u>39,513.50</u>

This fully executed amendment shall become part of the Subcontract for Professional Services dated December 20, 2017

AZTEC Engineering Group, Inc.

Bledsoe Riggert Cooper James

By:
Name: Adrian Reid
Title: Associate Vice President
Date: 12/20/2017

By:
Name: MARTY J. JAMES
Title: Vice President
Date: 1/25/18

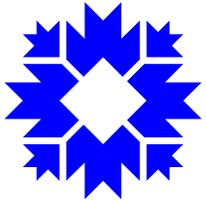
STATE ROAD 45 46 BYPASS

W 17TH ST

W FOUNTAIN DR

W 11TH ST

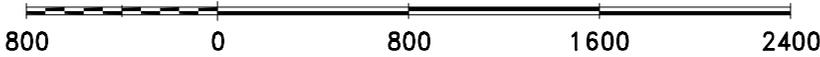
City of Bloomington
Planning & Transportation



Scale: 1" = 800'



By: koppern
15 Aug 18



For reference only; map information NOT warranted.

PROJECT NAME: 17th Street (I-69 to Monroe/Arlington Roundabout) Final Design Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 24th day of January, 2017, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and AZTEC Engineering Group, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to reconstruct 17th Street from the Vernal Pike Overpass of I-69 to the Monroe/Arlington Roundabout; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of way acquisition, which shall be hereinafter referred to as "the Services"; 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 Board;

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 Board 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.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board 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 Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board 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 Seven Hundred Five Thousand Fifty Three Dollars (\$705,053.00). This sum includes 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 Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board 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 at the time of billing and are due upon receipt. 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 Board may reasonably require.

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board 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 the 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 Board, as set forth in Article 11 herein.

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

Article 9. Cost Estimates: All estimates of 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 Board 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, Consultant 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 Documents: 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 Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the 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 Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") but only to the extent that such Claims are found on a comparative basis of fault to be

caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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 combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the 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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith 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 required under this Agreement. The 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 Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the 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 County 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 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. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Consultant:

AZTEC Engineering Group, Inc.
320 W. 8th Street, Suite 100
Bloomington, IN 47404
Attn.: Adrian Reid

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board 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 26. Verification of New Employee' Employment Status: 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 E, 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 27. No 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 F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

AZTEC Engineering Group, Inc.

By: Kyla Cox Deckard
Kyla Cox Deckard
President

Robert L. Lemke, Jr.
Robert L. Lemke, Jr.
Chief Executive Officer

By: Phillippa M. Guthrie
John Hamilton,
Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>1.19.17</u>
--

CITY OF BLOOMINGTON
Controller
Reviewed by:
John Moore
DATE: 1/23/17
FUND/ACCT: 439

EXHIBIT A
SCOPE OF ENGINEERING SERVICES



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



EXHIBIT A – SCOPE OF SERVICES
17th Street (Lismore Drive to Monroe Street)
City of Bloomington, IN
Project Number: INMUN1601
Revised January 18, 2017

PROJECT BACKGROUND

The 17th Street Project from Lismore to Monroe was a result of an agreement between the City of Bloomington (City) and the Indiana Department of Transportation (INDOT) during the Partnering Agency meetings for I-69 Section 5. The project is listed in the FEIS/ROD for Section 5 as an environmental commitment because I-69 Section 5 includes a bridge at the west end of 17th Street, spans the mainline of I-69, and connects to Vernal Pike on the west side of the highway. With the new connection across I-69 to Vernal Pike, the City anticipates additional traffic in this roadway segment and has already made improvements to the intersection of 17th Street and Arlington Road. With completion of the bridge and connection to Vernal Pike imminent, improvements to the remaining segment of 17th Street are needed as soon as possible.

PROJECT OVERVIEW

AZTEC will provide professional design services for the development of final roadway plans of 17th Street for construction in INDOT Fiscal Year 2018. This project is funded through a combination of sources, including Community Crossroads funding, an INDOT interlocal cooperative agreement, and local funding sources.

The 17th Street Project includes full reconstruction of the existing roadway, multiuse path on the north side of 17th Street and sidewalk on the south side. 17th Street will be designed with one lane in each direction with curb and gutter, storm sewer, utility adjustments, street lights, pedestrian crosswalks, and new driveway aprons. Improvements to Lindbergh Drive include the possibility of converting it from a one-way to a two-way street. Design of utility relocations for City of Bloomington Utilities (CBU) will be included as a part of the design.

PROJECT LOCATION

This project is located in the City of Bloomington on 17th Street between the I-69 Vernal Pike/17th Street overpass and the 17th /Arlington/Monroe Roundabout, for a distance of 2500 ft. in length.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



BASIS OF ESTIMATE

PROJECT SCOPE FINAL DESIGN – 17th Street

The following text describes the Scope of Services to be provided for the City of Bloomington and includes the assumptions made in the development of the scope.

1. Data Collection, Survey, Geotechnical Investigation

A. AZTEC's scope and cost proposal includes the following:

- Compilation of plans, platting, and City GIS information for reference.
- Incorporation of GIS information into CAD to cross-reference field survey.

B. AZTEC's sub-contractors Data Collection includes the following:

- *Bledsoe Riggert Cooper James (BRCJ)* – Topographic survey, route plat survey
- *Earth Exploration, Inc.* – Geotechnical investigation and recommendations
- *Courtland Title* – Title & Encumbrance Reports

C. The City will provide the following information:

- GIS/CAD information for the corridor and any adjacent projects. This includes CBU facilities, storm water, roadway, parcel, building, address, and other information that AZTEC may request.
- Relevant plan information for the 17th and Arlington Roundabout Project.
- Any information regarding the original construction or platting of 17th Street (if available).

D. Assumptions regarding Data Collection include the following:

- Written survey notice provided and distributed by AZTEC, but the City of Bloomington will approve the notifications.
- Survey distances will be provided as "ground" distances.
- Plan information for 17th and Crescent intersection improvements provided by AZTEC as conducted with I-69 Section 5 design work.
- Survey will capture trees that are 4" DBH and over and will identify them as coniferous or deciduous.
- Vertical control will be based on NAVD 88 Datum. The correction between NAVD 88 and the control used for I-69 will be noted on the plans for the project control conversion from the I-69 Project Limits to the 17th Street Project.
- Title work has been estimated based on 20 parcels with a 50% split between residential and commercial properties.
- The Geotechnical investigation includes up to four borings for design of a possible retaining wall and establishing a rock profile for the excavation quantity purposes.



2. Meetings

- A. AZTEC's scope and cost proposal includes the following meetings:
- One (1) Early Public Outreach Meeting to be attended by one AZTEC staff. The meeting will be led by the City and held with stakeholders, Crescent Bend Neighborhood Association, and elected officials. The meeting will occur before design work begins, and its purpose will be to solicit input on the project design and amenities.
 - One (1) formal Public Meeting at approximately 15% design completion with the purpose of vetting up to three (3) design options to a wider public audience than the Early Public Outreach Meeting. This meeting will be open house format and attended by three (3) AZTEC staff. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
 - One (1) Public Outreach Meeting at 80% design completion with the purpose of receiving feedback from stakeholders on the design and amenities, such as landscaping, which can be changed before the design is finalized for bidding. The meeting will be open house format and facilitated an AZTEC staff of three (3) people. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
 - One (1) Utility Field Check meeting at 60% design with the project Utility Coordinator and two (2) AZTEC staff in attendance with the purpose of meeting with representatives from all utility companies, including CBU, to discuss potential impacts to their facilities, relocations, and protect in place plans.
 - Three (3) Over-the-Shoulder (OTS) design review meetings hosted by AZTEC with the purpose of reviewing design development with City staff. These meeting will last one hour and will allow the City to review design progress and give input on the direction of the design.
 - Three (3) meetings with City boards and commissions such as Tree Commission, Redevelopment Commissions, and Board of Public Works will be included in the scope. One AZTEC team member will attend each meeting as directed by City staff.
 - Ten (10) status meetings with City Planning and Engineering staff for the duration of design.
 - One (1) pre-bid meeting to provide support and answer contractor questions during the bidding process.
- B. AZTEC sub-consultant attendance of meetings, if needed, is included separately in their respective cost proposals.
- C. The City will provide the following:
- Approval and distribution of public notices for public meetings.
 - Obtaining all Public Meeting Locations and appropriate insurance, except the OTS meetings at AZTEC's Bloomington office.



D. Assumptions regarding Meetings include the following:

- AZTEC will provide visual materials and plans for each public meeting. These materials will be coordinated and approved by the City Staff a minimum of one week prior to the meeting.
- A Project Kickoff meeting is not specifically listed and was assumed to be included in one of the ten status meetings.
- Sub-consultant attendance of meetings, if needed, is included separately in their respective cost proposals.

3. Signing, Marking, Lighting, and Maintenance of Traffic (MOT)

A. AZTEC's scope and cost proposal for Signing, Marking, Lighting, and MOT includes the following:

- MOT plans showing a full closure of 17th Street during construction. Local access for residents and services (municipal, postal, etc.) will be provided.
- Street lighting design for the 17th Street project limits at a minimum this will include lighting all public street intersections.
- Details, General Notes, and Plan Sheets appropriately scaled for implementation of new signage, marking, MOT, and street lighting.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Signing, Marking, Lighting, and MOT.

C. The City will provide the following:

- Feedback in written form or as plan mark-ups for formal plan submissions.
- Direction on lighting design for the corridor.
- Input on specific signage, striping, and other permanent countermeasures (RRFBs, etc.) for inclusion in the design plans and specifications.

D. Assumptions regarding Signing, Marking, Lighting, and MOT include the following:

- The intent of street lighting is to illuminate the roadway and will follow the road alignment. Street lighting is not anticipated to be pedestrian scale with publicly vetted decorative light poles.
- Street lighting fixtures are assumed to be from a list of standard options provided by the Department of Public Works in coordination with Duke Energy.
- MOT, signage and striping plans will be designed in accordance with Indiana MUTCD standards.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



4. Roadway Design

A. AZTEC's scope and cost proposal for Roadway Design services include the following:

- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.
- Quantities, cost estimates, and bid specifications to be included in a bid package for a public bidding process through the City Board of Public Works.
- A revised vertical alignment to improve sight distance at Lindbergh Drive.
- A revised horizontal alignment at the east end of 17th Street by extending the exit curve from the 17th & Arlington Roundabout and shifting the roadway to the south. This design detail is proposed to avoid relocation of Duke utility poles but expected to be finalized during design. Final design will include the geometric features required both to complete the project as scoped and to achieve the project goals.
- Cross-section sheets at 50 ft. intervals, at driveway locations, and where other unique features require additional detail for construction.
- Design of a 10-foot-wide multiuse path along the north side of 17th Street. The path termini are the multiuse path at the 17th & Arlington Roundabout and the path constructed with I-69 as part of the improvements to 17th Street and Crescent Road.
- A buffer between the back of curb and multiuse path varying in width from 0 ft. to approximately 25 feet to avoid relocating Duke Energy utility poles to the extent practicable. An existing sidewalk along the north side of 17th Street will be removed and replaced by the multiuse path.
- A sidewalk on the south side of 17th Street. Existing sidewalk already exists from Lismore Drive to Lindbergh Drive and will be maintained in place where it already complies with ADA. No sidewalk exists between Lindbergh Drive and the roundabout path. AZTEC will design new sidewalk facilities that will include either a 6 ft. monolithic sidewalk or 5 ft. sidewalk with 5 ft. tree plot, depending on the ROW constraints and proposed changes to the roadway alignment. Sidewalk design will comply with PROWAG.
- Design of Lindbergh Drive to accommodate Bloomington Transit bus traffic including, at the City's direction, the possible conversion of Lindbergh Drive to a two-way street.
- Plan submittals at 60% and 100% comprised of one (1) set of 11x17 (half-scale) plans and one (1) set of 22x34 (D-size, full scale) plans.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Roadway Design.



C. The City will provide the following:

- Feedback in written form or as plan mark-ups for formal plan submissions.
- Input on permanent roadway elements (detectable warning plates, street trees, hand holes, walls, etc.) for inclusion in the design plans and specifications.
- Direction on the possible conversion of Lindbergh Drive to a two-way street.
- Plan submission of AZTEC's roadway plans, specifications, special provisions, and documents via email to INDOT for review and comment. This review is assumed to be cursory and not a formal INDOT review.

D. Assumptions regarding Roadway Design include the following:

- Plan sheets and profile sheets for the length of the 17th Street project, approximately 2500 feet counting the tie-ins to prior projects at either end of the project. The sheets scale will be 1" = 20 ft.
- The project design will emphasize bicycle and pedestrian features, and priority should be given to these modes of transportation.
- Indiana Design Manual (IDM) is not the preferred design guidance as on a traditional, federally funded project. AZTEC will draw from NACTO, ITE, and AASHTO guidance in designing a project balancing vehicular needs with the needs of bicyclists and pedestrians in the corridor.
- Design speed and posted speed will be designed using 30 mph (if possible).
- The proposed vertical alignment for 17th Street should preserve the natural terrain to the extent practicable.
- No traffic studies or analyses pertaining to 17th Street will be conducted.
- AZTEC will provide design plans to the City for their review and comment concurrently with INDOT's cursory review of the roadway plans. INDOT's review is assumed to occur only one (1) time and will not be a formal review conducted for a typical LPA project with federal aid. INDOT reviews of over two (2) weeks may delay the project schedule.

5. Utility Design

A. AZTEC's scope and cost proposal for Utilities Design includes the following:

- A Utility Coordinator (sub-consultant) will contact the utility owners located within the 17th Street corridor.
- Preparation of Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of municipally owned and maintained utilities and fiber optic facilities.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- A Field Check meeting will be performed at approximately 60% complete plans as described in 2. Meetings. The Utility Coordinator will schedule and facilitate the meeting.
- Review of each utility owner's utility relocation and/or protect in place plans by the Utility Coordinator and AZTEC staff to ensure their incorporation in the plans.

- Contacting the utility owners within the boundaries of the project to request and collect the available utility maps, plans and as-built records. Preliminary review of the project indicates that the utility owners in the area include but are not limited to the following:
 1. CBU (water, sewer, storm)
 2. Vectren Gas
 3. Duke Energy
 4. Comcast
 5. AT&T
 6. Smithville
 7. Zayo
 8. US Signal
 - Design of CBU relocations for the 24" water main, sewer lines and all CBU facilities requiring relocation or protection in place for the project. AZTEC will coordinate directly with CBU to determine their relocation needs.
 - Design of fiber conduit for the City's City-wide Broadband initiative. The fiber conduit will begin at the Vernal Pike Bridge east terminus and extend to the roundabout to a location to be determined by the City.
 - It has been assumed that up to 40 Potholes will be required for this project. AZTEC will perform the potholing services and Payment will be based on the actual number of potholes taken.
 - Plan submissions comprised of one (1) set of 11x17 (half-scale) plans and one (1) set of 22x34 (D-size, full scale) plans. Two full scale plan sets will be submitted to CBU when plans are approved and finalized.
 - Preparation of utility clearance letters for each submittal using the City's format.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.
- B. AZTEC's sub-contractors for **Utility Design** include the following companies (please refer to the scope of services attached at the end of AZTEC's scope):
- *Christopher B. Burke Engineering, LLC (CBBEL) – Utility Coordination*
- C. The City will provide the following:
- Feedback in written form or on plan mark-ups for formal submissions.
 - GIS information regarding CBU facilities in the 17th Street corridor.
 - As-built information, if available, for the 24" water main, sewer, and any facilities in the project area.
 - Easement information for any water, sewer, or storm water in the project area.
 - Guidance on the extent of relocation work necessary for CBU facilities identified in the corridor (relocate or protect in place)
 - Submission via email of AZTEC's utility relocation plans to INDOT for review and comment. This review is assumed to be cursory and not a formal INDOT review.



D. Assumptions regarding Utility Design include the following:

- Submittals to CBU in accordance with their review process. Design of CBU facilities will follow current CBU Standards and Specifications. City Planning and Engineering Project Management staff will be copied on all correspondence with CBU.
- CBU relocation design will be incorporated into Roadway plans and bid simultaneously as one project. AZTEC coordination with the City of Bloomington Utility Service Board is not anticipated.
- AZTEC will coordinate with City ITS staff to determine their needs for fiber optic facilities in the corridor and copy City Planning and Engineering Project Management staff on all correspondence.
- Meetings with Utility Service Board (USB) and USB approvals are not anticipated for the project.
- Design of the fiber conduit will include conduit and hand holes only. AZTEC will not be involved in the design of the fiber line and associated equipment.
- AZTEC will not identify any future utility needs for the City as part of the design. Design of utility alignments and service requirements of future utilities will not be provided as part of these services.
- AZTEC will provide utility relocation plans to the City for their review and comment concurrently with INDOT's cursory review of the relocation plans. INDOT's review will not be the formal review conducted for a typical LPA project with federal aid. INDOT reviews of over two (2) weeks may delay the project schedule.

6. Structural Design

A. AZTEC's scope and cost proposal for Structural Design services include the following:

- Retaining wall design for approximately 500 ft. of retaining wall where the roadway may be lowered west of the Lindbergh Drive intersection and in other locations where ROW is constrained.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of retaining walls within the public ROW.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Structural Design.

C. The City will provide the following:

- Direction on the desired aesthetics for new retaining walls in the corridor.

D. Assumptions regarding Structural Design include the following:

- Retaining wall is anticipated to be used where the roadway profile is being lowered and in areas where ROW is constrained.



7. **Drainage Design**

A. AZTEC's scope and cost proposal for Drainage Design include the following:

- A storm water system to capture runoff via ditches, curb and gutter, inlets and storm pipe.
- A Storm Water Pollution Prevention Plan (SWPPP) and Rule 5 permit for land disturbance of over 1 acre in accordance with 320 IAC 15 Rule 5.
- Post-construction Best Management Practices (BMPs) including surface stabilization, runoff control, runoff conveyance, outlet protection, and storm water quality measures.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of storm water infrastructure elements.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Drainage Design.

C. The City will provide the following:

- Feedback in written form or on plan mark-ups for formal plan submissions.
- Input on permanent drainage elements for inclusion in the design plans and specifications.
- As-built information, if available, of public and private storm water infrastructure for City projects and private developments in the project area.
- Direction on preferred Storm Water Quality BMPs for implementation in the drainage design.

D. Assumptions regarding **Drainage Design** include the following:

- The City will review plan submissions for drainage design and Rule 5 review. However, the SWPPP plans ultimately will be submitted for agency review and permit issuance to the Monroe County Soil and Water Conservation District and IDEM.
- The 2-year pre-development and 2-year post development storm water runoff must match. The same applies to the storm water design for the 10-year and 100-year rainfall events.
- Storm water detention will not specifically be required by the City because the design will extend storm water pipe for the length of the project.
- Detention may be utilized as a post-construction BMP for storm water quality as directed by the City.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



8. **Right-of-Way Engineering Services**

A. AZTEC's scope and cost proposal for ROW Engineering Services include the following:

- Preparation of ROW Exhibits (Plats) for parcels requiring acquisition.
- Preparation of Legal Descriptions for parcels requiring acquisition.
- Management of ROW Acquisition sub-consultant activities.
- Appraisal Problem Analyses (APAs), Appraisals, and Review Appraisals following the Uniform Act process established by INDOT.
- Title and Encumbrance Reports to identify all recorded encumbrances on potential ROW.
- ROW Engineering and a route plat survey for the project.
- Buying and ROW management services to facilitate an organized, prioritized acquisition process. AZTEC will utilize a two track process identifying and prioritizing higher priority parcels and lower priority parcels for acquisition. High priority parcels will begin the acquisition process first.

B. AZTEC's sub-contractors for **ROW Engineering & Acquisition Services** include the following companies (please refer to their respective scopes of services attached at the end of AZTEC's scope):

- *Todd Taylor* – ROW Buying Services
- *Monroe-Owen Appraisals* - Appraisals
- *First Appraisal Group* – APAs and Review Appraisals

C. The City will provide the following:

- Recording fee reimbursement at cost.
- Review and approval of appraisers' Statements for Basis of Just Compensation by City Legal. AZTEC will provide the text and documents and disperse offer letters after receiving City approval.
- Review and authorization to distribute 10-day letters before the end of the 30 day offer period or as otherwise determined by the City. AZTEC will provide the text of the 10-day letter to the City for approval.
- Approval of administrative settlements
- Submission of documentation of parcel acquisitions to INDOT via email for review and comment. The INDOT review is assumed to be cursory and not a formal INDOT review.

D. Assumptions regarding **Right-of-Way Acquisition Services** include the following:

- Up to 20 parcels require acquisition. The ROW Acquisition will follow the Uniform Act but not the INDOT process utilizing the LRS system.
- Without APAs, the type of appraisal necessary (e.g. waiver valuations, long form and/or short form) are unknown. As a result, ROW services are proposed as a "cost-plus, not-to-exceed" amount.
- For parcels identified for waiver valuations, a review appraisal will not be necessary and would therefore not be conducted.



- ROW acquisition is "fee simple," so ROW will not be acquired as easement.
- ROW acquisition documentation will be provided to the City to email to INDOT for a cursory review but not INDOT's formal approval of land acquisition via the LPA process using federal funds.

9. **Landscape Architecture Services**

A. AZTEC's proposed estimate to provide Landscape Architectural design services is based on the following:

- Basic Landscaping elements including street trees, retaining wall aesthetics, final contours, and re-establishment of turf.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Landscaping Services.

C. The City will provide the following:

- Review and comment of formal submissions in written form or on plan mark-ups.
- Direction regarding selection of landscape elements for inclusion in the landscape plans.

D. Assumptions regarding **Landscaping Services** include the following:

- The project does not include a formal streetscape design. Decorative lighting, provisions for public art opportunities, specialized signage, decorative plantings, etc. are not included in the scope and would be added with a contract modification.
- Street tree species selection and will be coordinated with the City Urban Forester and Tree Commission. City Planning and Engineering Project Management staff will be copied on all correspondence.
- Removal of trees in the public ROW will follow the City Ordinance for removal of trees in the ROW and coordinated with the City Urban Forester and Tree Commission.

10. **Environmental Services**

A. AZTEC's proposed estimate to provide Environmental Services for the design of this project is based on the following:

- Compliance with IEPA including a state clearance document in a format provided by INDOT, or if no established format or requirements exist, an adapted INDOT CE/EA form removing references and requirements to federal references. The only alternatives considered will be build and no-build.



- A red-flag Investigation (RFI) to determine if Phase I investigations are recommended for properties requiring ROW acquisition.
 - A Public Involvement Plan (PIP) which includes early coordination letters for agencies and stakeholders distributed on City letterhead.
 - Three public meetings (see **2. Meetings**) held at City or another public facility.
 - Consultation with INDOT-CRO to determine whether an archaeological survey is needed.
 - Storm water requirements will be handled with a Rule 5 permit through IDEM.
- B. AZTEC will not utilize sub-consultants for Environmental Services.
- C. The City will provide the following:
- Appropriate staff for purposes of coordination regarding project impacts on historic properties, tree canopy, karst features, etc.
 - Assessment and feedback in written form or on plan mark-ups regarding project compliance with applicable City ordinances and overall environmental impacts.
 - Direction regarding any required mitigation as a result of the project.
- D. Assumptions regarding Environmental Services include the following:
- Right-of-way will be acquired for this project. It has been assumed that acquisitions will not result in any residents or businesses being displaced.
 - If an archaeological survey is required, that effort will be submitted under a separate scope and cost.
 - There is no involvement with farmland.
 - There will be no socioeconomic impacts or impacts to protected populations as a result of the project. No detailed analysis of these resources will be performed.
 - No detailed analysis of secondary and/or cumulative impacts will be performed
 - Because this project will not increase through-capacity, traffic speeds, heavy truck percentage, or substantially change the vertical profile of the road, no traffic noise analysis will be performed.
 - The project is located in an area that meets NAAQS; no air quality analysis is required
 - No detailed analysis of visual resources impacts is required.
 - Construction-related impacts will be addressed through compliance with Bloomington municipal code and construction/excavation permitting requirements.
 - Traffic control, property access, and detours will be designed and implemented in accordance with Bloomington municipal code. Access to adjacent residences and businesses will be maintained throughout construction.
 - No cemetery will be impacted by this project.
 - Section 4(f) does not apply to this project because no federal aid funds will be used.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



- Although the City of Bloomington is not a party to the Karst MOU, the project will abide by the stipulations of the MOU should karst impacts be identified during construction
- Impacts to Endangered Species Act-protected species and nesting birds protected under the Migratory Bird Treaty Act will be coordinated with the Indiana Department of Natural Resources Division of Fish and Wildlife.
- There are no apparent US Army Corps of Engineers jurisdictional streams or wetlands in the project limits. Section 404/401 permitting is not a requirement of this project.
- There are no anticipated impacts to ground or drinking water.
- The project area does not occur within a sole source aquifer area.
- According to the FEMA FIRM map for the area, there are no floodplains in the project limits.
- There are no State Natural, Scenic, and Recreational Rivers in the project limits.

11. General Administration

A. AZTEC's proposed estimate to provide General Administration services for the design of this project is based on the following:

- Coordination with City of Bloomington as needed for the design.
- Coordination with sub-consultants as required for the design services.
- Administration of project-related office services (meeting agendas, contract administration, copies, invoicing, etc.)
- A Quality Control Review of all plans and calculations will occur for each submittal. This activity is accounted for in the individual design categories and review activities are directed by the Quality Manager.
- AZTEC will provide an engineer's construction cost estimate and bid schedule as part of the 60% and 100% submittals. AZTEC will also provide conceptual estimates presented as a cost range specifically for any options presented at public meetings.
- AZTEC will provide technical specifications for the projects as part of the 100% final submittal.

B. AZTEC will not utilize sub-consultants for Project General Administration.

12. Exclusions

In addition to the exclusions noted in the prior text, the following items have also been excluded from the scope of services:



- Traffic engineering / traffic studies in the 17th Street corridor.
- Pavement design in accordance with the INDOT Design Manual.
- Environmental services and approvals following the NEPA process.
- Formal streetscape design in the 17th Street corridor.
- US Army Corps of Engineers 401 & 404 permits applications.
- Railroad coordination and permitting.
- Formal INDOT plan review submissions following the INDOT-LPA process for federal aid projects.
- ROW Relocation Services.
- Construction inspection and materials testing services.

EXHIBIT A.1
BRCJ Survey Scope & Cost

September 19, 2016

Adrian Reid
AZTEC Engineering
320 West 8th Street, Suite 100
Bloomington, Indiana 47404
Office: 812.717.2560
Email: areid@aztec.us

Re: City of Bloomington 17th Street Project - Bloomington, Indiana

Mr. Reid,

Bledsoe Riggert Cooper James, Inc. (BRCJ) is pleased to present this professional surveying services proposal for the City of Bloomington 17th Street project. We propose to perform the following scope of services for a **Lump Sum Fee of \$29,225.00.**

SCOPE OF SERVICES:

- 1) Prepare a Route Survey per Title 865 Indiana Administrative Code.
 - a. Establish apparent right-of-way lines on both sides of 17th Street from the west end of the 17th/Arlington Road roundabout project to the I-69 project limits near the intersection of North Crescent Road.
 - b. Provide the parcel number, current owner, current deed of record, and the property address of the parcels affected.
- 2) Prepare a topographic survey.
 - a. A topographic survey will be performed based on the attached Proposed Topographic Survey Limits for approximately 15 acres. Area under construction for the Vernal Pike I-69 bridge near the west end of the 17th Street project is not included in the survey limits.
 - b. Locate trees 4" in diameter and larger. Note the size and if it is a deciduous or a coniferous tree.
 - c. Locate visible (risers, meters, valves, ect...) utilities and utilities marked by Indiana 811. Overhead utilities will be identified as overhead without special investigation to the type or nature.
 - d. Locate storm and sanitary structures. Rim, inverts, and pipe sizes will be noted.
- 3) Established horizontal/vertical control.
 - a. Horizontal control will be established on a random local coordinate system.
 - b. Distances will be provided as ground distances.
 - c. Vertical control will be based upon the NAVD 88 Datum. The correction between the I-69 vertical control and NAVD 88 will be noted for transition into the I-69 project at the west end of the 17th Street project.
 - d. Horizontal/Vertical control will be established every 500' along the limits of the project.
- 4) Provide a final AutoCAD Civil 3D drawing (.dwg) and PDF (.pdf) of the combined Route Survey and topographic survey once completed.
- 5) Schedule.
 - a. Research will begin within 1 week of notice to proceed.
 - b. Field work will begin within 2 weeks of notice to proceed.
 - c. Project will be completed 4 to 6 weeks after notice to proceed pending any weather delays.

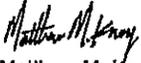
Work not included in the scope of services will be provided at the hourly rates shown on the included BRCJ Hourly Fee Schedule or by an approved lump sum fee proposal.

Term & Conditions of payment:

- Invoices will be rendered monthly based on the approximate percentage of services complete.
- The client is responsible for full payment within Thirty (30) days after an invoice is rendered.
- BRCJ may assess a fee of one and one-half percent (1-1/2%) per month for past due invoices.
- The above stated lump sum price will be accepted for 30 days from the proposal date.

Please sign and return a copy of this proposal for notice to proceed.

Sincerely,



Matthew M. Knoy | PS
Bledsoe Riggert Cooper James, Inc.

Clients Signature Date

BRCJ HOURLY FEE SCHEDULE

Registered Land Surveyor	\$120.00
Registered Engineer	\$120.00
Graduate Surveyor / Engineer	\$84.00
Two-Man Survey Crew (Including GPS and Robotics Crew)	\$120.00
Drafting	\$74.00
Surveying / Engineering Technician	\$74.00
Clerical	\$64.00

NOTE: Time charged to jobs will include any time spent traveling to and from the site.

PROPOSED TOPOGRAPHIC SURVEY LIMITS

Page 3 of 3
City of Bloomington
17th Street Project

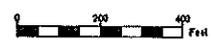
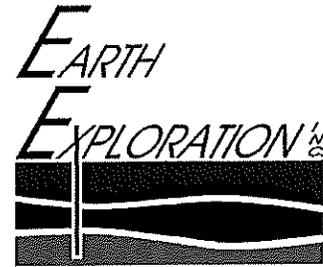


EXHIBIT A.2
Earth Exploration Scope & Cost

September 16, 2016

Mr. Adrian Reid, P.E.
AZTEC Engineering Group, Inc.
1145 N. Sunrise Greetings Ct.
Bloomington, IN 47404



7770 West New York Street
Indianapolis, IN 46214-2988
317-273-1690 (FAX) 317-273-2260

2204 Yankee Street
Niles, MI 49120
269-262-4320 or 574-233-6820
(FAX) 269-262-4479

Re: Proposal for Professional Services
Geotechnical Evaluation and Pavement Analysis
17th Street Improvements
Bloomington, Indiana
EEI Proposal No. P1-16-657

Dear Adrian:

Earth Exploration, Inc. (EEI) is pleased to submit the following proposal to perform professional services for the referenced project. This proposal is in response to you recently being selected by the city and our telephonic conversation on September 14th.

PROJECT DESCRIPTION

We understand that the City of Bloomington is planning to make improvements to 17th Street from near Crescent Road to near Monroe Street for a total distance of about 1,900 ft. Based on our conversation, the improvements are expected to include pavement reconstruction, and the typical section will include no less than two travel lanes with curb and gutter and a 10-ft wide multi-use path. To accommodate the typical section and minor vertical curve corrections, you anticipate that up to 500 ft of new retaining wall construction will be required but that the wall will not exceed a total height of 5 ft. Along with the curb and gutter, drainage improvements are planned to include new storm sewers, and we have assumed they will be established up to 10 ft below the surface. Additional information such as MOT during construction, any intersecting roadway improvements, and retaining wall geometry is not known at this time.

SCOPE OF SERVICES

We will complete a geotechnical evaluation to conform to the standard of care and perform an analysis of the adjacent (new) pavement sections for use as the section for 17th Street. Our geotech evaluation will assess the impacts of the soil (and rock) conditions on the proposed design and construction. Based on our review of publicly-available geologic information and experience in the area, the subsurface conditions within the depth of interest are anticipated to consist of moderate to high plasticity cohesive soils overlying bedrock likely within the depth of interest.

Our scope of services will include:

1. Performing up to four borings for the roadway to an average depth of 12 ft (depending on the depth of new storm structures) and up to five borings to a depth of 15 ft for the retaining wall(s). Depending on the depth to rock and pending details of the planned improvements, soundings to rock may also be performed between the boring locations. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals. The borings will be performed with flagmen for traffic control. The borings will be backfilled at completion of the field work with auger cuttings and bentonite chips, and the pavement will be patched. EEI will locate the test borings using measurements from existing site features shown on plans to be provided. Furthermore, we will obtain permits and contact Indiana 811 to arrange an underground utility line location check;
2. Performing appropriate laboratory tests including visual soil classification, hand penetrometer readings, moisture content, grain size analysis, Atterberg limit determinations, moisture-density relations, CBR, pH, and unconfined compression;
3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical considerations regarding:
 - a. Subgrade preparation and improvement, as necessary, for support of sewer structures, embankment fill, and pavement;
 - b. Pavement and retaining wall design parameters;
 - c. Placement and compaction of embankment fill and backfill for sewer and retaining structures; and
 - d. Potential construction problems due to the subsurface conditions encountered (e.g., soft subgrade difficulties, rock excavation, etc.); and
4. You have requested evaluation of adjacent pavement sections for use as the section for 17th Street. As such, we will perform an analysis of those sections using traffic information and performance expectations to be provided by others. Our analyses will be completed using the MEPDG approach (AASHTOWare PavementME) in general accordance with Ch. 304 of the INDOT Design Manual and applicable memoranda. We have not included temporary pavement, an alternate pavement type, S-lines, or life cycle cost analyses in our effort. We will prepare a brief letter summarizing the results of our analyses.

As you are aware, the geologic conditions in the area are karstic. Our scope does not include an evaluation of karstic features, and risks of unknown karstic conditions will be present. If suspected karstic features are exposed during our evaluation, we will contact you for further direction.

Mr. Adrian Reid, P.E.
AZTEC Engineering Group, Inc.
17th Street Improvements – Bloomington, IN

September 16, 2016
Page 3

COST

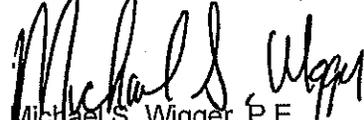
We propose to provide our services on a unit rate basis in accordance with the attached Cost Estimate, and we estimate that cost to be up to \$10,700. Please recognize that the fee is approximate because it is based on estimated quantities and only narrative project information at this time. If any significant variations develop during the course of our evaluation, we will advise you so that our efforts can be effectively directed.

CLOSURE

We anticipate that you will prepare an agreement outlining the terms and conditions for our review. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

EARTH EXPLORATION, INC.


Michael S. Wigger, P.E.
Vice President

Enclosure: Cost Estimate

COST ESTIMATE
Geotechnical Evaluation
 17th Street Improvements
 Bloomington, Indiana

EXPLORATORY FIELD ACTIVITIES

Mobilization and demobilization	1 LS	\$525.00 / LS	525.00
Test boring with SPT sampling	125 ft	\$15.00 / ft	1,875.00
Shelby tube sampling	ea	\$60.00 / ea	
ATV-mounted equipment	day	\$300.00 / day	
Rock coring	10 ft	\$31.00 / ft	310.00
Rock core set-ups	2 ea	\$85.00 / ea	170.00
Soundings	75 ft	\$7.50 / ft	562.50
Pavement cores	ea	\$120.00 / ea	
Road closure	day	\$100.00 / day	
Traffic control (flagmen)	2 day	\$600.00 / day	1,200.00
Boring layout, permits and utility coordination	1 LS	\$720.00 / LS	720.00
Support truck	2 day	\$100.00 / day	200.00
		Subtotal	5,562.50

LABORATORY

Visual soil/rock classification, moisture content and hand penetrometer readings	4 hr	\$75.00 / hr	300.00
Atterberg limits	5 ea	\$75.00 / ea	375.00
Grain size analysis	1 ea	\$120.00 / ea	120.00
pH determination	5 ea	\$30.00 / ea	150.00
Unconfined compression	3 ea	\$80.00 / ea	240.00
Standard Proctor	1 ea	\$145.00 / ea	145.00
California bearing ratio (CBR)	1 ea	\$400.00 / ea	400.00
		Subtotal	\$1,730.00

ENGINEERING

Geotechnical report	1 LS	\$1,800.00 / LS	1,800.00
Pavement analysis	1 LS	\$1,600.00 / LS	1,600.00
		Subtotal	\$3,400.00

Estimated Total \$ 10,692.50

EXHIBIT A.3
CBBEL Scope & Cost



September 20, 2016

Adrian Reid, PE
Aztec Engineering Group Inc.
320 W. 8th St.
Suite 100
Bloomington, IN 47404

Subject: **17th Street Improvements (Lismore Drive to Monroe Street)
Professional Services Proposal**

Dear Mr. Reid

Christopher B. Burke Engineering, LLC (CBBEL) is pleased to provide this proposal for professional engineering services related to the 17th Street Roadway Improvements in Bloomington Indiana. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that Aztec Engineering Group Inc. (Aztec) was selected by the City of Bloomington to provide professional services related to the 17th Street Improvements project from Lismore Drive to Monroe Street. The ultimate goal of the project is to improve the level of service and connectivity needs of 17th Street for the City of Bloomington. CBBEL staff is familiar with the changes to the roadway systems surrounding 17th Street and the need for improvements. CBBEL staff, as a part of the overall project, will assist with the utility coordination for the sizable amount of utility infrastructure within the project limits.

SCOPE OF SERVICES

Services to be provided by CBBEL for this work have been identified as follows:

Task 1 – Utility Coordination: CBBEL staff will provide documentation and preliminary drawings (to be completed by Aztec) to utilities within the project limits. CBBEL staff will review the survey data provided by Aztec and will discuss solutions to protect in place as much infrastructure as practical. CBBEL staff will review information received from the utilities and coordinate with Aztec during the design to help finalize agreement documentation when utility infrastructure will be required to relocate. CBBEL staff will also plan on visiting the project site occasionally when relocations are occurring. It is assumed that City of Bloomington Utilities (CBU) (water, sewer & possibly in the near future fiber conduit), Vectren gas, AT&T, Duke Transmission, Duke Distribution, Zayo Fiber Solutions, and U.S. Signal are within the project limits. It is assumed that CBU water, sewer and Vectren gas will need to be relocated or adjusted. If there are additional utilities not listed above or additional utilities that need to be relocated within the project limits additional staff time may be needed which may require additional fee. CBBEL has assumed a total of 64 hours of staff time for this task.

Task 2 – Meetings: CBBEL staff anticipate coordination meetings with each of the utilities within the project limits to discuss the overall project, infrastructure protection, alternative solutions and relocations if needed. CBBEL staff would expect to provide agendas and meeting minutes for each meeting. CBBEL anticipates:

- 3 meetings with the City of Bloomington Utilities
- 2 meetings with Vectren gas
- 1 meeting with AT&T

- 1 meeting with Duke Transmission
- 1 meeting with Duke Distribution
- 1 meeting with Zayo Fiber Solutions
- 1 meeting with U.S. Signal

CBBEL staff also anticipate five meetings in Bloomington with Aztec staff to discuss coordination, design or other requests for meeting. CBBEL has assumed a total of 60 hours of staff time for this task.

EXCLUDED SERVICES

Based on information available at this time, CBBEL does not believe that the services listed below will be required to complete utility coordination. If conditions change and any of the services listed below (or other services not described above) are required, CBBEL will prepare a contract amendment for the required services. Services not included in this contract:

1. Utility coordination following INDOT guidelines and documentation requirements
2. Design, permitting or construction observation services

ESTIMATED FEE

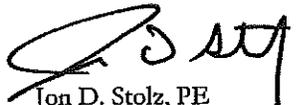
We have estimated the total fee for completing this project should not exceed **\$18,000**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by CBBEL will make null and void this agreement. Any time commitment made by CBBEL as part of the agreement does not begin until CBBEL has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Mark Kaiser, PE at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY AZTEC ENGINEERING GROUP, INC.:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
 General Terms and Conditions



Standard Charges for Professional Services, January 2016

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V.....	190
Engineer IV.....	168
Engineer III.....	139
Engineer I/II.....	111
Resource Planner V.....	151
Resource Planner IV.....	139
Resource Planner III.....	125
Resource Planner I/II.....	105
Engineering Technician IV.....	145
Engineering Technician III.....	130
Engineering Technician I/II.....	105
CAD II.....	121
CAD I.....	107
GIS Specialist III.....	130
GIS Specialist I/II.....	95
Environmental Resource Specialist V.....	151
Environmental Resource Specialist IV.....	139
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	99
Administrative.....	69
Engineering Intern.....	60
Information Technician I/II.....	69

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

**Charges include overhead and profit*



1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including

salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole

risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not

limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. Indemnity Clause: When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

EXHIBIT A.4
Todd Taylor Scope & Cost

TODD V. TAYLOR

September 15, 2016

AZTEC Engineering
320 W. 8th Street, Ste. 100
Bloomington, IN 47404
Attn: Adrian Reid, Associate Vice President

Re: West 17th Street, Bloomington, Indiana

Dear Adrian:

I very much appreciate the opportunity to work with AZTEC on the West 17th Street Project. I am attaching a draft scope of services for the right-of-way buying activities. The following are my proposed fees:

Right-of-way buying - 20 parcels (estimated) @ \$1,700 each	\$34,000.00
Recording of documents - 20 parcels (estimated) @ \$75 each	<u>\$1,500.00</u>
TOTAL	\$34,150.00

Please let me know if I can provide you anything further.

Most sincerely,



Todd Taylor

Enclosures

A. NEGOTIATION SERVICES

In performing negotiation services, the SUBCONSULTANT shall:

1. Make a prompt offer to acquire each parcel for the full amount, which has been established and approved as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested.
2. Provide the parcel owner a copy of the appraisal as the written statement explaining the basis for the amount of compensation, which has been established.
3. Make all reasonable efforts to personally contact each owner or his/her designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
4. Give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations. This brochure is to be given to the owner no later than the first contact where the offer is discussed.
5. Provide a RAAP #5 Daily Notice form for any parcel that requires relocations.
6. Give the owner of improvements located on lands being acquired for right-of-way the option of retaining those improvements at a retention value determined by the SUBCONSULTANT and approved by owner.

7. Provide a revised offer and summary statement of just compensation to the owner if the extent of the taking is revised, or the approved estimate of just compensation is revised by the Review Buyer.
8. Maintain adequate records to include a report for each parcel containing but not limited to the date and place of contact, the parties of interest contacted, the offer made, the counter offer or reasons offer was not accepted.
9. Complete all work so that it is sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CRF Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The SUBCONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual" and any necessary interpretation of these furnished by INDOT.
10. Provide a copy of the report to the property owner on each contract.
11. Record his/her recommendation for action, if the efforts are unsuccessful, and submit the recommendations to owner. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement or a condemnation report shall be filled out and submitted with the completed file.

EXHIBIT A.5
Courtland Title Scope & Cost

Robert L. Lemke, Jr.

From: Cathy Neal <cneal@courtlantitle.com>
Sent: Friday, September 16, 2016 12:22 PM
To: Adrian Reid
Subject: Re: Bloomington - 17th Street Project

Hello,

I looked over your materials and reviewed my prior notes on this project. I believe I quoted \$330 + copies for residential properties and \$550 + copies for commercial. Not knowing how many parcels yet or how they are zoned, I cannot give you a bottom line figure; however, to make it easier for your expense planning, we would be willing to do the searches for a flat rate of \$330 residential and \$550 commercial, and include all copies at no extra charge.

If you are ready to go on this, please provide us with a list of the properties affected and a NTP. If you need further information, please do not hesitate to contact us.

We look forward to working with you on this project.

Thank you,

Cathy Neal
Courtland Title & Escrow, Inc.
1090 State Road 39 ByPass S
Martinsville, IN 46151
Ph. (765) 342-2400
Fax (765) 342-2424

This message is for the named individuals' use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any accidental transmission. If you receive this message in error, please immediately destroy it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient.

From: Adrian Reid <AReid@aztec.us>
Sent: Wednesday, September 14, 2016 11:52 AM
To: Cathy Neal
Subject: RE: Bloomington - 17th Street Project

If you can't locate what I sent you, attached is our proposal to the City.

Adrian Reid, P.E.
Associate Vice President

EXHIBIT A.6
Monroe Owen Scope & Cost

Robert L. Lemke, Jr.

From: Shawn Patterson <smpappraiser@gmail.com>
Sent: Wednesday, September 14, 2016 10:38 AM
To: Adrian Reid
Subject: 17th Street Project - Appraisal Fee Schedule
Attachments: INDOT Real Estate Services Fees 2016 Final.pdf

Adrian,

Attached is the INDOT Real Estate Services Fee Schedule. As I said on the phone earlier, it is much simpler to determine fees for each appraisal type.

Thank you for asking me to work on this project. As indicated, I am able to write the APAs and appraisals for the project. I understand that you will ask First Appraisal Group to do the review appraisals.

If you need me to help you in any way, let me know.

Thanks again!

Shawn M. Patterson, MAI, AI-GRS
Indiana Certified General Appraiser
CG#49600166
Monroe/Owen Appraisal, Inc.
702 W. 17th Street
P.O. Box 155
Bloomington, IN 47404
1.812.332.5744 – Phone
1.812.327.8934 – Cell Phone
1.812.339.2296 – FAX
Smpappraiser@gmail.com
www.monroeowenappraisal.com
[What is an MAI/AI-GRS?](#)

Click [here](#) to report this email as spam.

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at <http://www.in.gov/ido/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,000.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate Includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary *ri/w* costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

The \$125.00 per parcel fee is applicable up to 60 parcels, the fee for projects larger than 60 will be negotiated based upon complexity.

Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to: current photo of the subject property and approximate area of taking (3.5 X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated setback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. **Waiver Valuation Includes:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. **Appraisal Reports to Include:** all processes and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); *ri/w* plan sheet of the subject property; aerials of the subject; property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in entering and analyzing cost to cure items; obtain and review of FF&E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$225
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$500 without INDOT approval	\$100
Value Finding: Any Property Type (Improved or Unimproved)	\$1,700
Short Form: Any Property Type (Improved or Unimproved)	\$2,500
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,500
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,000
Long Form: Any Property Type (Unimproved)	\$3,000
Long Form: Residential / Ag (Improved)	\$4,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,000
Excess Land Appraisal	\$500

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Review Appraisal Services

Appraisal Review Reports to include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Mentor to appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FF&E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, etc.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$350
Value Finding: Any Property Type (Improved or Unimproved)	\$850
Short Form: Any Property Type (Improved or Unimproved)	\$1,200
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,300
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$1,900
Long Form: Any Property Type (Unimproved)	\$1,400
Long Form: Residential / Ag (Improved)	\$1,900
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,500

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done it; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, etc.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,700
Temporary / Access Rights	\$1,400

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments include: Inputting data into LRS, onsite meetings with assigned appraiser to determine real and personal property, initial Relocation meeting with the displacee to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displacee. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is issued - 30% payment when RW is cleared.	\$3,550
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when RW is cleared.	\$3,550
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is issued - 30% payment when RW is cleared.	\$1,500



EXHIBIT A.7
First Appraisal Group Scope & Cost

Robert L. Lemke, Jr.

From: Wayne Johnson, MAI, RM <wjohnson@firstappraisalgroup.com>
Sent: Wednesday, September 14, 2016 1:57 PM
To: Adrian Reid
Cc: Ashley Johnson-Wilcoxon, MAI
Subject: 17th Street

Aztec Engineering Group, Inc.

Adrian,

Thanks for the call today.

Please include us for consideration in completing land acquisition appraising, or review appraising services as a subcontractor for the upcoming 17th Street project.

We will provide either service and prefer the appraising function, but we will also do the review work.

We will adhere to the most current INDOT fee guidelines for appraisal and /or review appraisal fees and APA fees at the time the project is ready to proceed.

If, in the meantime, anything comes up or you have questions, please feel free to call or email.

We are looking forward to working with you and the City of Bloomington.



1569 South Piazza Drive
Bloomington, Indiana 47401
(812) 337 0772

Ashley A. Johnson-Wilcoxon, MAI
Wayne F. Johnson, II, MAI, RM, MRICS



Click [here](#) to report this email as spam.

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,000.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate Includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

The \$125.00 per parcel fee is applicable up to 50 parcels, the fee for projects larger than 50 will be negotiated based upon complexity.

Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to; current photo of the subject property and approximate area of taking (3.5 X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated subback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. **Waiver Valuation Includes:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. **Appraisal Reports to include:** all processes and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); r/w plan sheet of the subject property; aerials of the subject property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in ordering and analyzing cost to cure items; obtain and review of FFA & E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$225
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$500 without INDOT approval	\$600
Value Finding: Any Property Type (Improved or Unimproved)	\$1,700
Short Form: Any Property Type (Improved or Unimproved)	\$2,600
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,800
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,000
Long Form: Any Property Type (Unimproved)	\$3,000
Long Form: Residential / Ag (Improved)	\$4,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,000
Excess Land Appraisal	\$600

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Review Appraisal Services

Appraisal Review Reports to include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Monitor appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FFA & E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, etc.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$360
Value Finding: Any Property Type (Improved or Unimproved)	\$650
Short Form: Any Property Type (Improved or Unimproved)	\$1,200
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,350
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$1,800
Long Form: Any Property Type (Unimproved)	\$1,430
Long Form: Residential / Ag (Improved)	\$1,800
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,600

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done it; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, etc.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,700
Temporary / Access Rights	\$1,400

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments include: inputting data into LRS, onsite meetings with assigned appraiser to determine real and personal property, initial Relocation meeting with the displacee to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displacee. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is issued - 30% payment when R/W is cleared.	\$3,650
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when R/W is cleared.	\$3,650
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is issued - 30% payment when R/W is cleared.	\$1,600



EXHIBIT A.8
Utility Potholing Scope & Cost



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2554 | F: 812.333.3941
www.aztec.us



SUE Scope of work for City of Bloomington

Utility Services

1.0 Potholing

AZTEC Engineering Group, Inc. will pothole all facilities determined by the designers to be in potential conflict with the project design. This excavation will be performed using a non-destructive method consisting of high-pressure air and vacuum extraction.

2.0 Restoration

AZTEC will restore excavated locations in accordance with the requirements of the City of Bloomington.

3.0 Permitting

AZTEC will acquire all the appropriate permits. It is assumed that work for the city within the city limits will be a no cost permit.

4.0 Survey

Aztec will provide survey to pick up the northing, easting, and elevation of each pothole location using the project datum to be provided by the client. In this way we will ensure the accuracy of all information both vertically and horizontally. All this information will be signed and sealed by an Indiana Professional Land Surveyor.

5.0 Reporting

The information gathered will be provided in the form of individual test hole reports accompanied by a summary of the data for the entire project. Each report will include a rough sketch of the location of the hole, the size, type, and ownership of the facility and the holes coordinates.

6.0 Cost Estimate

AZTEC assumes up to 40 utility test hole locations. The cost per hole to include all the services above at a rate \$1000.00 per locations for a total of \$40,000.00.

EXHIBIT A.9
Cost Proposal Summary

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555
 FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)
 City Project Number:
 AZTEC Project No.: INMUN1601
 Date: January 4, 2017
 Revision: 3

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	120	\$ 180.00	\$ 21,600
Senior Project Engineer	544	\$ 150.00	\$ 81,600
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,376	\$ 100.00	\$ 137,600
Technician/Drafter	991	\$ 90.00	\$ 89,190
Project Assistant/Admin.	96	\$ 60.00	\$ 5,760
Totals	4,135		\$ 466,790

Total Estimated Labor - AZTEC \$ 466,790

DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ 600
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ 50
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ 1,328
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ 960

Total Direct Expenses - AZTEC \$ 2,938

Total Estimated Project Fee - AZTEC (Lump Sum) \$ 469,728

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 29,225
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000

Subconsultant Sub-total (Lump Sum) \$ 57,925

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 8,800
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 60,000
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 33,100
Utility Pot-holing (Assume 40 @ \$1000)	\$ 40,000

Subconsultant Sub-total (Cost-Plus to Max) \$ 177,400

Total Estimated Contract Value \$ 705,053

Robert L. Lemke

Rob Lemke, P.E., Project Principal

1/4/2017

DATE

TEAM AZTEC
 17th St (Vernal OP to Monroe RAB)
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
1. DATA COLLECTION										
As-Built Plans				4				4		
Right of Way Plans				4				4		
Utility Information				4				4		
Subtotal Data Collection Items				12	0	0	0	12	0	0

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
2. MEETING PREPARATION / PARTICIPATION										
Early Public Outreach Meeting (1 mtg @ 1 persons @ 2 hours)				2	2					
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Public Open House Meeting - 80% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Utility Field Check Meeting - 60% completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
City Boards & Commissions Meetings (3 meetings @ 1 persons @ 2 hours)				6	6					
Status Update Meetings (10 meetings @ 3 persons @ 2 hours)				30	10	20				
Pre-bid Meeting (1 meeting @ 2 persons @ 2 hours)				4		4				
Subtotal Meeting Preparation / Participation Items				60	24	36	0	0	0	0

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
3. SIGNING, MARKING, LIGHTING, AND MOT										
Signing and Marking Detail Sheets & General Notes		1	20	20			10			10
Signing and Marking Plan Sheets	20	4	20	80			20			60
Lighting Detail Sheets & General Notes		1	30	30			10			20
Lighting Plan Sheets	20	4	30	120			40			80
MOT Detail Sheets & General Notes		2	30	60			20			40
MOT Plan Sheets	500	1	30	30			10			20
Comment Review, Responses, & Resolution Meetings				15		8		8		
Quantities/Cost Estimate/Bid Specifications				32		18	18			
Quality Control				16		16				
Subtotal Signing, Marking, Lighting and MOT Items		13		404	0	150	24	0	230	0

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
4. ROADWAY DESIGN										
Cover		1	24	24					24	
Develop Project Base Sheets	20	6	5	30					30	
General Notes/Typical Section		2	50	100		16	40		44	
Geometric Control Sheet		1	50	50		4	18		30	
Detail Sheets		2	50	100		10	40		44	
Plan Sheets (Plan & Profile)	20	8	60	360		60	100		140	60
Plan Sheets (Project Details)	20	6	60	360		60	100		140	60
Cross-section Drawings		15	15	225			50		100	75
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		18	18			
Quality Control				16		16				
Subtotal Roadway Items		39	33.7	1313	0	198	370	552	195	0

TEAM AZTEC
 17th St (Vernal OP to Monroe RAB)
 PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

5. UTILITY DESIGN	SCALE	NO. SHTS.	HRS/SH	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Utility Conflict Assessment/Documentation		n/a	n/a	20			10	10		
Water Detail Sheets & General Notes		1	40	40			4	20	18	
Water Plan & Profile Sheets	20	4	50	200			60	70	70	
Sewer Detail Sheets & General Notes		1	20	20			4	8	8	
Sewer Plan & Profile Sheets	20	4	25	100			30	30	40	
Fiber Conduit Detail Sheets & General Notes		1	20	20			4	8	8	
Fiber Conduit Plan & Profile Sheets	20	4	25	100			30	30	40	
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Utility Items		15	37.6	564	0	40	168	176	182	0

6. STRUCTURAL DESIGN	SCALE	NO. SHTS.	HRS/SH	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
General Notes/Typical Section		1	40	40			8	8	24	
Detail Sheets		1	80	80			18	24	40	
Plan Sheets (Plan & Profile)	20	1	60	60			18	18	28	
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Structural Items		3		244	0	40	64	48	92	0

7. DRAINAGE DESIGN	SCALE	NO. SHTS.	HRS/SH	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Prepare Existing Conditions Base Map	20	4	1	4					4	
Review Site and Identify Design Issues		n/a	n/a	16				16		
Develop overall Plan		n/a	n/a	16				16		
Identify and Design Critical Structures for Grade Review		n/a	n/a	16				16		
Identify and Design Critical Structures for Permitting		n/a	n/a	16				16		
Site Ditches		n/a	n/a	16				16		
Storm Water Detail Sheets & General Notes		2	50	100			8	24	58	
Storm Water Plan & Profile Sheets	20	4	50	200			20	60	120	
Prepare Storm Water Management Plan and OSM Manual		n/a	n/a	60			16	44		
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Drainage Items		10		508	0	40	68	208	192	0

TEAM AZTEC
 17th St (Vernal OP to Monroe RAB)
 PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

8. ROW ENGINEERING											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Prepare ROW Exhibits				220			60	160			
Prepare Legal Descriptions				16		16					
Quality Control											
Subtotal Right-of-Way Engineering Items				456	0	16	120	320	0	0	0
9. LANDSCAPING SERVICES											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Landscape Plan Sheets	100	2	30	60				20	40		
Landscape Summary Sheet		1	30	30				10	20		
Comment Review, Responses, & Resolution Meetings				8			4	4			
Quantities/Cost Estimate/Bld Specifications				8			4	4			
Quality Control				4			2	2			
Subtotal Landscaping Items		3		110	0	10	40	60	0	0	0
10. ENVIRONMENTAL SERVICES											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Prepare Environmental Documentation				80				80			
Prepare SWPPP & Rule 5				160				60		100	
Comment Review, Responses, & Resolution Meetings				16			8	8			
Quality Control				16			8	8			
Subtotal Environmental Items				272	0	16	156	0	100	0	0
11. GENERAL ADMINISTRATION											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Administration of Subconsultants and Project Control (12 months @ 16 hours/month)				192	96						96
Subtotal General Administration Items				192	96	0	0	0	0	0	96
SUMMARY OF HOURS											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
TOTALS		83		4135	120	544	1008	1376	991	98	

4135

EXHIBIT A.10
AZTEC Engineering Group, Inc.
Insurance Accord

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2016

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

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

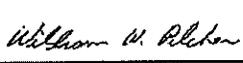
PRODUCER USI Insurance Services LLC 2375 E. Camelback Road #250 Phoenix, AZ 85016 USI CA Resident Lic #0351162	CONTACT NAME: Pat Laplone
	PHONE (A/C, No, Ext): 602-749-4129 FAX (A/C, No): E-MAIL ADDRESS: phx.certificates@usi.biz
INSURED AZTEC Engineering Group Inc. 4561 E McDowell Rd Phoenix, AZ 85008-4505	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Ins Co NAIC # 23035
	INSURER B: Liberty Insurance Corporation 42404
	INSURER C: Catlin Insurance Company, Inc. 19518
	INSURER D: First Liberty Insurance Corp. 33588
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	TB2Z61065463096	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	AS6Z61065463086	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			TH7Z61065463126	01/01/2016	01/01/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC2Z61065463106	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional & Pollution Liability*			AED984930117	01/01/2016	01/01/2017	\$5,000,000 Per Claim \$10,000,000 Aggregate \$100,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The City of Bloomington, the Board, and the officers, employees and agents, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability Automobile Liability policies contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. (See Attached Descriptions)

CERTIFICATE HOLDER City of Bloomington 401 N. Morton St. Bloomington, IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

DESCRIPTIONS (Continued from Page 1)

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

*Professional & Pollution Liability Policy is on a Claims Made Basis. AZTEC Engineering Group, Inc. - Retro Date: 11/01/1992 | Belswenger, Hoch & Associates, Inc. - Retro Date: 01/01/1955

Policy# TB2Z61065463096

Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Health Care Professionals As Insureds
- Item 6. Knowledge Of Occurrence
- Item 7. Notice Of Occurrence
- Item 8. Unintentional Errors And Omissions
- Item 9. Bodily Injury Redefinition
- Item 10. Supplementary Payments – Increased Limits
- Item 11. Property In Your Care, Custody Or Control
- Item 12. Mobile Equipment Redefinition
- Item 13. Newly Formed Or Acquired Entities
- Item 14. Blanket Additional Insured Where Required By Written Contract
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 15. Blanket Additional Insured – Grantors Of Permits
- Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 17. Other Insurance Amendment
- Item 18. Contractual Liability - Railroads

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$200,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V - Definitions is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury".

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.
- C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

- A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.
- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;
- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5 is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 7. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

Item 8. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefinition

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily Injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion J. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

Item 12. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period.

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. Blanket Additional Insured Where Required By Written Contract

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
 - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

(1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 15. Blanket Additional Insured -- Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 17. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV -- Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV -- Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 18. Contractual Liability -- Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: AZTEC Engineering Group Inc</p> <p>Endorsement Effective Date: 01/01/2016</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization with whom you have written agreement to provide this insurance.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract."

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

50020003550960681833773



Issued by Liberty Mutual Fire Insurance Company & First Liberty Insurance Corporation
Liberty Mutual Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**EXHIBIT B
COMPENSATION**

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. **The agreed maximum cost is \$ 705,053.** In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

P.E. / Project Manager	\$180.00/hour
Senior Project Engineer	\$150.00/hour
Project Engineer	\$130.00/hour
Engineer/Designer	\$100.00/hour
Technician/Drafter	\$90.00/hour
Direct Expenses	At Cost
Sub-consultants	At Cost

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following tasks:

Survey	\$ 29,225.00
Geotechnical	\$ 10,700.00
Utility Coordination	\$ 18,000.00
AZTEC Final Design Items	\$ 466,790.00
AZTEC Expenses	\$ 2,938.00
TOTAL LUMP SUM	\$ 527,653.00

In addition, the following COST PLUS items will be invoiced based on usage required to complete the tasks:

ROW Buying	\$ 35,500.00
Title Work	\$ 8,800.00
Appraisals	\$ 60,000.00
APAs/Review Appraisals	\$ 33,100.00
Utility Pot-Holing	\$ 40,000.00
TOTAL COST PLUS	\$ 177,400.00

TOTAL ESTIMATED COST \$ 705,053.00

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	January 13, 2017	Friday following BPW
Early Public Outreach Meeting	February 1, 2017	
OTS Meeting with City Staff	February 28, 2017	
Public Meeting (15% Design)	March 28, 2017	2-3 options; hold after IU resumes classes.
OTS Meeting with City Staff	April 27, 2017	Prior to 60% submission
Preliminary (60% Design) Plans	May 11, 2017	Formal review
Field Check and Utility Coordination Meeting (60%)	May 25, 2017	2 weeks after 60% plans submitted
ROW Acquisition Begins	May 25, 2017	
OTS Meeting with City Staff	June 8, 2017	Prior to 2 nd public mtg.
Public Meeting (80% Design)	June 29, 2017	
Pre-Final Plans (95%)	July 20, 2017	Formal review
Final Plans (100%)	November 2, 2017	Plans for bid
Bid Advertising	November 2, 2017	Scheduled by City
Bid Opening/Award	November 29, 2017	
ROW Complete	December 2017	
Construction Notice to Proceed	December 2017	
Utility Relocation Work, Winter Work	December 2017	
Roadway Construction Begins	April 2018	
Roadway Construction Completed/Open to Traffic	October 2018	

**EXHIBIT D
KEY PERSONNEL**

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

<u>Position / Responsibility</u>	<u>Name</u>
Principal	Rob Lemke, P.E.
Project Manager	Adrian Reid, P.E.
Quality Manager	Bob Hasenkamp, P.E.
Engineer of Record	Brad Faris, P.E., P.L.S
Lead Roadway Engineer	Todd Burch, P.E.
Lead Structural Engineer	Mario Colecchia, P.E.
Lead Drainage Engineer	Michael Martinez, P.E.
Utility Coordinator	Mark Kaiser, P.E.
Landscape Architect	Steve Lohide, R.L.A.

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF Arizona)
~~INDIANA~~)
COUNTY OF Maricopa) SS:

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 6th day of January, 2017.

AZTEC Engineering Group, Inc.

By: Robert L. Lemke, Jr.

Robert L. Lemke, Jr. - Chief Executive Officer

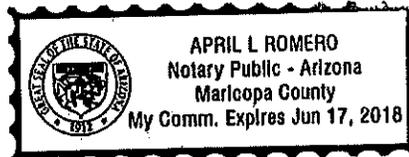
STATE OF Arizona)
~~INDIANA~~)
COUNTY OF Maricopa) SS:

Subscribed and sworn to before me this 6th day of January, 2017

April Romero
Notary Public

April Romero
Printed name

My Commission Expires: 6/17/18
County of Residence: Maricopa





Board of Public Works Staff Report

Project/Event: Request from City of Bloomington Utilities to temporarily close a lane of traffic on Arlington Rd between 17th St and Prow Rd

Staff Representative: Sara Gomez

Petitioner/Representative: City of Bloomington Utilities / Kendall Knoke

Date: August 21st, 2018

Report: City of Bloomington Utilities is requesting permission to temporarily close the southbound lane of traffic on W Arlington Rd between 17th St and Prow Rd so they may make improvements to the water main between September 1st, 2018-January 1st, 2019.

The majority of work would require a mobile southbound lane closure beginning at 17th St moving north to Prow Rd. An Intermittent temporary northbound lane closure would be in place when water connections are made to property owners on the east side of Arlington Rd. A portion of this work would require flagging operations at the roundabout at 17th and Arlington Rd for a week taking place at the beginning of the project. Work on Hickory Ln would require three phases of closure, Phase 1 lasting 4-5 days and Phases 2 and 3 lasting 2 days each.

City of Bloomington Utilities has supplied maintenance of traffic plans for all work. They have also notified all adjacent property owners of the BPW meeting and scope of their work (see packet for details). Portions of work planned in Monroe County and State right of way have been coordinated with appropriate personnel from State and County.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to City of Bloomington for the temporary lane closure on Arlington Rd and full closure on Hickory Ln.

Recommend **Approval** **Denial** by

Sara Gomez



Smith Brehob & Associates, Inc.

453 S. Clarizz Boulevard
Bloomington, IN 47401

August 21, 2018

RE: Arlington Road Water Main Improvements

Dear Board of Public Works,

The City of Bloomington will be performing a water main replacement project along W. Arlington Road, W. Hickory Lane, and N. Prow Road from approximately September 1, 2018 to January 1, 2019. The City is requesting temporary lane closures along these roads and temporary interruptions to driveways served by these roads at various times throughout the duration of the project as crews perform utility work.

The City's contractor will control traffic primarily by closing one lane of traffic and maintaining two-way travel with flaggers in accordance with Typical Application 10 in the IMUTCD. For work within 300' of the 17th Street and Arlington Road roundabout, traffic will be maintained in all directions using a modified version of Typical Application 13AY in the IMUTCD. The work in this area is anticipated to take less than one week. For work on Hickory Lane, portions of the road will be closed and traffic detoured through an existing alley between Hickory Lane and W. Gourley Pike. The western portion of the work on Hickory Lane is anticipated to take two days, the central portion is anticipated to take two days, and the eastern portion is anticipated to take approximately 4-5 days.

Working hours have been restricted so that no closures will occur during school arrival and dismissal times.

The maintenance of traffic plans are detailed in the plan set for the project and have been reviewed by agents of the City's Public Works Department.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kendall Knoke', is written over a horizontal line.

Kendall Knoke

Smith Brehob and Associates
812-336-6536 ext. 13
kknoke@smithbrehob.com

Enclosures:
Project Location Map



Smith Brehob & Associates, Inc.

453 S. Clarizz Boulevard
Bloomington, IN 47401

August 6, 2018

RE: Arlington Road Water Main Improvements

Dear Property Owner,

The City of Bloomington will be performing a water main replacement project along W. Arlington Road, W. Hickory Lane, and N. Prow Road from approximately September 1, 2018 to January 1, 2019. The project will cause temporary lane closures along these roads and temporary interruptions to driveways served by these roads at various times throughout the duration of the project as crews perform utility work.

The request to restrict public rights-of-way for the project will be heard by the City of Bloomington Board of Public Works on **August 21, 2018 at 5:30pm** in the Council Chambers (Room 115) of City Hall (401 N. Morton Street). The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

Anyone not able to attend this public meeting may submit comments via phone or email to Kendall Knoke at 812-336-6536 ext. 13 or kknoke@smithbrehob.com. These comments will be read at the August 21st Board of Public Works meeting.

Sincerely,

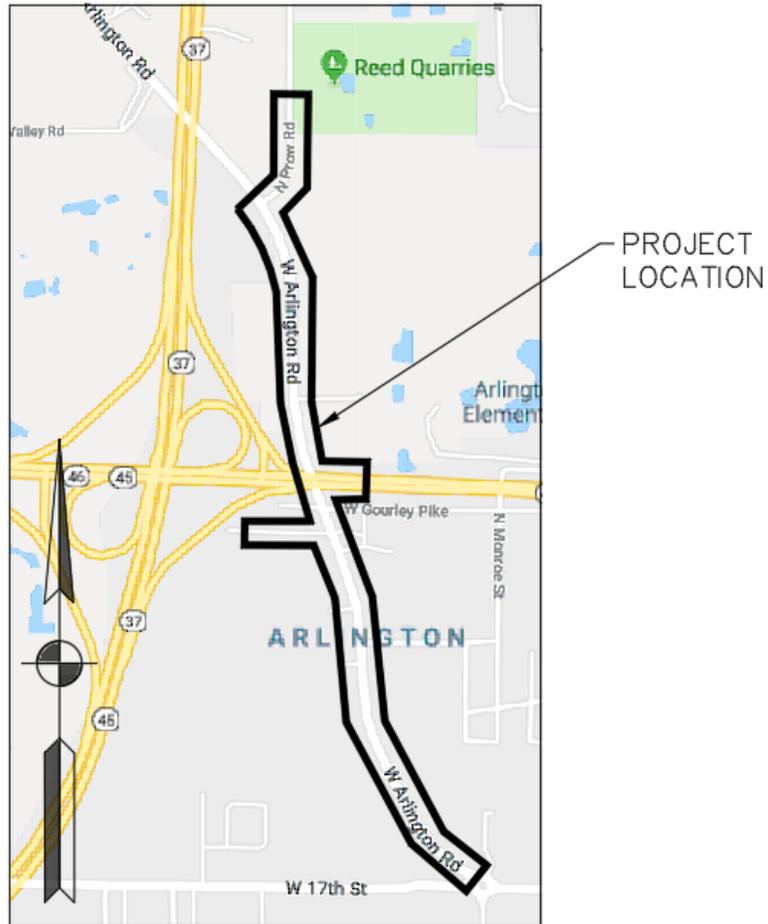
Kendall Knoke

Smith Brehob and Associates
812-336-6536 ext. 13
kknoke@smithbrehob.com

Enclosures:
Project Location Map



Smith Brehob & Associates, Inc.



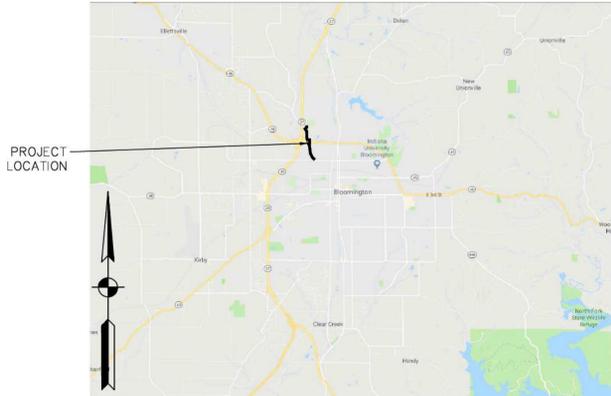
LOCATION MAP
N.T.S.

ARLINGTON ROAD WATER MAIN REPLACEMENT



CITY OF BLOOMINGTON UTILITIES

BLOOMINGTON, INDIANA



OVERALL LOCATION MAP
N.T.S.



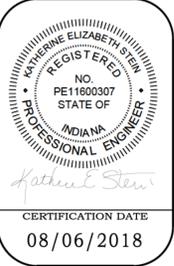
LOCATION MAP
N.T.S.

OWNER:
CITY OF BLOOMINGTON UTILITIES
CONTACT: GREG NETTLETON
600 E. MILLER DR.
BLOOMINGTON, IN 47402
(812) 349-3625
nettletg@bloomington.in.gov

ENGINEER/SURVEYOR:
SMITH BREHOB AND ASSOCIATES
CONTACT: KENDALL KNOKE
453 S. CLARIZZ BLVD
BLOOMINGTON, IN 47401
(812) 336-6536 EXT. 13
kknoke@smithbrehob.com

NOTE: REFER TO THE ARLINGTON ROAD WATER MAIN REPLACEMENT PROJECT MANUAL FOR CONSTRUCTION SPECIFICATIONS AND OTHER CONSTRUCTION REQUIREMENTS.

SHEET NO.	REVISIONS	BY	DATE



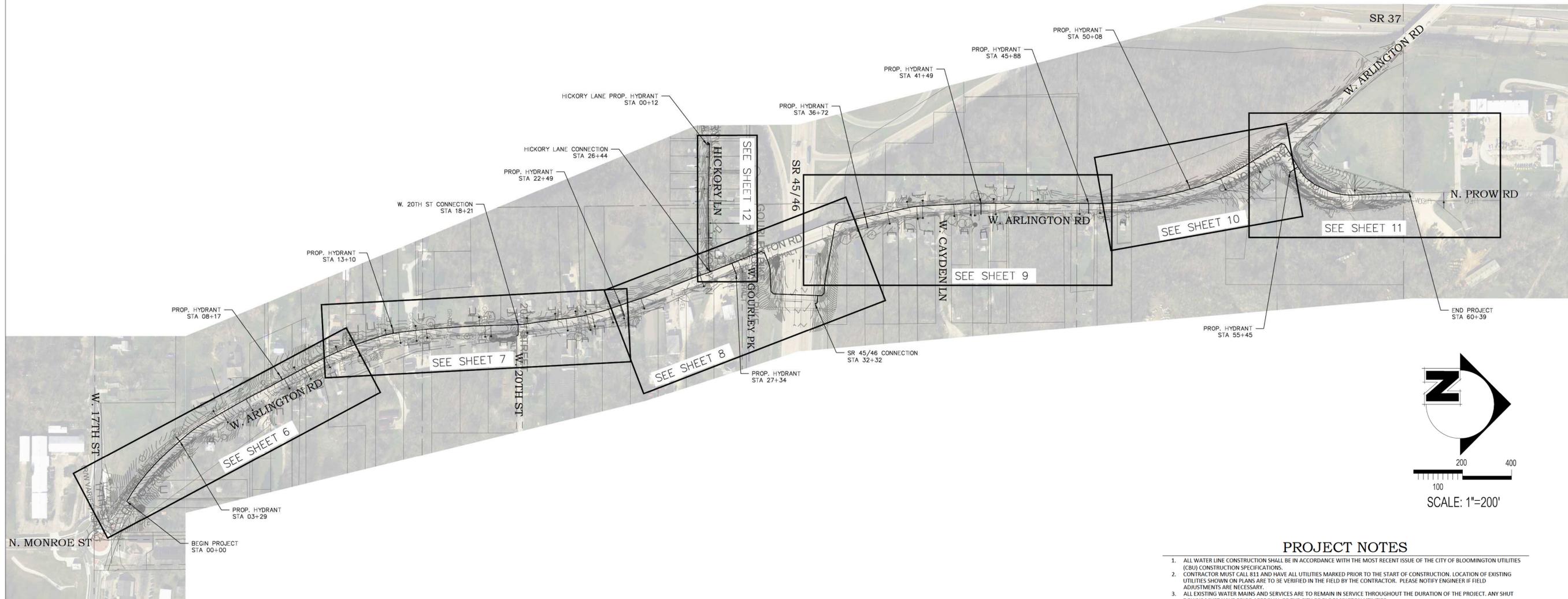
Sheet List Table

Sheet Number	Sheet Title
1	TITLE SHEET
2	GENERAL DETAILS
3	MAINTENANCE OF TRAFFIC PLAN
4	MAINTENANCE OF TRAFFIC PLAN
5	OVERALL PLAN AND NOTES
6	W ARLINGTON RD STA 0+00 TO 11+00
7	W ARLINGTON RD STA 11+00 TO 22+20
8	W ARLINGTON RD STA 22+20 TO 34+60
9	W ARLINGTON RD STA 34+60 TO 46+56
10	W ARLINGTON RD STA 46+56 TO 54+60
11	W ARLINGTON RD STA 54+60 TO 60+32
12	HICKORY LANE
13	W ARLINGTON RD HYDRANTS
14	HYDRANTS AND CONNECTIONS
15	W ARLINGTON RD HYDRANTS AND CONNECTIONS
16	W ARLINGTON RD HYDRANTS

PREPARED BY:
SMITH BREHOB & ASSOCIATES INC.
453 S. CLARIZZ BLVD
BLOOMINGTON, IN 47401
(812) 336-6536



SBA JOB NUMBER: 5652



Smith Brebob & Associates, Inc.
 453 S. Claraz Boulevard
 Bloomington, Indiana, 47401
 Phone: (812) 336-6556
 Fax: (812) 336-0813
 Web: <http://smithbrebob.com>

REGISTERED PROFESSIONAL ENGINEER
 NO. PE11600307
 STATE OF INDIANA
Katherine Elizabeth Stein

08/06/2018

ARLINGTON ROAD WATER MAIN REPLACEMENT
 CITY OF BLOOMINGTON UTILITIES
 CITY OF BLOOMINGTON
 MONROE COUNTY, INDIANA

PROJECT NOTES

1. ALL WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT ISSUE OF THE CITY OF BLOOMINGTON UTILITIES (CBU) CONSTRUCTION SPECIFICATIONS.
2. CONTRACTOR MUST CALL 811 AND HAVE ALL UTILITIES MARKED PRIOR TO THE START OF CONSTRUCTION. LOCATION OF EXISTING UTILITIES SHOWN ON PLANS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.
3. ALL EXISTING WATER MAINS AND SERVICES ARE TO REMAIN IN SERVICE THROUGHOUT THE DURATION OF THE PROJECT. ANY SHUT DOWNS MUST HAVE PRIOR APPROVAL OF THE CITY OF BLOOMINGTON UTILITIES.
4. CONSTRUCTION SCHEDULING AND PHASING ARE TO BE COORDINATED WITH THE CITY OF BLOOMINGTON UTILITIES PRIOR TO CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR CONSTRUCTION IN CITY, COUNTY, AND STATE RIGHT OF WAY.
6. COORDINATE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE UTILITIES TECHNICIAN AT (812) 349-3676 TO SCHEDULE THE MEETING, WHICH WILL BE HELD AT THE CITY OF BLOOMINGTON UTILITIES OFFICE.
7. CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT ONE (1) WORKING DAY PRIOR TO CONSTRUCTION OF ANY WATER UTILITY WORK. A CBU INSPECTOR MUST HAVE NOTICE SO WORK CAN BE INSPECTED, DOCUMENTED, AND A PROPER AS-BUILT MADE. WHEN A CONTRACTOR WORKS ON WEEKENDS, A CBU DESIGNATED HOLIDAY, OR BEYOND NORMAL CBU WORK HOURS, THE CONTRACTOR WILL PAY FOR THE INSPECTOR'S OVERTIME. FOR CBU WORK HOURS AND HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT AT (812)349-3660.
8. ALL TAPS ON WATER MAINS MUST BE MADE BY CBU PERSONNEL.
9. CONTRACTOR TO INSTALL NEW SERVICES AS SHOWN IN THESE DOCUMENTS WHILE KEEPING EXISTING SERVICES OPERATIONAL. CONTRACTOR TO PROVIDE EXCAVATION FOR NEW METER PITS. THE CITY OF BLOOMINGTON UTILITIES WILL FURNISH AND INSTALL METERS, CROCKS, AND METER PITS.
10. CONTRACTOR TO PROVIDE LICENSED PLUMBER WHO WILL RELOCATE CUSTOMERS' BACKSIDES TO NEW METER PITS IN COORDINATION WITH CBU ONCE THE PROPOSED WATER MAIN IS OPERATIONAL. THIS INCLUDES THE AREAS OF THE PROJECT WHERE THE EXISTING LONG BACKSIDES WILL BE TAKEN OUT OF SERVICE.
11. THE EXISTING WATER MAIN SHALL NOT BE TAKEN OUT OF SERVICE UNTIL ALL SERVICES ARE CONNECTED TO THE PROPOSED MAIN AND TESTED. EXISTING METERS, CROCKS, AND METER PITS ARE TO BE RETURNED TO CBU.
12. ALL WATER PIPE IS TO HAVE 48" MINIMUM COVER.
13. ALL PROPOSED WATER MAINS FOR THIS PROJECT ARE TO BE DUCTILE IRON AND ALL PROPOSED SERVICES 2" OR SMALLER ARE TO BE EITHER TYPE "K" COPPER IN CONFORMANCE WITH ASTM B88 OR BLUE POLYETHYLENE AWWA 901 PE4710, ASTM D2737, CTS SDR9 PC250 (NSF 61) IN ACCORDANCE WITH THE MOST RECENT ISSUE OF THE CITY OF BLOOMINGTON UTILITIES CONSTRUCTION SPECIFICATIONS.
14. ALL DUCTILE IRON PIPE (DIP) WILL REQUIRE POLYETHYLENE ENCASEMENT SLEEVES AND SHALL BE 8-MIL LINEAR LOW-DENSITY (LLD) POLYETHYLENE ENCASEMENT OR 4-MIL HIGH-DENSITY CROSS-LAMINATED (HDCL). POLYETHYLENE ENCASEMENT MATERIAL, INCLUSIVE OF VALVES AND FITTINGS, THE MATERIAL SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH ANSI/AWWA C-105/A21.5, USING PLASTIC TIE STRAPS OR CIRCUMFERENTIAL OR ADHESIVE TAPE PROVIDING THE PIPE WITH A SECURE PROTECTIVE ENCLOSURE.
15. ALL JOINTS ARE REQUIRED TO BE RESTRAINED WITHIN THE DISTANCES SHOWN ON THESE PLANS PER CBU CONSTRUCTION SPECIFICATION SECTION 4.5.3.4.1.1. THE NEXT JOINT OUTSIDE OF THE DISTANCES SHOWN ON THE PLANS MUST ALSO BE RESTRAINED. FILLING, STERILIZATION, FLUSHING, AND TESTING OF WATER MAINS SHALL BE IN ACCORDANCE WITH THE MOST RECENT ISSUE OF THE CITY OF BLOOMINGTON UTILITIES CONSTRUCTION SPECIFICATIONS.
17. EXISTING UTILITIES IN MOST INSTANCES HAVE BEEN LOCATED BY THEIR RESPECTIVE AUTHORITIES USING INDIANA 811 AND THEN THE MARKINGS FIELD SURVEYED AND SHOWN ON THESE PLANS. NOT ALL UTILITIES WERE LOCATED IN ALL PROJECT AREAS BY 811 MEMBER UTILITIES AND NON 811 MEMBER UTILITIES WERE NOT LOCATED AND ARE NOT SHOWN ON THE PLANS OR ARE SHOWN FROM RECORD INFORMATION. DEPTHS OF EXISTING UTILITIES HAVE BEEN ESTIMATED AND MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR. IF ADJUSTMENTS TO THE DESIGN DOCUMENTS ARE NECESSARY FOR THE COMPLETION OF THE PROPOSED WORK PLEASE NOTIFY THE ENGINEER. THE CONTRACTOR MUST CALL 811 TO HAVE ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION.
18. DO NOT DISTURB ANY EXISTING TREES DURING CONSTRUCTION.
19. ENSURE POSTAL SERVICE ACCESS TO ALL MAILBOXES IS MAINTAINED AT ALL TIMES.
20. ALL PUBLIC ROADWAYS CUT DURING CONSTRUCTION MUST BE RESTORED PER THE CITY OF BLOOMINGTON ROADWAY DETAILS SHOWN IN THIS PLAN SET. ANY PRIVATE DRIVEWAYS OR SIDEWALKS DISTURBED DURING CONSTRUCTION FOR THE INSTALLATION OF PROPOSED SERVICES MUST BE RESTORED TO MATCH EXISTING CONDITIONS.
21. RESTRIPE ANY DISTURBED STRIPING TO MATCH EXISTING.
22. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY PERMITS REQUIRED FOR PARKING/STAGING AREAS.
23. ALL AREAS DISTURBED FOR THE INSTALLATION OF SERVICES ARE TO BE RESTORED TO MATCH EXISTING CONDITIONS. THIS INCLUDES CONCRETE WALK, CURB, LANDSCAPING, GRASS AREAS, AND OTHER DISTURBED SITE FEATURES.
24. ALL DISTURBED GRASS AREAS ARE TO BE SEEDED PER THE SPECIFICATIONS.

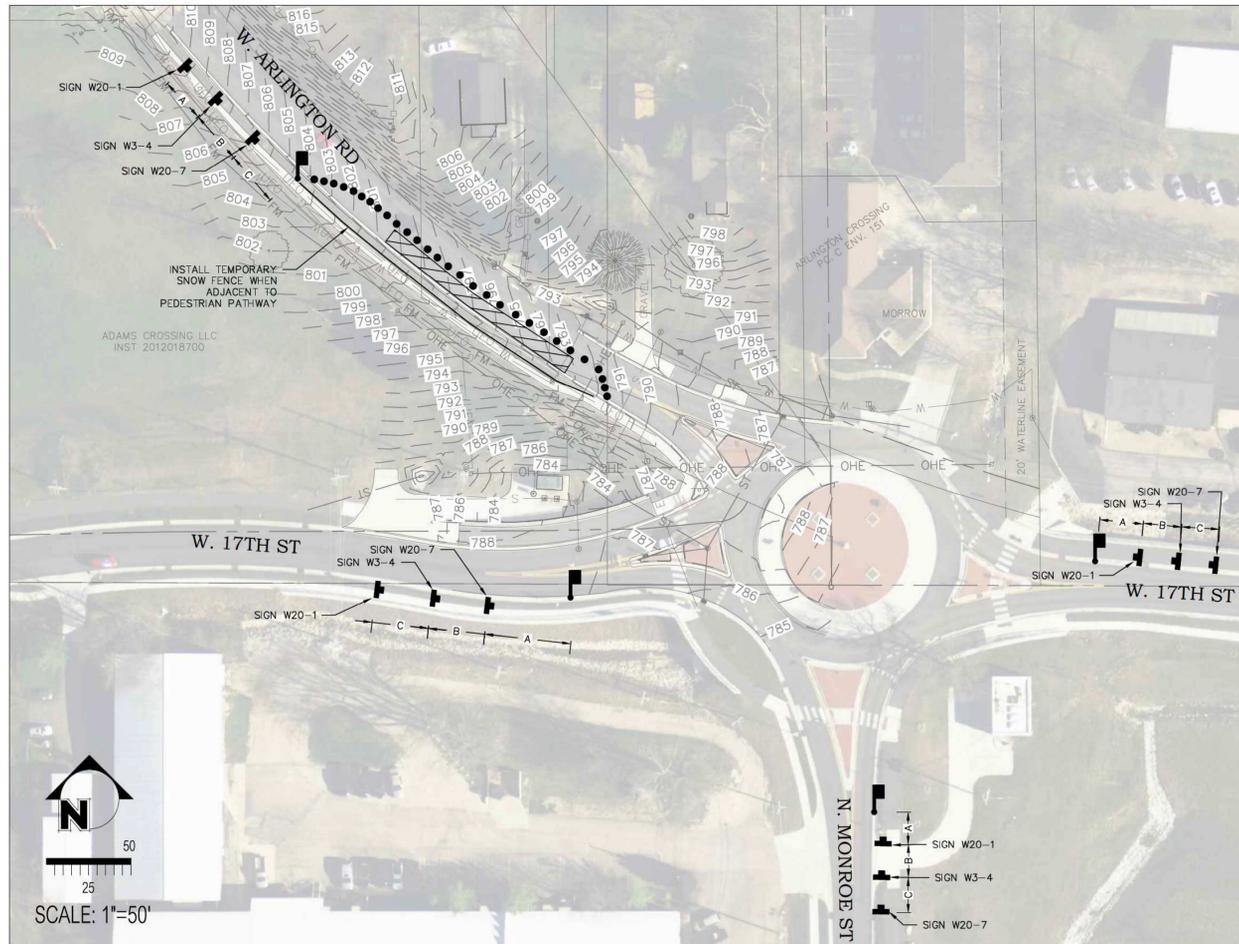
REVISIONS	BY	DATE

DESIGNED	DATE
KCK	08/06/18
DRAWN	
KCK	
CHECKED	
KS/SB	

JOB NUMBER
5652
 SHEET
5 OF 16

DATE
 08/06/2018

OVERALL PLAN AND NOTES



MAINTENANCE OF TRAFFIC FOR WORK WITHIN 300' OF 17TH ST ROUNDABOUT

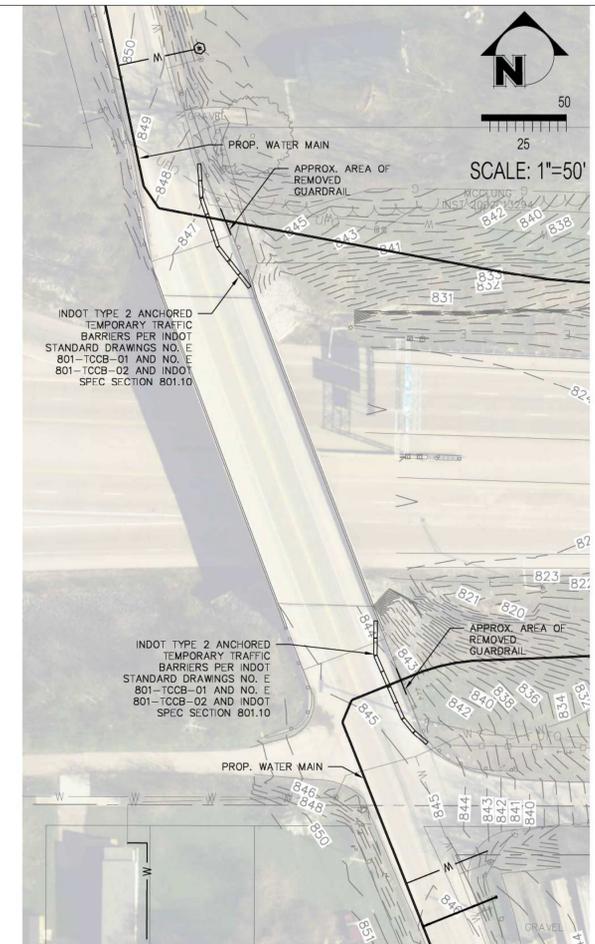
MAINTENANCE OF TRAFFIC FOR WORK WITHIN 300' OF 17TH ST ROUNDABOUT NOTES

1. THIS MAINTENANCE OF TRAFFIC PLAN MUST BE ADHERED TO ANY TIME THERE IS A LANE CLOSURE ON ARLINGTON ROAD WITHIN 300' OF THE 17TH ST ROUNDABOUT.
2. CLOSURES REQUIRING THIS MOT PLAN MAY NOT OCCUR DURING THE HOURS OF 7-9AM OR 3-6PM ON WEEKDAYS.
3. FOUR FLAGGERS ARE REQUIRED AT ALL TIMES DURING THIS CLOSURE.
4. THERE ARE TWO STAGES OF TRAFFIC CONTROL.
 - STAGE 1: TRAFFIC FROM BOTH DIRECTIONS OF 17TH ST AND MONROE ST ARE ALLOWED TO PROCEED THROUGH THE ROUNDABOUT AS THEY NORMALLY WOULD WHILE TRAFFIC ON ARLINGTON ROAD IS STOPPED BY THE FLAGGER.
 - STAGE 2: TRAFFIC FROM ARLINGTON ROAD IS ALLOWED TO PASS THE OBSTRUCTION IN THE NORTH BOUND LANE OF ARLINGTON ROAD AND PROCEED THROUGH THE ROUNDABOUT AS THEY NORMALLY WOULD WHILE THE TRAFFIC ON BOTH DIRECTIONS OF 17TH ST AND MONROE ST IS STOPPED BY THE FLAGGERS.
5. PEDESTRIAN TRAFFIC IS TO BE MAINTAINED AT ALL TIMES.
6. THE FLAGGERS SHALL FOLLOW THE PROCEDURES NOTED IN SECTION 6E.05 AND 6E.07 OF THE IMUTCD.
7. REFER TO TABLE 6H-2 AND 6H-3 FOR THE MEANINGS OF SYMBOLS AND CODES SHOWN HERE.



MAINTENANCE OF TRAFFIC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (IMUTCD).
2. AT LEAST ONE LANE OF TRAFFIC ON CITY AND COUNTY ROADWAYS MUST BE MAINTAINED AT ALL TIMES. (IMUTCD SECTION 6H TYPICAL APPLICATION 10 SHOULD BE ADHERED TO FOR MAINTENANCE OF TRAFFIC ON ARLINGTON AND PROW ROADS (SHOWN BELOW). OPTIONS 1 AND 2 ARE NOT PERMITTED FOR THIS PROJECT. THIS ROAD SHOULD BE CONSIDERED "URBAN (HIGH SPEED)" FOR THIS PROJECT.
3. THERE ARE TO BE NO CLOSURES ON SR 45/46.
4. FOR WATER MAIN WORK WITHIN 300' OF THE 17TH ST ROUNDABOUT THE MAINTENANCE OF TRAFFIC PLAN SHOWN ON THIS SHEET MUST BE ADHERED TO.
5. FOR WATER MAIN WORK ON HICKORY LANE THE MAINTENANCE OF TRAFFIC PLAN SHOWN ON THE NEXT SHEET MUST BE ADHERED TO.
6. FOR AREAS WHERE GUARDRAIL IS TO BE REMOVED TEMPORARY TRAFFIC BARRIERS MUST BE INSTALLED AS SHOWN ON THIS SHEET.
7. FLAGGERS MUST BE PRESENT AT ALL TIMES WHILE WORK IS BEING PERFORMED ON ROADWAYS. AT THE END OF EACH DAY, STEEL PLATES MUST BE PLACED OVER ANY PAVEMENT CUT AREAS THAT HAVE NOT BEEN RESTORED TO ALLOW THE SAFE FLOW OF TWO WAY TRAFFIC. WARNING SIGNS (IMUTCD W8-24) MUST BE PLACED 350 FEET IN ADVANCE OF ANY STEEL PLATES WITHIN THE ROADWAY.
8. CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION. METAL PLATES MAY BE USED FOR TEMPORARY VEHICULAR ACCESS THROUGH THE CONSTRUCTION AREA IF NECESSARY.
9. LANE CLOSURES ON ANY ROAD ARE NOT PERMITTED BETWEEN 4-8PM ON WEEKDAYS.
10. LANE CLOSURES ON PROW ROAD ARE NOT PERMITTED BETWEEN 7-9AM AND 3-6PM ON WEEKDAYS.



TEMPORARY TRAFFIC BARRIERS FOR GUARDRAIL REMOVAL

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency
 ** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

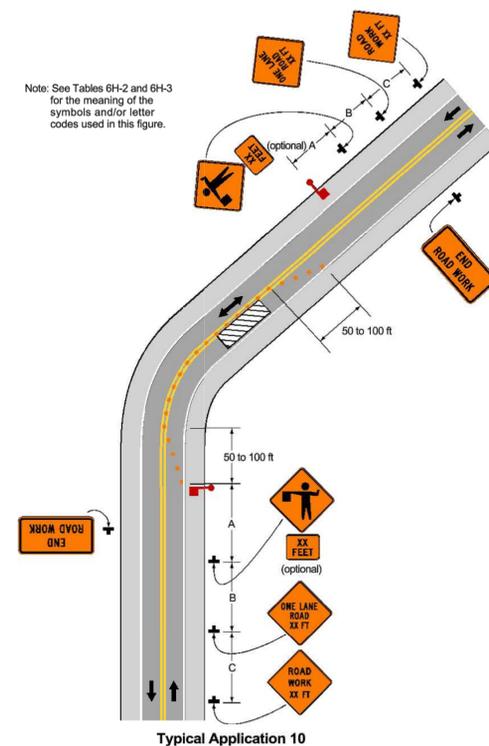
Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Notes for Figure 6H-10 Typical Application 10 Lane Closure on a Two-Lane Road Using Flaggers

- Option:
1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
 2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
 3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.
- Guidance:
4. The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.
- Standard:
5. At night, flagger stations shall be illuminated, except in emergencies.
- Guidance:
6. When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
 7. When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
 8. When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
 9. When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
 10. Early coordination with the railroad company or light rail transit agency should occur before work starts.
- Option:
11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Smith Brebich & Associates, Inc.
 453 S. Clazas Boulevard
 Bloomington, Indiana, 47401
 Tel: 317.386.6536
 Fax: 317.386.6513
 Web: http://smibrebich.com

REGISTERED PROFESSIONAL ENGINEER
 KATHERINE ELIZABETH SMITH
 NO. PE11600307
 STATE OF INDIANA
 Katherine Smith

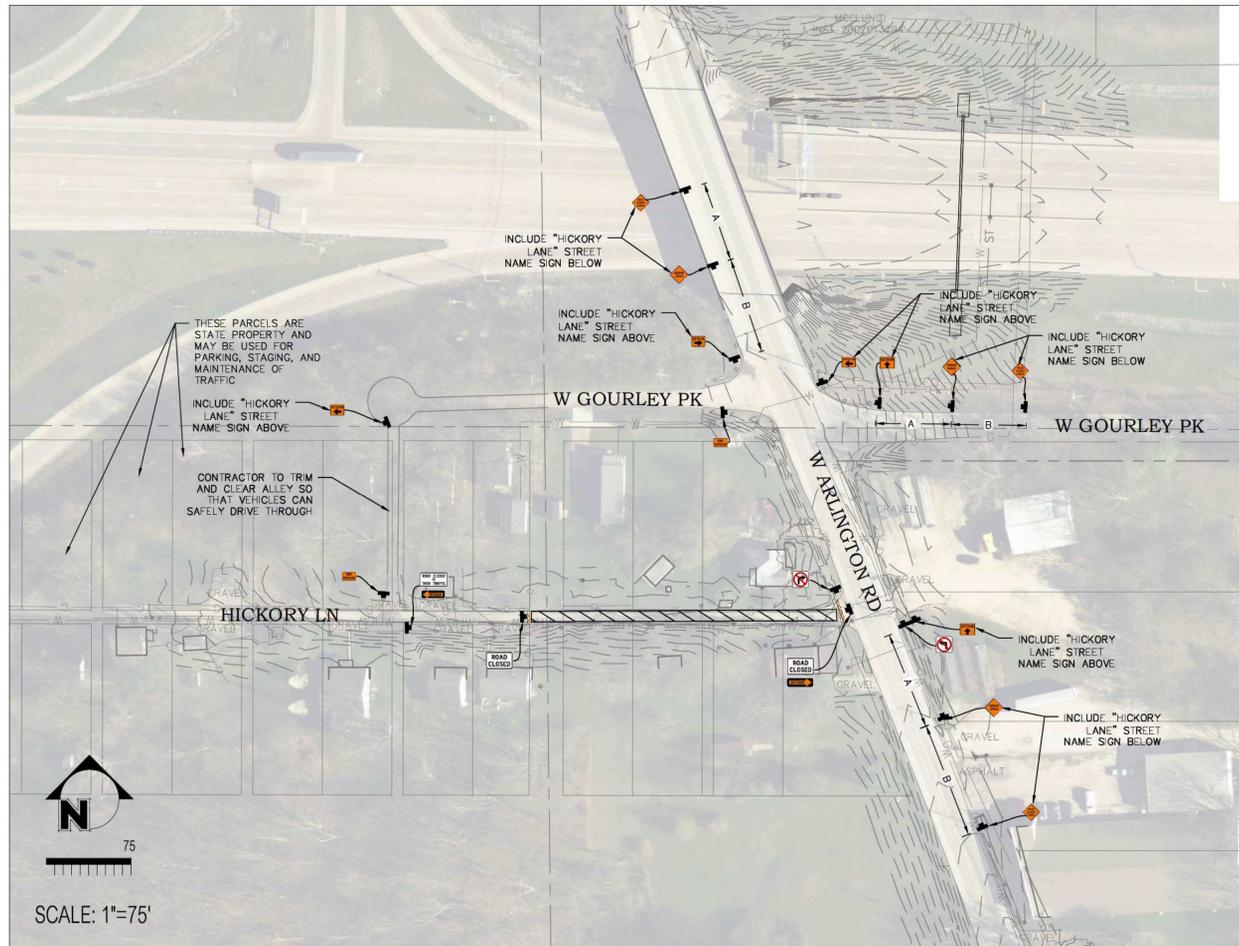
08/06/2018

ARLINGTON ROAD WATER MAIN REPLACEMENT
 CITY OF BLOOMINGTON
 MONROE COUNTY, INDIANA

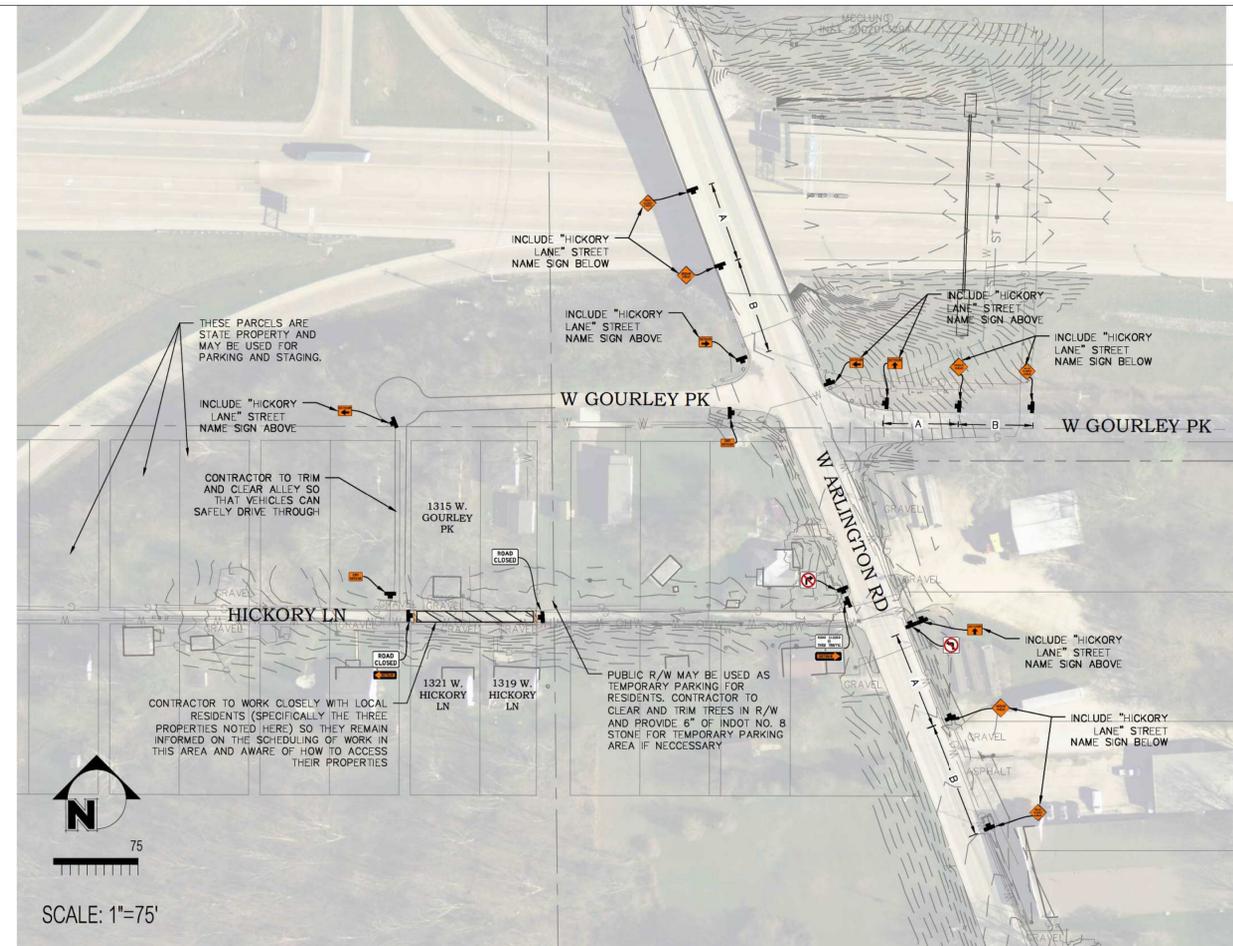
REVISIONS	BY	DATE

DESIGNED	KCK	DATE	08/06/18
DRAWN	KCK		
CHECKED	KCK		
KS/SB			

JOB NUMBER
5652
 SHEET
3 OF 16
 DATE
 08/06/2018
 MAINTENANCE OF TRAFFIC PLAN



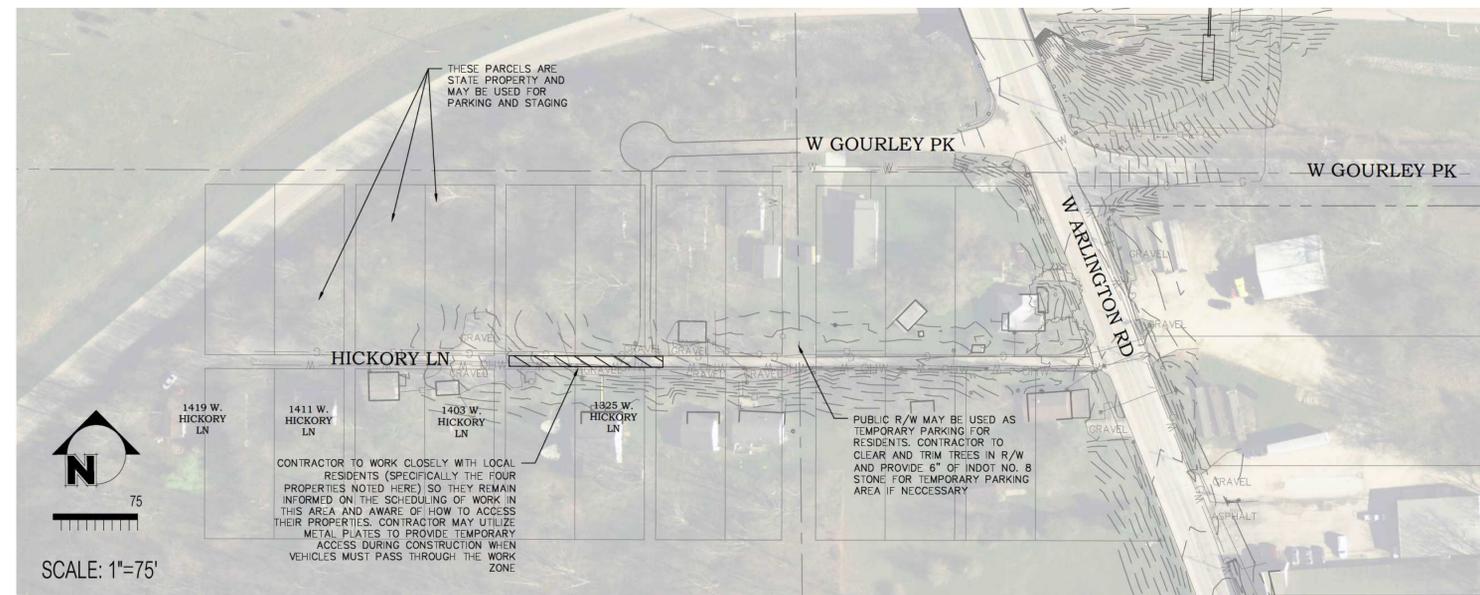
MAINTENANCE OF TRAFFIC FOR HICKORY LANE PHASE 1



MAINTENANCE OF TRAFFIC FOR HICKORY LANE PHASE 2

MAINTENANCE OF TRAFFIC FOR HICKORY LANE NOTES

- HICKORY LANE MAINTENANCE OF TRAFFIC IS TO BE PERFORMED IN THREE PHASES.
 PHASE 1: WORK PERFORMED WEST OF ARLINGTON RD AND EAST OF THE FIRST PARKING AREA OFF OF HICKORY LANE. THERE ARE NO RESIDENTIAL ACCESS POINTS OFF OF THIS SECTION OF HICKORY LANE.
 PHASE 2: WORK PERFORMED BETWEEN THE ALLEY AND THE RESIDENTIAL ACCESS POINTS EAST OF THE ALLEY.
 PHASE 3: WORK PERFORMED WEST OF THE ALLEY.
- CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS TO ENSURE THEY ARE GIVEN AT LEAST 24 HOURS NOTICE OF CLOSURES AND ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION.
- THE STREET NAME SIGN MAY BE EITHER WHITE ON GREEN OR BLACK ON ORANGE.
- REFER TO IMUTC TABLE 6H-2 AND 6H-3 FOR THE MEANING OF SYMBOLS AND CODES SHOWN HERE.
- HICKORY LANE CLOSURES ARE ONLY PERMITTED BETWEEN 9AM AND 3PM.



MAINTENANCE OF TRAFFIC FOR HICKORY LANE PHASE 3

Smith Brethob & Associates, Inc.
 453 S. Clazza Boulevard
 Bloomington, Indiana, 47401
 Phone: (812) 336-6536
 Fax: (812) 336-0813
 Web: <http://smithbrethob.com>

REGISTERED PROFESSIONAL ENGINEER
 KATHERINE ELIZABETH SMITH
 NO. PE11600307
 STATE OF INDIANA
Katherine Smith

08/06/2018

ARLINGTON ROAD WATER MAIN REPLACEMENT
 CITY OF BLOOMINGTON
 MONROE COUNTY, INDIANA

REVISIONS	BY	DATE

DESIGNED: KCK
 DRAFTED: KCK
 CHECKED: KS/SB
 DATE: 08/06/18

JOB NUMBER: 5652
 SHEET: 4 OF 16
 DATE: 08/06/2018
 MAINTENANCE OF TRAFFIC PLAN



Board of Public Works Staff Report

Project/Event: Request from Gilliatte General Contractors to temporarily shift a lane of traffic on Tapp Rd between Kegg Rd and Adams St

Staff Representative: Sara Gomez

Petitioner/Representative: Gilliatte General Contractors / Nick Branson

Date: August 21st, 2018

Report: Gilliatte General Contractors is requesting lane shifts and a trail closure on Tapp Rd. as part of the Adam's Village development project located at 2182 Tapp Rd. This request is to accommodate widening Tapp Rd for the installation of a right turn in lane and a pedestrian refuge island/crosswalk. The lane shifts on Tapp Rd between Adams St and Kegg Rd would be in place from September 1st, 2018 through October 1st, 2018. The schedule for the work would be as follows:

- Phase 1 9/1/18-9/15/18 (west bound lane shift south and trail closure)
- Phase 2 9/15/18-9/22/18 (east and westbound lane shift to the north)
- Phase 3 9/22/18-10/1/18 (east and westbound lane shift north and south- Pedestrian refuge installation)

Gilliatte General Contractors has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Gilliatte General Contractors for the temporary lane shifts and trail closure on W Tapp Rd.

Recommend Approval Denial by

Sara Gomez



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

August 13, 2018

Board of Public Works
401 N Morton St
Suite 120
Bloomington IN 47404

To Whom It May Concern:

It would be our intent to close a section of the pedestrian trail located parallel to Tapp road from 9/1/18-9/15/18 to preform the right of way widening & driveway work associated with the Adams Village Apartment project located at 2182 W. Tapp Road. The long term plan for both pedestrian and traffic maintenance is indicated on the attached page C901 & C902 which shows trail closed signs at the Clear Creek Trail entrance to the West and a on the East end at Adams Street for the duration of Phase #1 work. We would intend on installing drum barricades and signage starting 9/1/18 with phase 1 work through completion of phase 3 work on 10/1/18.

We plan to notify adjacent property owners, Bloomington Transit, and Bloomington Fire & Police Departments via formal written letter describing our proposed street closure and to include with that letter a diagram detailing the closure similar to the attached pages C901 & C902. This letter shall be sent via certified mail no later than 8/17/18 end of business day.

Sincerely,

GILLIATTE GENERAL CONTRACTORS, INC.

A handwritten signature in blue ink, appearing to read "Nick Branson", is written over the company name.

Nick Branson
Project Manager

NB/dmw

**NOTICE OF
CONSTRUCTION ACTIVITIES**

PROJECT: Adams Village Apartments

ADDRESS: 2182 West Tapp Road

PROJECT SCHEDULE: September 1, 2018 – October 1, 2018

WORK WITHIN PUBLIC RIGHTS-OF-WAY: Lane Restrictions Between Kegg Road & South Adams Street 9/1/18 – 10/1/18 Closure of The Pedestrian Path Between Kegg Rd & South Adams Street From 9/1/18-9/15/18

SEE ATTACHED TRAFFIC FLOW PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: AUGUST 21, 2018 AT 5:30 PM,

**LOCATION: 401 N. MORTON STREET, SHOWERS BUILDING, CITY HALL
COUNCIL CHAMBERS**

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN
THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION**

Public comment regarding this request will be accepted at the meeting.

CONTRACTOR:

Gilliatte General Contractors

Nick Branson

Email – nbranson@gilliatte.com

Phone: 317-638-3355

DEVELOPER/OWNER:

Regency Consolidated Residential, LLC

Mark Avis

Email – m.avis@regency-multifamily.com

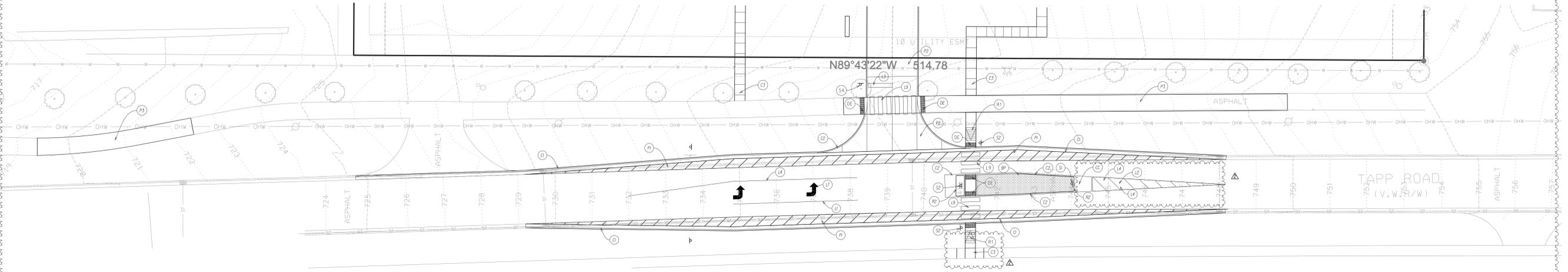
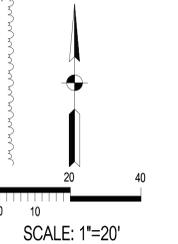
Phone: 217-974-7363

MATERIALS LEGEND

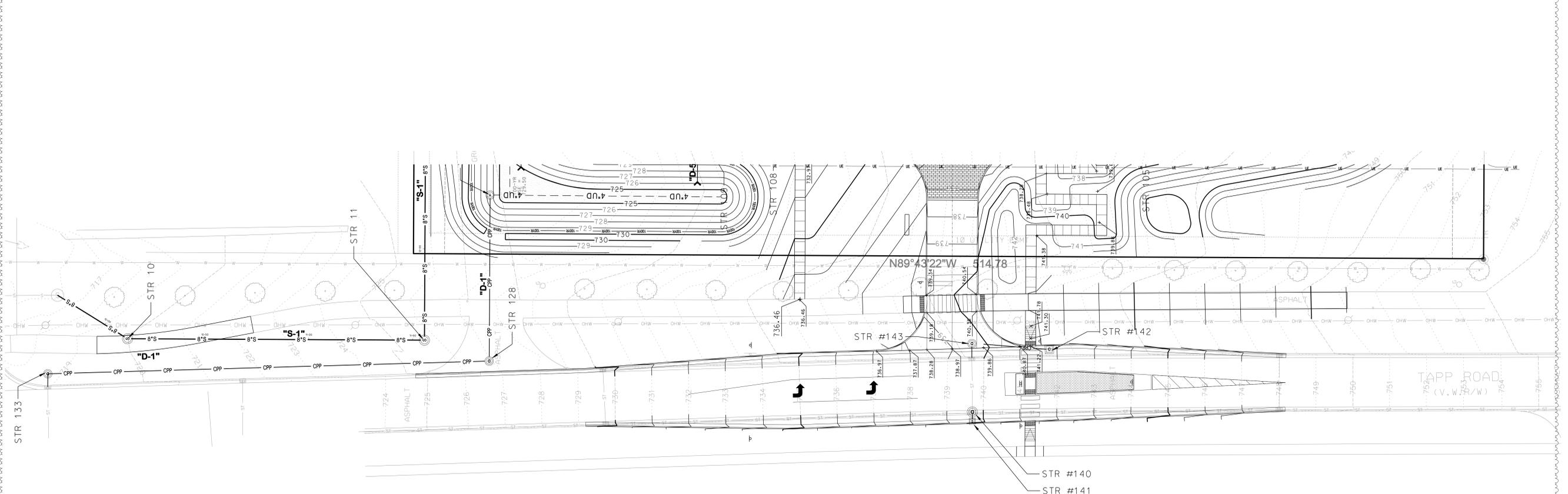
- ① 11" MICRO MILLED PCCP
- ② 18" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ③ CONCRETE PAVEMENT
- ④ 6" THICK, 4000 PSI CONCRETE
- ⑤ 8" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ⑥ 1.25" HMA SURFACE ON 6" HMA BASE ON 6" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ⑦ 2" CONCRETE CURB AND GUTTER
- ⑧ 6" STANDING CURB
- ⑨ CONCRETE SIDEWALK - WIDTH VARIES
- ⑩ 4" THICK CONCRETE
- ⑪ 4" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ⑫ CONCRETE CENTER CURB TYPE D (MEDIAN NOSE PAINTED YELLOW)
- ⑬ LINE, EPOXY PAINT, SOLID, WHITE, 4"
- ⑭ LINE, EPOXY PAINT, SOLID, YELLOW, 4"
- ⑮ LINE, EPOXY PAINT, SOLID, WHITE, 24" STOP BAR
- ⑯ LINE, EPOXY PAINT, SOLID, YELLOW, 4", DOUBLE LINE
- ⑰ TRANSVERSE MARKINGS, EPOXY PAINT, SYMBOL, WHITE, LEFT TURN ARROW
- ⑱ LINE, EPOXY PAINT, SOLID, WHITE, 24" CROSSWALK
- ⑲ ACCESSIBLE RAMP TYPE C WITH DETECTABLE WARNING ELEMENT
- ⑳ REGULATORY "KEEP RIGHT" SIGN, R4-7, 24"x30"
- ㉑ WARNING PEDESTRIAN SIGN, W13-2, 30"x30" ABOVE
- ㉒ WARNING DOWNWARD DIAGONAL ARROW, W16-19, 24"x12"
- ㉓ REGULATORY "STOP" SIGN, R1-1, 30"x30"
- ㉔ CAST IRON DETECTABLE WARNING ELEMENT IN ACCORDANCE WITH INDOT DETAIL E604-SWCR-14
- ㉕ BRICK PAVEMENT MATERIAL SUPPLIED BY CITY OF BLOOMINGTON CONTRACTOR TO COORDINATE MATERIAL WITH UP WITH MATI SMETHURST (Smethurst@bloomington.in.gov)
- ㉖ REFLECTORS AND RAISED PAVEMENT MARKINGS TO BE INSTALLED ON END OF MEDIAN ISLAND IN ACCORDANCE WITH THE LIMITED

NOTES

- 1) SEE SMITH BREHOB & ASSOCIATES, INC. STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- 2) SIDEWALK RAMP SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- 3) ALL SIDEWALKS, PATHS AND TRAILS SHALL HAVE MAX. CROSS SLOPE OF 2%.
- 4) PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 2014 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS. ALL MARKINGS SHALL BE RETROREFLECTIVE AND IN ACCORDANCE WITH LIMITED STANDARDS.
- 5) ALL SIGNS SHALL BE IN COMPLIANCE WITH LIMITED. ALL WARNING SIGNS SHALL BE YELLOW. ALL SIGNS IN ROW SHALL HAVE HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING. POSTS AND MOUNTS SHALL BE IN ACCORDANCE WITH CITY OF BLOOMINGTON STANDARDS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W ELEVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
- 6) ALL ROAD CUTS MUST BE MADE TO NEAREST EXISTING CONSTRUCTION JOINT.
- 7) CONCRETE CURING SHALL BE IN ACCORDANCE WITH THE LATEST INDOT SPECIFICATIONS AND STANDARDS. TRAFFIC CONTROL DEVICES SHALL REMAIN IN PLACE TO ACCOMMODATE ADEQUATE CURING TIMES.
- 8) STRUCTURAL CONSTRUCTION JOINTS WILL BE REQUIRED PER INDOT DETAIL E603-CPP-01. RETROFITTED TIE BARS SHALL USE CHEMICAL ANCHOR SYSTEM IN ACCORDANCE WITH INDOT SECTION C1 AND INDOT SPECIFICATIONS. ALL JOINTS SHALL BE CRACK SEALED IN ACCORDANCE WITH INDOT SPECIFICATIONS.
- 9) EXISTING UNDER SEWER ALONG TAPP ROAD TO BE ROUTED AS NECESSARY TO NEW STORM SEWER ALONG TAPP ROAD.
- 10) EXISTING UNDER SEWER ALONG TAPP ROAD.



SITE PLAN



GRADING AND UTILITY PLAN

Smith Brehob & Associates, Inc.
 433 S. Charter Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6586
 Fax: (812) 336-0312
 Web: www.smithbrehob.com

KATHERINE E. SEWELL
 REGISTERED PROFESSIONAL ENGINEER
 NO. PE190007
 STATE OF INDIANA
 (V. W. 58/W)

CERTIFICATION DATE
 03/16/18

JOB TITLE
**ADAMS VILLAGE
 WOOLERY LOT 1
 BLOOMINGTON, IN.**

REVISIONS	BY	DATE
AUTOREVISION 1 - CITY REVIEW COMMENTS	HEC/PSB	3-16-18
AUTOREVISION 2 - CITY REVIEW COMMENTS	HEC	3-16-18

DESIGNED BY
SB/KS

CHECKED BY
SE/KS

DATE

JOB NUMBER
5331

SHEET
C900

DATE
 03/16/18

TAPP ROAD
 SITE, GRADING
 & UTILITY
 PLAN

- ### MATERIALS LEGEND
- 11" MICRO MILLED PCP N
 - 1" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - CONCRETE PAVEMENT
 - 6" THICK, 4000 PSI CONCRETE
 - 8" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - 1.25" HMA SURFACE ON
 - 2" HMA BASE ON
 - 6" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - 2" CONCRETE CURB AND GUTTER
 - 6" STANDING CURB
 - CONCRETE SIDEWALK - WIDTH VARIES
 - 4" THICK CONCRETE
 - 4" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - CONCRETE CENTER CURB TYPE D (MEDIAN NOSE PAINTED YELLOW)
 - LINE - EPOXY PAINT, SOLID, WHITE, 4"
 - LINE - EPOXY PAINT, SOLID, YELLOW, 4"
 - LINE - EPOXY PAINT, SOLID, WHITE, 24" STOP BAR
 - LINE - EPOXY PAINT, SOLID, YELLOW, 4", DOUBLE LINE
 - TRANSVERSE MARKINGS, EPOXY PAINT, SYMBOL, WHITE, LEFT TURN ARROW
 - LINE - EPOXY PAINT, SOLID, WHITE, 24" CROSSWALK
 - ACCESSIBLE RAMP TYPE C WITH DETECTABLE WARNING ELEMENT
 - REGULATORY "KEEP RIGHT" SIGN, R4-7, 24"X30"
 - WARNING PEDESTRIAN SIGN, W11-2, 20"X30" ABOVE
 - WARNING DOWNWARD DIAGONAL ARROW, W16-7P, 24"X12"
 - REGULATORY "STOP" SIGN, R1-1, 30"X30"
 - CAST IRON DETECTABLE WARNING ELEMENT
 - IN ACCORDANCE WITH INDOT DETAIL EG4-SWCR-14
 - BRICK PAVEMENT
 - MATERIAL SUPPLIED BY CITY OF BLOOMINGTON CONTRACTOR TO COORDINATE MATERIAL PICK UP WITH MATTHEW SMITH (SMITH@BLOOMINGTON.IN.GOV)
 - REFLECTORS AND RAISED PAVEMENT MARKINGS TO BE INSTALLED ON END OF MEDIAN ISLAND IN ACCORDANCE WITH THE LIMITED

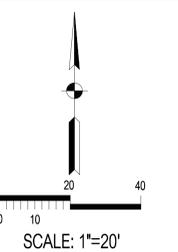
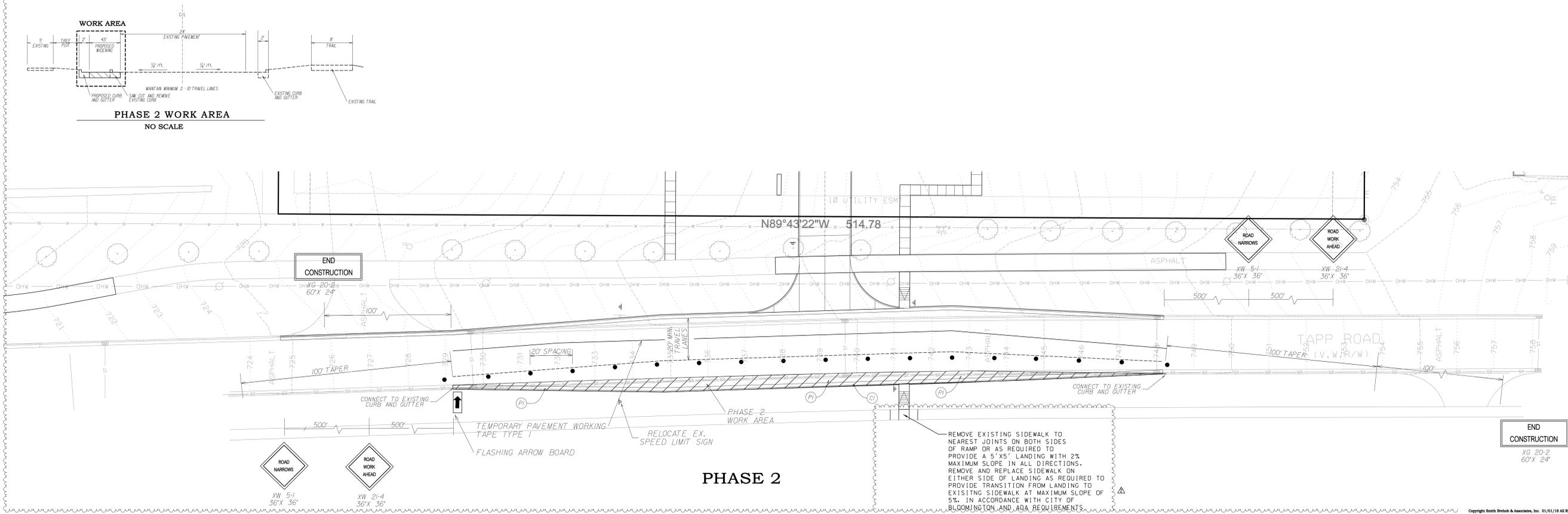
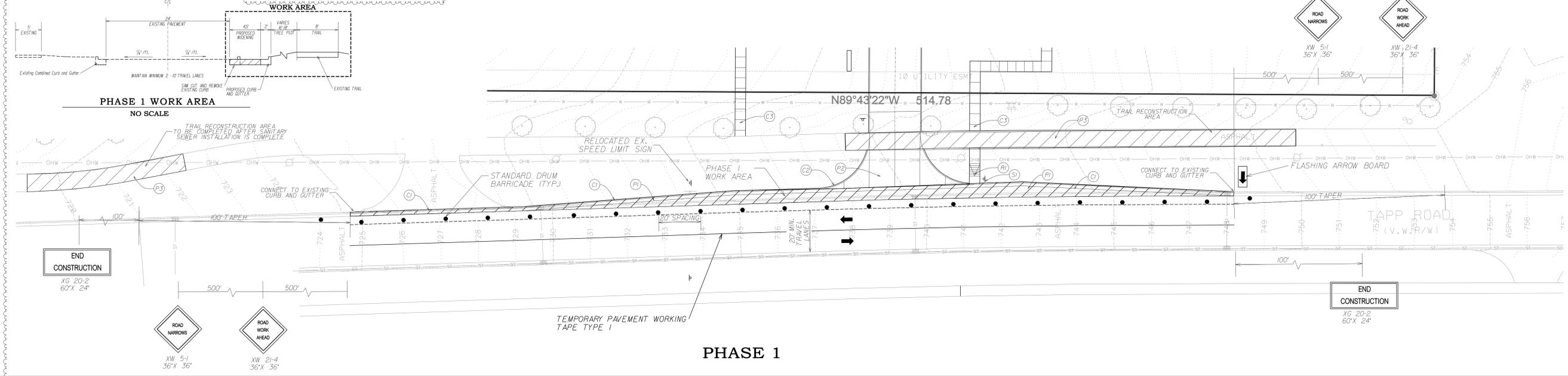
- ### TRAFFIC CONTROL NOTES
1. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND INDIANA DEPARTMENT OF TRANSPORTATION STANDARD DETAILS.
 2. LOCATION OF TRAFFIC CONTROL DEVICES SHOWN IS APPROXIMATE. ADJUSTMENT OF LOCATION BASED ON ACTUAL FIELD CONDITIONS MAY BE REQUIRED.
 3. PRIOR TO IMPLEMENTATION OF TRAFFIC CONTROL PLAN, CONTRACTOR SHALL COORDINATE A MEETING WITH CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT.
 4. PRIOR TO IMPLEMENTATION OF TRAFFIC CONTROL PLAN, CONTRACTOR SHALL NOTIFY ALL EMERGENCY SERVICE PROVIDERS, BLOOMINGTON TRANSIT AND MOROR CO., SCHOOL CORPORATION.
 5. A MINIMUM TRAVEL WAY WIDTH OF 20' SHALL BE MAINTAINED AT ALL TIMES ALONG TAPP ROAD.
 6. TRAIL RECONSTRUCTION IS PART OF PHASE 1 WORK. REFER TO PEDESTRIAN MAINTENANCE PLAN.
 7. EXISTING CENTERLINE PAVEMENT MARKING SHALL BE REMOVED IN ACCORDANCE WITH INDOT'S 808-10 DURING PHASE 1 WORK AND TEMPORARY PAVEMENT MARKING TAPE INSTALLED TO DELINEATE TRAVEL LANES WITHIN WORK AREA. GRINDING METHOD OF REMOVAL IS NOT PERMITTED.
 8. ALL TRAFFIC CONTROL DEVICES SHALL REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION FOR EACH PHASE.

- ### NOTES
1. SEE SMITH BREHOB & ASSOCIATES, INC. STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
 2. SIDEWALK RAMPS SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
 3. ALL SIDEWALKS, PATHS AND TRAILS SHALL HAVE MAX. CROSS SLOPE OF 2%.
 4. PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 2014 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS. ALL MARKINGS SHALL BE RETROREFLECTIVE AND IN ACCORDANCE WITH LIMITED STANDARDS.
 5. ALL SIGNS SHALL BE IN COMPLIANCE WITH LIMITED. ALL WARNING SIGNS SHALL BE YELLOW. ALL SIGNS IN ROW SHALL HAVE HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING. POSTS AND MOUNTS SHALL BE IN ACCORDANCE WITH CITY OF BLOOMINGTON STANDARDS.
 6. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
 7. ALL ROAD CUTS MUST BE MADE TO NEAREST EXISTING CONSTRUCTION JOINT.
 8. CONCRETE CURING SHALL BE IN ACCORDANCE WITH THE LATEST INDOT SPECIFICATIONS AND STANDARDS. TRAFFIC CONTROL DEVICES SHALL REMAIN IN PLACE TO ACCOMMODATE ADEQUATE CURING TIMES.
 9. LONGITUDINAL CONSTRUCTION JOINTS WILL BE REQUIRED PER INDOT DETAIL EG4-SWCR-14. REINFORCED TIE BARS SHALL USE CHEMICAL ANCHOR SYSTEM IN ACCORDANCE WITH INDOT 503.03 (1) AND 801.05. ALL JOINTS SHALL BE CRACK SEALED IN ACCORDANCE WITH INDOT SPECIFICATIONS.
 10. EXISTING UNDER DRAINS FOR TAPP ROAD TO BE ROUTED AS NECESSARY TO NEW STORM SEWER ALONG TAPP ROAD.



PHASE 1: PEDESTRIAN MAINTENANCE PLAN

NOT TO SCALE



Smith Brehob & Associates, Inc.
 453 S. Center Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6586
 Fax: (812) 336-0312
 Web: www.smithbrehob.com

KATHERINE E. STEWART
 REGISTERED PROFESSIONAL ENGINEER
 NO. PE1600307
 STATE OF INDIANA
 Matthew Smith
 CERTIFICATION DATE: 03/16/18

JOB TITLE
ADAMS VILLAGE
WOOLERY LOT 1
BLOOMINGTON, IN.

REVISIONS	BY	DATE
AUTOREVISION 1 - CITY REVIEW COMMENTS	HEC/PJB	12/15/18
AUTOREVISION 2 - CITY REVIEW COMMENTS	HEC/PJB	3/30/19

DESIGNED BY: SB/KS
 DRAWN BY: SB/KS
 CHECKED BY: DATE

JOB NUMBER: 5331
 SHEET: C901
 DATE: 03/16/18
 TAPP ROAD TRAFFIC CONTROL PLAN



Board of Public Works Staff Report

Project/Event: Request to use public right-of-way during construction of 201 S. College Ave

Staff Representative: Dan Backler

Petitioner/Representative: Strauser Construction Company, Inc.

Date: August 21, 2018

Report: Strauser has been contracted to construct a renovation and expansion at 201 S. College Avenue which was approved by the Plan Commission at its August 13th meeting. In order to work on the renovation, Strauser will need to use the public right-of-way for staging, equipment placement, and crane activities. The use of the right-of-way is also being requested to enhance the safety of the public by moving pedestrian traffic further from overhead work. The petitioner is planning to place a 6 foot chain link fence all the way around the site that would extend into the parking lanes on 4th Street and to the edge of the sidewalk on College Avenue. A protected pedestrian walk-around would be provided on both College and 4th. Strauser would like to use the right-of-way and have a temporary traffic plan in place from August 27th until May 1st 2019. The petitioner understands that the meter fees of \$12,125.00 will be due for the entirety of the project before the meters can be blocked off for construction use.

Recommendation and Supporting Justification: Staff recognizes that the logistics of any construction in the downtown area is difficult because of limited space and appreciates the thorough maintenance of traffic plan that has been submitted. Staff recommends approval of the petitioner's request.

Recommend **Approval** **Denial** by Dan Backler

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Strauser Construction Company, Inc

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Strauser Construction Company, Inc, (hereafter “Strauser”) outlines the binding conditions placed upon and agreed to by Strauser, in exchange for use by Strauser, its agents and subcontractors, of certain public right of way during the construction of a building at 201 South College Avenue in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from August 27th, 2018, through May 1st, 2019, inclusive.
2. Planning and Transportation shall allow Strauser to block and restrict from general public usage the space along the east side of College Avenue and the south side of 4th Street and directly adjacent to the Construction Site as depicted in Exhibit “A”.
3. Strauser, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Strauser shall install and maintain, to the satisfaction of Planning and Transportation, 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 Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Strauser, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Strauser 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 Strauser.
6. Strauser, 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. Strauser 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 Strauser, their employees, agents, contractors and subcontractors.

7. Strauser, 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.
8. 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.
9. 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.
10. 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.
11. Strauser, 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 Strauser's use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
12. Strauser shall pay, in advance, for any and all meter fees associated with the closure of the five (5) adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Gilliatte General Contractors has requested a thirty-five (35) week term for its use of City right of way adjacent to the Construction Site. Calculating a six (6) day work week and deducting for holidays, the meter fees for the term of this MOU, beginning August 27, 2018 and ending April 29, 2019 are Twelve Thousand One Hundred and Twenty Five Dollars and Zero Cents (\$12,125.00).
13. In the event Strauser has not completed its work at the Construction Site by April 29, 2019, Strauser shall incur and agrees to pay meter fees of Sixty Dollars and Zero Cents (\$60.00) per day for each working day after April 29th, 2019, that Strauser continues to use public right of way at the Construction Site.

14. Prior to beginning work, Strauser, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Strauser, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Ryan Strauser, Co-Owner of Strauser, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

Board of Public Works

Strauser Construction Company

By: _____
Kyla Cox Deckard, President

By: _____
Ryan Strauser, Co-Owner

By: _____
Beth H. Hollingsworth, Vice-President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: _____

Maintenance of Traffic – Request Letter

August 12, 2018

Re: 201 S. College - Expansion
201 South College Avenue
Bloomington, Indiana

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

In preparation for the 201 S. College Expansion project, Strauser Construction Co., Inc. would like to request the temporary relocation and/or closure of areas within the public right-of-way along both College Avenue and 4th Street adjacent the project area. These specific areas and a detailed layout can be seen on the Maintenance of Traffic plan submitted by Bynum Fanyo and Associates.

The project construction consist of (2) additional building levels being constructed above the existing building footprint, structural modifications to the existing building, cleaning of existing façade, new elevator construction, installation of new sprinkler system and additional infrastructure components including added water service. To facilitate this scope of work, which is constrained by property lines at the building footprint, Strauser Construction Co, Inc. will require public right-of-way around the building be utilized for material staging and equipment placement, as well as temporary crane placements.

In addition to assisting with construction activities, this request is also necessary to deter public out of the areas directly adjacent to overhead work taking place during the project. By installing chain link fencing around the project site and concrete walk-around barriers we can better direct pedestrian flow and isolate public further away from the construction area.

As the project is currently in the permitting process, Strauser Construction Co., Inc. would plan to install the temporary traffic measures as early as August 27, 2018. Construction of the project will last until June 1, 2019. The current project schedule would require the temporary traffic plan to remain in place until May 1, 2019.

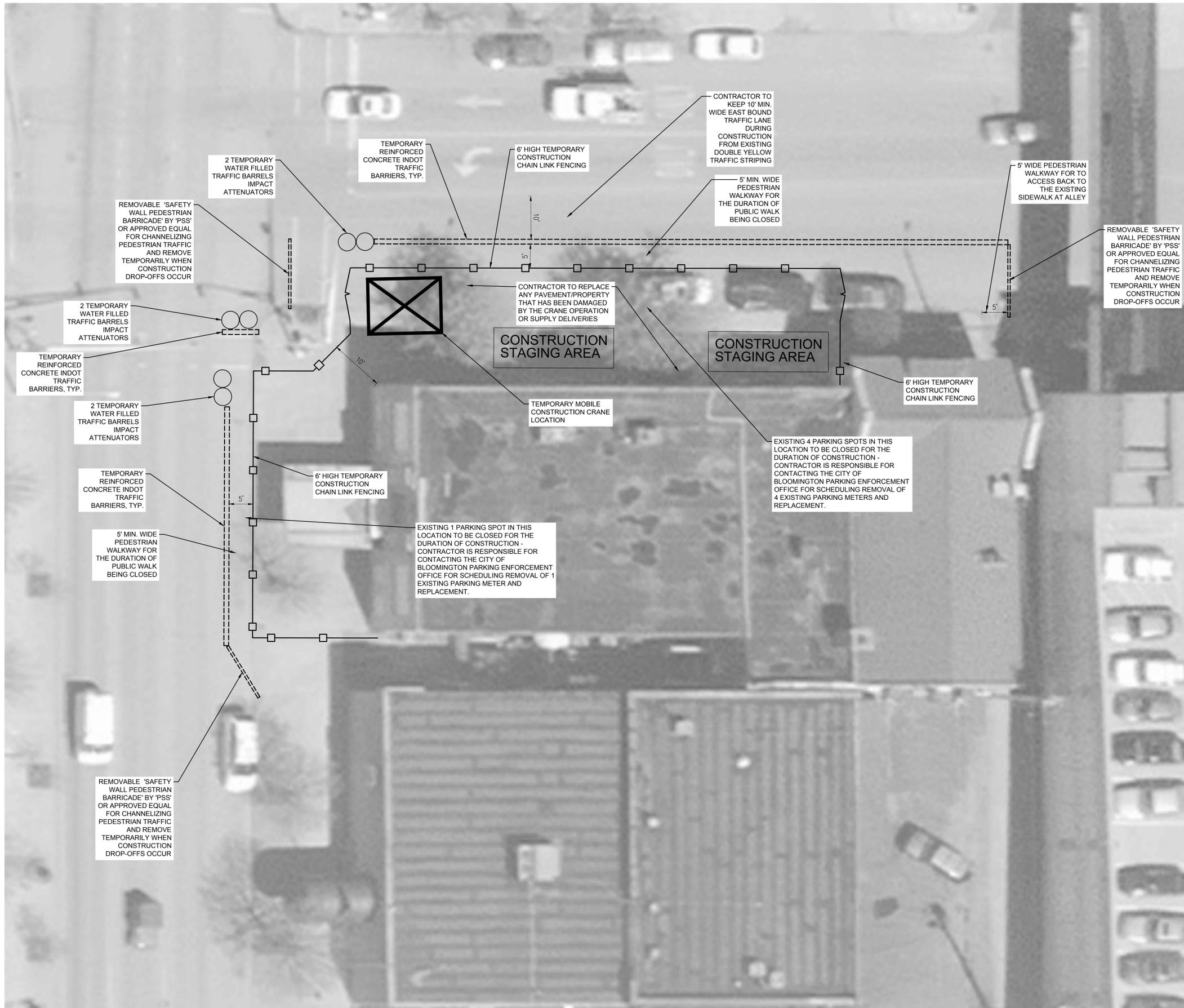
In closing, I believe our past experience has shown on other downtown projects that we are familiar with the constraints and requirements of working under these site conditions. We believe on these past projects our construction team has always shown a willingness to work with the City to meet all parties' objectives and we intend to take the same approach with this project.

Please let me know if there are any questions, comments or if we need to schedule a meeting to begin facilitating a plan that allows for construction of the facility while addressing any City concerns.



Ryan M. Strauser
RA, AIA, LEED AP

Strauser Construction Co., Inc.
4213 E. 3rd Street
Bloomington, IN 47401



GENERAL NOTES

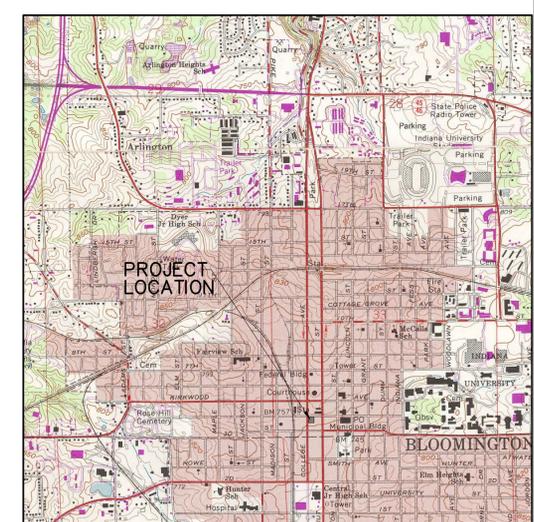
- 1. MOT AND UTILITY DESIGN BY BYNUM FANYO AND ASSOCIATES, 528 NORTH WALNUT STREET, BLOOMINGTON, INDIANA 47404. PHONE (812) 332-8030
- 2. DEVELOPER: KHAN BROTHERS, LLC - 3500 E. HOMESTEAD DRIVE, BLOOMINGTON, INDIANA 47401
- 3. PROJECT ADDRESS: 201 S. COLLEGE AVENUE, BLOOMINGTON, IN 47404
- 4. ALL WORK IS TO BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
- 5. ALL PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
- 6. FIRE SUPPRESSION COMPONENTS LOCATIONS SHALL BE APPROVED BY THE LOCAL FIRE MARSHALL AND/OR INSPECTOR PRIOR TO INSTALLATION.
- 7. EXISTING UTILITIES ON SITE SHALL BE RELOCATED AS REQUIRED. CONTRACTOR SHALL PAY ALL COSTS ASSOCIATED WITH RELOCATION.
- 8. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.

UTILITY CONTACT INFORMATION

GAS	SEWER AND WATER	ELECTRIC
VECTREN 205 S. MADISON ST. BLOOMINGTON, IN 47401 DOUG ANDERSON (812)330-4009	CITY OF BLOOMINGTON UTILITIES 600 E. MILLER DR. BLOOMINGTON, IN 47402 NANCY AXSOM (812)349-3689	DUKE ENERGY 1619 W. DEFFENBAUGH ROAD KOKOMO, INDIANA 46902 JIM SHIELDS (317)375-2071
TELEPHONE	CABLE TELEVISION	UNDERGROUND UTILITY LOCATION
AT&T P.O. BOX 56 BLOOMINGTON, IN 47402 BRENT McCABE (812)334-4521	COMCAST 2450 SOUTH HENDERSON STREET BLOOMINGTON, IN 47404 SCOTT TEMPLETON (812)355-7822	INDIANA UNDERGROUND PLANT PROTECTION 1-(800)382-5544

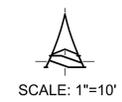


DIAL '811' BEFORE YOU DIG
PER INDIANA STATE LAW IC8-1-26.
IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.



NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.



revisions:

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

BBB
BYNUM FANYO & ASSOCIATES, INC.

Bloomington, Indiana
(812) 339-2990 (Fax)

528 north walnut street
(812) 332-8030

certified by:

**PROPOSED
201 SOUTH COLLEGE EXPANSION**

**201 SOUTH COLLEGE AVENUE
BLOOMINGTON, INDIANA 47404**

title: **SITE SAFETY & MAINTENANCE OF TRAFFIC PLAN**

designed by: DJB
drawn by: DJB
checked by: JSF
sheet no: C101
project no.: 401832



Board of Public Works Staff Report

Project/Event: Request for BPW to Accept Public Improvements
Associated with Woolery Woods, Section II Subdivision

Staff Representative: Dan Backler

Petitioner/Representative: Arthur Management, LLC

Date: 7/10/2018

Report: Jeff Arthur has requested to have public improvements associated with the Woolery Woods, Section II subdivision accepted by the City. Bloomington Municipal Code 20.09.330 states that public improvements that have been inspected and approved by the Planning and Transportation Department require acceptance by the Board of Public Works before becoming part of the city's street inventory.

Recommendation and Supporting Justification: Planning and Transportation staff have inspected the public improvements and recommend acceptance.

Recommend **Approval** **Denial by**

Dan Backler



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): Woolery woods

Public Improvement Project Description: _____

Developer: Jeff & Valerie Arthur

General Contractor: Arthur Paving Inc

Relevant Instrument Number(s): _____ [2007012829]

Date of Substantial Completion of Public Improvement Project: 7/11/18

Applicant's Name: Jeff Arthur

Applicant's Title: owner

Applicant's Agency: _____

Date of Application for Final Acceptance: 7/13/18

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

[Signature]
Applicant's Signature

7/13/18
Date



**City of Bloomington
Planning and Transportation Department**

Certificate of Final Acceptance - Inspection and Recommendation

Inspection

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this Project have been visually inspected by representatives of the City of Bloomington Planning and Transportation Department, that public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two year performance surety for the public improvements shall be in effect and shall not terminate until a period of two years after the date of substantial completion of the public improvements.

Recommendation

- Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (A performance surety in an amount equal to the greater of 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion.)
- Extension of Performance Surety. (Attach list of deficiencies including timeline for remediation.)
- Declaration that Performance Surety is in Default.

Transportation and Traffic Services Representative:

Signature: _____  _____ Date: 8/16/2016

Printed Name: Daniel A. Backler, P.E. Title Public Improvements Manager



**City of Bloomington
Planning and Transportation Department**

Certificate of Final Acceptance

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.07, Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion of the public improvements.

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

IRREVOCABLE LETTER OF CREDIT

Borrower: Arthur Management, LLC (TIN: 35-2179484)
1414 H St
Bedford, IN 47421

Lender: HOOSIER HILLS CREDIT UNION
Bedford Service Center
630 Lincoln Avenue
Bedford, IN 47421
(812) 279-6644

Beneficiary: City of Bloomington, Indiana Engineering Department
401 North Morton Street
Bloomington, IN 47404

NO.: 520030-164

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 08-20-2018 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Fifteen Thousand Eight Hundred Twenty-five & 00/100 Dollars (\$15,825.00) (the "Letter of Credit").

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER HOOSIER HILLS CREDIT UNION IRREVOCABLE LETTER OF CREDIT NO. 520030-164 DATED 08-20-2017," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: August 20, 2017

LENDER:

HOOSIER HILLS CREDIT UNION

By: Cassie Root
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Table with 4 columns: Date, Negotiated By, Amount In Words, Amount In Figures

THOMPSON PARK

WOOLERY WOODS SECTION TWO
FINAL SUBDIVISION PLAT
LOTS 12 - 26

2897812829 SPL \$25.00
 07/17/2007 02:03:48P 2 PGS
 Monroe County Recorder IN
 Recorded as Presented

DULY ENTERED
 FOR TAXATION
 JUL 12 2007
 19
 Adams Morgan County, Indiana

PARKVIEW HILLS SECTION TWO

CURVE No. 1	CURVE No. 2	CURVE No. 3
Radius - 866.824 feet	Radius - 1200.00 feet	Radius - 200.00 feet
Delta - 09d 11' 12"	Delta - 05d 39' 47"	Delta - 119d 09' 50"
Length - 143.75 feet	Length - 139.55 feet	Length - 405.49 feet
Chord - 143.594 feet	Chord - 139.47 feet	Chord - 339.52 feet
Ch. Brg. - N 89d 08' 21" E	Ch. Brg. - N 66d 07' 22" W	Ch. Brg. - N 60d 52' 23" W

SETBACK TABLE -

FRONT YARD - 25 feet REAR YARD - 25 feet SIDE YARD - 8 feet
 Side yard and rear yard setback location on corner lots depend on house orientation

5/8" x 24" rebar with yellow plastic cap set at all lot corners
 3/16" x 48" rebar posts set at all angle points and lot line crossing points on both the Tree Conservancy Easement lines and Karst Conservancy Easement lines

LEGAL DESCRIPTION - Woolery Woods Section Two

Part of the Southwest quarter of Section 8, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, more particularly described as follows:

Commencing at a stone found at the Northeast corner of said Southwest quarter; thence North 87 degrees 29 minutes 00 seconds West along the North line of said quarter 806.86 feet to the point of beginning; thence South 18 degrees 44 minutes 33 seconds East along the West line of Parkview Hills Section Two for 201.76 feet to the Northeast corner of Woolery Woods as recorded in Plat Cabinet "D", envelope 4 and 28, Office of the Recorder of Monroe County; thence South 70 degrees 00 minutes 00 seconds West along the North line of said Woolery Woods 52.84 feet; thence South 53 degrees 19 minutes 00 seconds West along said North line 138.32 feet; thence North 67 degrees 30 minutes 58 seconds West along said North line 63.69 feet; thence South 08 degrees 27 minutes 15 seconds East along the West line of said Woolery Woods 101.13 feet; thence South 07 degrees 36 minutes 24 seconds East along said West line 288.72 feet to the Southwest corner of said Woolery Woods; thence North 87 degrees 30 minutes 58 seconds West 301.38 feet; thence North 00 degrees 15 minutes 26 seconds West 660.18 feet to an iron pipe on the North line of said Southwest quarter; thence South 67 degrees 28 minutes 00 seconds East along said North line 501.75 feet to the point of beginning, containing 6.545 acres, more or less.

Subject to all easements, restrictions, and rights-of-way of record.

Witness my hand and seal this 4th day of May, 2007.

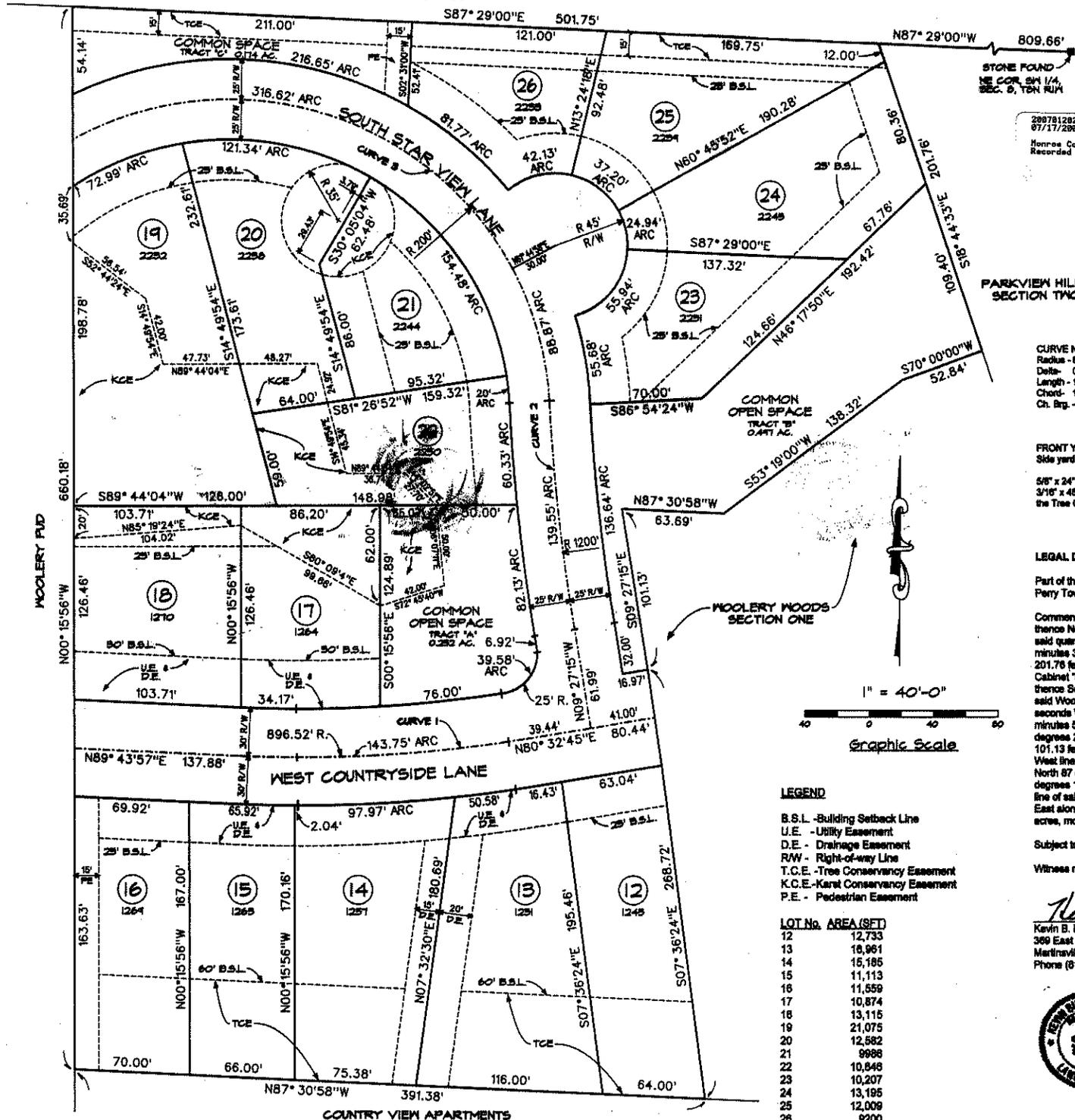
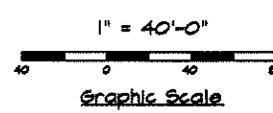
Kevin B. Potter
 Kevin B. Potter, L.S. # S 0487
 369 East Cunningham Street
 Martinsville, Indiana 48151
 Phone (812) 331-7961



LEGEND
 B.S.L. - Building Setback Line
 U.E. - Utility Easement
 D.E. - Drainage Easement
 R/W - Right-of-way Line
 T.C.E. - Tree Conservancy Easement
 K.C.E. - Karst Conservancy Easement
 P.E. - Pedestrian Easement

LOT No. AREA (SFT)

12	12,733
13	18,961
14	15,185
15	11,113
16	11,559
17	10,874
18	13,115
19	21,075
20	12,582
21	9996
22	10,846
23	10,207
24	13,185
25	12,009
26	9200







Board of Public Works Staff Report

Project/Event: Approval of the Engineering Services Contract with Eagle Ridge Civil Engineering for the Downtown Curb Ramp, Phase II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 08/21/2018

Report: Work to be completed under this contract includes the design services for the replacement of ADA ramps at 15 locations along the Washington and 6th Street corridors. A final set of bid plans will be completed by the end of October 2018 and construction is anticipated to begin in the Spring of 2019. Eagle Ridge Civil Engineering Services was selected for this work from our list of on-call Engineering firms because they are familiar with this type of work and acted as the Design Consultant for Phase I of the project. Compensation for these services are set at a not-to-exceed cost of \$37,500.00.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Engineering Services Contract with Eagle Ridge Civil Engineering Services for the Downtown Curb Ramp Phase II Project.

Recommend Approval Denial by *Roy Aten*

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	08/21/2018
Design Services Contract	Current Item	08/21/2018
Preliminary Plans	Future	09/24/2018
Draft Final Plans	Future	10/15/2018
Final Plans	Future	10/30/2018
Letting	Future	11/02/2018

PROJECT NAME: Downtown Curb Ramps, Phase 2

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2018, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Eagle Ridge Civil Engineering Services, LLC, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive design services necessary for future construction of sidewalk, curb ramps and crosswalk improvements at various intersections along 6th Street and Washington Street in the downtown area; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City and CBU staff and the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; 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 Board;

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 Board as set forth in Exhibit A, Scope of Work and Fee Estimate. 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.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board 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 Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Roy Aten, Senior Project Manager, Department of Planning and Transportation ("Aten"), to serve as the Board's representative for the project. Aten shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – 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 **Thirty-Seven Thousand, Five Hundred Dollars (\$37,500.00)**. This sum includes 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 Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board 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 at the time of billing and are due upon receipt. 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 Board may reasonably require.

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board 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 the 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 Board, as set forth in Article 11 herein.

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

Article 9. Cost Estimates: All estimates of 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 Board 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, Consultant 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 Documents: 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 Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the 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 Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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 combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the 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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith 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 required under this Agreement. The 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 Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the 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 County 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 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. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Roy Aten
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Eagle Ridge Civil Engineering Services, LLC
Attn: Brock Ridgway
1321 Laurel Oak Drive
Avon, IN 46123

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board 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 26. Verification of New Employee' Employment Status: 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 E, 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 27. No 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 F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Eagle Ridge Civil Engineering Services, LLC

By: _____
Kyla Cox Deckard, President

Brock Ridgway, P.E.
Managing Member

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Provided as separate spreadsheet, which follows.

**EXHIBIT B
COMPENSATION**

COMPENSATION

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. The agreed maximum cost is \$. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following tasks:

Assessment and Preliminary Design	\$12,940.00
Design.....	\$13,565.00
Bidding and Construction Phase	\$4,710.00
Project Management	\$1,035.00

TOTAL LUMP SUM \$ 32,250.00

In addition, the following COST PLUS items will be invoiced based on usage required to complete the tasks:

Survey (Maximum, Billed at Cost + 5%)	\$5,250.00
---	------------

TOTAL COST PLUS \$ 5,250.00

TOTAL ESTIMATED COST \$ 37,500.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Project Manager:	\$115 / hour
Project Engineer:	\$ 95 / hour
CADD Technician:	\$ 60 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	August 24, 2018	
Preliminary Plans	September 24, 2018	Assumes 1-week review period for City
Draft Final Plans	October 15, 2018	Assumes 1-week review period for City
Final Plans	October 30, 2018	
1 st Bid Advertisement	November 2, 2018	

**EXHIBIT D
KEY PERSONNEL**

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

Position / Responsibility

Name

Senior Project Manager
Project Engineer

Brock Ridgway, PE
Michael Tanis, PE

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Eagle Ridge Civil Engineering Services, LLC
(Name of Organization)

By: _____
Brock Ridgway, P.E.
Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

DOWNTOWN CURB RAMP INVENTORY AND ASSESSMENT PH II

Key Map Location	N-S Street	E-W Street	Corner	Is Work Needed? Y/N	City Comments/Issues
2	Rogers	6th	NW	Y	
			NE	Y	No bump-outs
			SW	Y	No bump-outs
			SE	No - ADA Compliant	
10	Madison	6th	NW	Y	Possible bump-outs
			NE	Y	
			SW	Y	Possible bump-outs
			SE	Y	
13	Morton	6th	NW	Y	Bump-outs
			NE	N	No work required
			SW	Y	Bump-outs
			SE	Y	Bump-outs
24	Washington	Smith	NW	N	No work required
			NE	Y	Replace Ramp
			SW	N	No work required
			SE	Y	Replace Ramp
26	Washington	6th	NW	N - ADA Compliant	No work required
			NE	Y	
			SW	Y	Bump-out, Move storm inlet, replace channel drain
			SE	Y	
30	Washington	9th	NW	Y	Possible Bump-out
			NE	Y	Possible Bump-out
			SW	Y	Possible Bump-out
			SE	Y	Possible Bump-out
42	Dunn	6th	NW	Y	Bump-outs
			NE	Y	Possible bump-outs - If it helps with slopes
			SW	Y	Possible bump-outs - If it helps with slopes
			SE	Y	Bump-outs
Alley	Dunn-Grant	6th	South	Y	Replace Transitions
Alley	Washington-Lincoln	6th	South	Y	Replace Apron
Entrance	Washington	3rd - Smith	East	Y	Replace transitions at Police parking lot entrance
	Washington	3rd	SW	Y	Replace Ramp
			SE	Y	Replace Ramp
Alley	Washington	5th - 6th	East	Y	Replace Apron
Alley	Washington	6th - 7th	West	Y	Replace Apron
Alley	Washington	7th - 8th	East	Y	Replace Apron
Alley	Washington	8th - 9th	West	Y	Replace Apron

EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE

PROJECT FEE ESTIMATE

for Bloomington Planning and Transportation Department

Downtown Curb Ramps - Phase 2

8/10/2018

TASK	Senior	Civil Engineer	CADD	Subconsultants	Project	Totals
	Civil Engineer	Civil Engineer	Technician		Expenses	
	\$115.00	\$95.00	\$60.00	At Cost + 5%	At Cost	
	Hours	Hours	Hours			
Assessment and Preliminary Design						\$18,190
Obtain GIS Mapping and Set up Plan Sheets	1	15	15			\$2,440
Conduct detailed site review of 7 new sites, Verification checks for 8 others		11			\$100	\$1,145
If necessary, Conduct Topographic survey (by BRG) - Total is an allowance - contract maximum	2	8		\$ 5,000	\$100	\$6,340
Augment GIS as needed to site features		15	5			\$1,725
Coordinate with CBU for needs in each area	1	6				\$685
Prepare Preliminary Plans for City Review	2	30	15		\$75	\$4,055
Conduct a Field Check/Preliminary Plan Review with the City and CBU	6	8			\$160	\$1,610
Obtain Comments for Final Design		2				\$190
Design Phase						\$13,565
Prepare Title Sheet		2	2			\$310
Prepare Index/General Notes/Legend/Utility Contacts Sheet	1	2	2			\$425
Assemble Typical Details Sheet	2	8	6			\$1,350
Prepare Maintenance of Traffic and Erosion Control Typical Details and Notes	2	6	4			\$1,040
Prepare Master Map for Plan Sheet Index		2	2			\$310
Prepare Final Site Designs	4	15	15		\$30	\$2,815
Additional Design for Bulbouts/Modified Intersections	1	6	3			\$865
Drainage Modifications/Improvements as needed	1	4	2			\$615
Add Grading Plans where needed	1	6	2			\$805
Summary of Quantities	1	8	1			\$935
Prepare Cost Estimate	1	4				\$495
Conduct Plan and Estimate Review Meeting with City (CBU)	6	10			\$160	\$1,800
Prepare 100% Plans	1	8	4		\$75	\$1,190
Prepare Technical Specifications	2	4				\$610
Bidding and Construction Phase						\$4,710
Assemble Pay Item List and Quantities	1	2				\$305
Update Cost Estimate		4				\$380
Prepare Unit Price Bid Form		2				\$190
Conduct Prebid Meeting and Respond to Bidder's Questions		8			\$100	\$860
Addendum Preparation (if required)	1	4	4			\$735
Attend Preconstruction Meeting		6			\$100	\$670
Construction Support By Designer (Inspection by others)	2	12			\$200	\$1,570
Project Management						\$1,035
Invoices and Progress Reports	1					\$115
Project Workplan/Management/Accounting Setup	8					\$920
Total Hours:	48	218	82	\$5,000	\$1,100	TOTAL
Fee by Classification:	\$5,520	\$20,710	\$4,920	\$5,250	\$1,100	\$37,500



Board of Public Works Staff Report

Project/Event: Resolution 2018-92: Acceptance of Engineering Design Standards and Construction Specifications.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Andrew Cibor / Roy Aten

Date: 08/21/2018

Report: The Planning and Transportation Department is requesting that the Board approve a resolution for the acceptance of certain design standards and construction specification for public infrastructure placed within the right-of-way. In the Bloomington Municipal Code, the City Engineer is permitted to establish such standards; however, this resolution will formalize the process in a transparent way. These Standards will be made available to the public on the City's website and incorporated into future public and private projects that are constructed within the right-of-way. These types of standards are commonly developed by Cities across the state.

Recommendation and Supporting Justification: Staff recommends that the Board approve Resolution 2018-92, Acceptance of Engineering Design Standards and Construction Specifications.

Recommend **Approval** **Denial** by *Roy Aten*

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-92**

Acceptance of Engineering Design Standards and Construction Specifications

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise the streets, alleys, public grounds and other property of the City and to keep them in repair and good condition; and

WHEREAS, it is therefore necessary to set and adhere to uniform design standards and construction specifications for all infrastructure construction and improvement projects for which the City will be responsible; and

WHEREAS, the City's Civil Engineer is committed to the development of design standards and construction specifications for the Board of Public Works' consideration and acceptance.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington Board of Public Works as follows:

1. The Board of Public Works hereby adopts the proposed design standards and construction specifications attached hereto as "Exhibit A", and this Resolution is hereafter in effect.
2. These standards were prepared with the intent of obtaining the highest quality of construction possible. As new materials become available and acceptable, the standards may be revised and updated.
3. The City Civil Engineer or his/her designee must approve all materials and any proposed deviations from the construction standards prior to construction and installation.
4. All improvements to be constructed in a City right of way or easement, or to be constructed in a right of way or easement to be dedicated to the City, must conform to City standards and specifications.
5. The standards shall be available both on the City's website for the Engineering Division and in the Engineering offices at City Hall, 401 North Morton Street, Bloomington, Indiana 47404.

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary



**City of Bloomington
Planning and Transportation Department
Engineering Division**

DATE: August 21, 2018

TO: All

FROM: Andrew Cibor, PE, PTOE
Transportation & Traffic Engineer

SUBJECT: City of Bloomington Standard Specifications
Standard Specification Memorandum No. 18-01

EFFECTIVE: IMMEDIATELY

The City of Bloomington adopts the most current version of the Indiana Department of Transportation (INDOT) Standard Specifications, and supplements thereto (Standards), for all Public Works projects that are carried out within the existing City right-of-way, as well as work performed on other City owned or maintained property. These Standards shall also apply to work performed by independent Contractors and Utilities within the existing City right-of-way, as well as any property intended to be dedicated to the City. Work shall conform to the Standards in effect at the time of permit approval or project bid, unless otherwise specified by the City.

From time to time, the City will see fit to establish special and supplemental provisions to these Standards. In such cases, the City will publish an addendum in the form of a memorandum or standard drawing. Copies of the memoranda and standard drawings will be posted on the City's Engineering webpage and be available in the Engineering offices of City Hall. If differences exist, these special and supplemental provisions shall take priority over the Standards and shall be applied to all projects that are, or shall be, maintained by the City.



DATE: August 21, 2018

TO: All

FROM: Andrew Cibor, PE, PTOE
Transportation & Traffic Engineer

SUBJECT: Approved Materials List, Detectable Warning Elements
Standard Specification Memorandum No. 18-02

REVISES: INDOT 2018 Standard Specifications, Sections 106.01 (a), 905.5

EFFECTIVE: IMMEDIATELY

The City of Bloomington adopted the use of the INDOT Approved Material List (APL), as referenced in Standard Specifications, Section 106.01 (a). A current copy of the APL can be obtained from the INDOT Materials Management Information website.

From time to time the City will see fit to modify the INDOT APL with deletions, substitutions and additions. This memorandum conveys that, effective immediately, the City's Standards shall supersede the INDOT Standards as follows;

905.05 Detectable Warning Surfaces

The detectable warning surface in concrete curb ramps shall be constructed using materials from the ~~Departments~~ *City of Bloomington's* approved list of Detectable Warning Surfaces, which is maintained by the ~~Office of Materials Management~~ *City of Bloomington Planning and Transportation Department Engineering Division*. A surface manufacturer wishing to add a product to the approved list shall ~~comply with Procedure L of ITM 806~~ *contact the City of Bloomington Planning and Transportation Department Engineering Division*.

The most current copy of the City of Bloomington's Approved Materials List for Detectable Warning Elements is attached and can be accessed on the City's Engineering webpage and be available in the Engineering offices of City Hall.

Attachment: Approved Material List, Detectable Warning Surfaces



Approved Material List

Detectable Warning Surfaces

August 21, 2018

The City of Bloomington, Planning and Transportation Department Engineering Division indicated that the following materials are acceptable as detectable warning surfaces when used as recommended by the manufacturer.

Manufacturer	Product	Contact	Notes
East Jordan Iron Works	Duralast Detectable Warning Plate	310 Garnet Dr New Lenox, IL 60451 tel 815-740-1640 fax 815-740-1633 customersupport@ejco.com	
Neenah Foundry	Detectable Warning Plates	2121 Brooks Ave. Neenah, WI 54956 Phone: 920-725-7000 Toll Free: 800-558-5075 Fax: 920-729-3661 www.nfco.com	
Access Products Inc	Cast in place replaceable	241 Main Street, Suite 100 Buffalo, NY 14203 1-800-682-2525 1-888-679-4022 info@accessproducts.com www.accesstile.com	Brick Red
ADA Solutions, INC	Replaceable composite ADA In-line Universal Radius Surface Applied Composite TWS Panel	323 Andover Street, Suite 3 Wilmington, MA 01887 800-372-0519 www.adatile.com	Brick Red



DATE: August 21, 2018

TO: All

FROM: Andrew Cibor, PE, PTOE
Transportation & Traffic Engineer

SUBJECT: Approved Materials List, Traffic Signal and ITS Control Equipment
Standard Specification Memorandum No. 18-03

REVISES: INDOT 2018 Standard Specifications, Sections 106.01 (a), 922.02, 922.04, 922.13 (c)

EFFECTIVE: IMMEDIATELY

The City of Bloomington adopted the use of the INDOT Approved Material List (APL), as referenced in Standard Specifications, Section 106.01 (a). A current copy of the APL can be obtained from the INDOT Materials Management Information website.

From time to time the City will see fit to modify the INDOT APL with deletions, substitutions and additions. This memorandum conveys that, effective immediately, the City's Standards shall supersede the INDOT Standards as follows;

922.02 Traffic Signal Control Equipment

Models shall be selected from the ~~Department's~~ *City of Bloomington's* list of approved Traffic Signal and ITS Control Equipment, unless otherwise specified.

922.04 Pedestrian Signal Components

Accessible pedestrian pushbutton systems shall be selected from the City of Bloomington's list of approved Traffic Signal and ITS Control Equipment.

922.13 (c) Detection Components, Other Vehicle Detection Systems

Other vehicle detection systems shall be selected from the ~~Department's~~ *City of Bloomington's* list of approved Traffic Signal and ITS Control Equipment.

The most current copy of the City of Bloomington's Approved Materials List for Traffic Signal and ITS Control Equipment is attached and can be accessed on the City's Engineering webpage and be available in the Engineering offices of City Hall.

Attachment: Approved Material List, Traffic Signal and ITS Control Equipment



Approved Material List
Traffic Signal and ITS control Equipment

August 21, 2018

The City of Bloomington, Planning and Transportation Department Engineering Division indicated that the following materials are acceptable as traffic signal and ITS control equipment when used as recommended by the manufacturer.

Manufacturer	Product	Contact	Notes
Controller			
Econolite Control Products, Inc.	Cobalt ATC controller, Model 171 traffic signal cabinet and backpanel	3360 E La Palma Ave Anaheim, CA 92806 714-630-3700 sales@econolite.com www.econolite.com	Econolite cabinet power supply, Econolite BIU (Bus Interface Unit), Reno load switch, and Reno MMU (Malfunction Management Unit)
Emergency Vehicle Preemption System			
Global Traffic Technologies, LLC	Opticom 700 series detectors and Model 762 phase selectors	7800 Third Street North St. Paul, MN 55128-5441 1-800-258-4610 651-789-7333 www.gtt.com	
Accessible Pedestrian Signal Pushbutton System			
Polara Enterprises	Navigator Accessible Pedestrian Signal (APS)	100 Maple St Commerce, TX 75428 903-366-0300 sales@polara.com www.polara.com	



Board of Public Works Staff Report

Project/Event: Emergency Shoring in the 4th Street Garage – Change Order #1
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.21.18

Report:

When the original project was bid, electrical repairs had been completed in the 4th Street Garage. Glenroy will need to move the current wiring to install shoring in the affected areas.

The original contract amount for this project was \$27,000.00. If approved this change order in the amount of \$5,250.00 will result in an adjusted total contract sum amount of \$32,250.00.

Recommend **Approval** **Denial by:** Ryan Daily

REQUEST FOR INFORMATION (RFI)

4th Street Parking Garage – City of Bloomington

TO:	Carrie L. Walden, PE CE Solutions, Inc.	RFI No.:	1
		Date:	July 25, 2018
G.C.:	Glenroy Construction Co., Inc. 450 S. Ritter Avenue Indianapolis, IN 46219 Chase H. Slaughter	Subcontractor:	
		Project No.	1808
Subject:	Electrical	Spec Section:	

Question: It appears that between the bidding of the project and the start of the project, some electrical components and exit signs were added to the parking garage. These need to be moved so that the new structural steel can be installed. Please see attached photos.

We believe that the best way to handle this would be on a T&M basis, not-to-exceed \$5,250.00 (Five Thousand Two Hundred and Fifty Dollars).

Response:

We agree the new exit signs and associated conduits were installed between when the sketches were drawn and the start of construction. The other conduits were in place during bidding and should have been included in the project for relocation. Performing the additional work for exit sign and associated conduit relocation T&M is recommended.

Please coordinate with the City of Bloomington for any necessary electrical outages and all contractual obligations associated with T&M approval.

Carrie L. Walden, PE CE Solutions, Inc. 7/27/18

cc:





PAY
ARKING
1st LEVEL
LOBBY
BEFORE
RETURNING TO
YOUR VEHICLE
TO EXIT
OR PAY AT EXIT
WITH CREDIT CARD

EXIT

LEVEL
1



EXIT

LEVEL
2



Board of Public Works Staff Report

Project/Event: CE Solutions Structural Assessment – Addendum #1
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.21.18

Report:

Urgent repairs are needed at the 4th Street Garage and have been approved by the board. CE Solutions will be overseeing the project to assure all engineering specifications are met during the project.

This is a change order in the amount from \$147,600 to \$167,100.

Funding Source will be: 452.26.260000.53650 (Other Repairs)

Recommend **Approval** **Denial by:** Ryan Daily

**ADDENDUM #1 TO SERVICES AGREEMENT
WITH CE SOLUTIONS, INC.,
FOR STRUCTURAL ENGINEERING SERVICES TO ASSESS THE
CONDITION OF CITY OF BLOOMINGTON PARKING GARAGES**

This Addendum #1 supplements the Structural Engineering Services to Assess the Condition of City of Bloomington Parking Garages Service Agreement between City of Bloomington (CITY) and CE Solutions, Inc. (CONSULTANT) entered into on October 17, 2017, as follows:

1. **Article 4 – Compensation:** This Article states, in part: “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 Board or the Board’s designated representative prior to such work being performed, or expenses incurred.”

CONSULTANT performed two (2) field observations of the 4th Street Parking Garage and advised the CITY that additional services were needed at that garage. The Additional Services and the Fee Adjustment of Nineteen Thousand Five Hundred Dollars (\$19,500.00) for these Additional Services are contained in letter dated August 14, 2018 from CE Solutions, Inc., which is attached hereto and incorporated herein as Attachment A.

Upon completion of all services under this Agreement, the total compensation paid including fees and expenses shall not exceed the amount of One Hundred Sixty-Seven Thousand, One Hundred Dollars (\$167,100.00).

2. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, CITY and CONSULTANT, by their authorized representatives, have hereunto subscribed their names this ____ day of _____, 2018.

CE SOLUTIONS, INC.

By: _____
Steven P. Osborn, PE, SE
Title: Principal / President

CITY OF BLOOMINGTON, INDIANA

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

By: _____
Philippa M. Guthrie
Title: Corporation Counsel

By: _____
Adam Wason
Title: Director, Public Works Department

August 14, 2018

Ryan Daily
City of Bloomington – Parking Garage Manager
300 N. Morton St.
Bloomington, Indiana, 47404

Re: Scope/Fee Adjustment Request No. 1
City of Bloomington Parking Garages Condition Assessment
Bloomington, Indiana

CE Solutions Project No: 17-165

Dear Ryan,

CE Solutions respectfully submits the following Scope/Fee Adjustment Request (SFAR) for additional services on the captioned project:

Our SFAR is based on the following information:

- Field observations performed between March 25th, 2018 and April 13th, 2018 of the 4th Street Parking Garage.

SCOPE ADJUSTMENT

The following ADDITIONAL SERVICES to the Agreement between the City of Bloomington and CE Solutions, Inc. have been requested:

- Structural analysis required for design of emergency repairs in the 4th Street Parking Garage as follows:
 - Supports for precast double tee members on the basement level, level 1, and level 2.
 - Supports for exterior precast panels on level 3 and level 4.
 - Support for spandrel beam on level 1.
- Preparation of detailed structural drawings to describe the requirements for the above repairs.
- Retain the services of an independent inspection firm to provide continuous special inspection of the installation of all adhesive anchors required for the above repairs; see attached proposal by ATC.
- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.
- Perform one construction observation/site visit of the structural work to determine general conformance with the structural design concept and the Structural Contract Documents. CE

Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.

- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list completion.
- Respond to Contractor Requests for Information (RFI's) associated with the portion of the project designed by CE Solutions and to clarify the structural design intent.
- Review and respond to Special Inspector's inspection and test reports pertaining to the structural system if/when deficiencies are identified.

FEE ADJUSTMENT

CE Solutions intends to perform the ADJUSTED SCOPE OF SERVICES on a firm fixed fee basis in the amount of \$19,500.

Original Basic Services Contract Amount:	\$147,600
Fee Adjustment Request No. 1 (ATC):	\$8,600
<u>Fee Adjustment Request No. 1 (CES):</u>	<u>\$10,900</u>
Adjusted Basic Services Contract Fee:	\$167,100

Ryan, we value very much our relationship with you The City of Bloomington. Thank you again for selecting CE Solutions for your structural engineering needs. Should you have any questions or wish to discuss this matter further, please don't hesitate to contact the undersigned.

Very truly yours,



Carrie L. Walden, PE
Senior Project Manager

SCOPE/FEE ADJUSTMENT ACCEPTANCE

Description of Professional Services:

Additional Services as outlined in the foregoing Scope/Fee Adjustment Request.

Project Name:

Scope/Fee Adjustment Request No. 1
City of Bloomington Parking Garages Condition Assessment
Bloomington, Indiana

CE Solutions Project No: 17-165

The following signatures indicate acceptance of the foregoing Scope/Fee Adjustment Request.
Please execute two copies and return one (1) original fully executed copy of this page to our office.
Retain the other copy for your records.

Thank you.

CE Solutions, Inc.



DATE: August 14, 2018

Steven P. Osborn, PE, SE
Principal / President

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

BY: _____

ATTEST: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

DATE: _____

July 10, 2018

Mr. Mike Kelly, E.I.
Project Engineer
CE Solutions, Inc.
10 Shoshone Drive
Carmel, Indiana 46032

ATC Group Services LLC

7988 Centerpoint Dr.
Suite 100
Indianapolis, IN 46256

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

www.atcgroupservices.com

Re: Construction Materials Observations and Testing Services

Anchor Bolt Special Inspections, 4th Street Garage
105 West 4th Street
Bloomington, Indiana
ATC Proposal No. CMT-18-1099

Dear Mr Kelly:

ATC Group Services, LLC (ATC) is pleased to submit this proposal for providing special inspections, observations, and testing services for the 4th Street Garage Renovations project located in Bloomington, Indiana. ATC has been dedicated to providing superior construction materials testing services throughout the state of Indiana for over 60 years. ATC is distinctly qualified to provide construction materials evaluations, observations, and testing services required for this project because of our involvement in similar projects throughout the State of Indiana.

Construction Materials Testing Scope of Services

We understand that our scope of services for this project will include Special Inspections observations and testing for anchor bolts (Hilti galvanized HAS rods, installed using Hilti HY-200 epoxy). The construction materials observations, evaluations, and testing will be performed in accordance with applicable HILTI product specification sections as well as applicable ASTM test methods and ACI requirements. Post installation testing, such as anchor-bolt pull testing, has not been specified for this project.

Based upon the anticipated construction schedule provided, it is assumed that ATC's Special Inspector will be required to be present on-site for a maximum of nine hours a day during the anchor bolt installation for up to seven days. The field services will be primarily performed by an NDT Technician/Certified Welding Inspector.

Estimated Cost

We propose to perform our services on a unit price basis in accordance with the attached Fee Schedule. An accurate total cost estimate for construction materials evaluations, observations, and testing services cannot be determined since these

services are entirely conditional and contingent on the actual activities performed along with the scheduling and sequencing of the work by the contractors. Thus, the actual number of days on-site and duration of services required is beyond our control. Based on a review of the schedule and specifications, in conjunction with the level of services required and the attached fee schedule, we estimate a budget for our construction materials observations, evaluations, and testing services for this project of **\$8,600.00**. This estimate is based upon the number of days on-site and duration as defined previously.

We appreciate the opportunity to offer our services to you on this project and look forward to working with you. If you have any questions or need any further information, please feel free to contact us.

Sincerely,

ATC Group Services LLC

A handwritten signature in blue ink, appearing to read "Tom Struewing".

Tom Struewing, P.E.
Principle Engineer

A handwritten signature in black ink, appearing to read "Aaron Daniels".

Aaron Daniels
Project Manager

Attachments



PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document dated July 10, 2018 by and between CE Solutions, Inc. of Carmel, Indiana and ATC Group Services LLC of Indianapolis, Indiana.

Client and ATC agree as follows:

1. CONTRACT DOCUMENT – Referred to as the “Contract Document” or “Agreement.” Defined as: PROPOSAL ACCEPTANCE FORM, the CLIENT SERVICE AGREEMENT, and any proposals that includes a scope of services, fee schedules and other documents listed below under PROFESSIONAL SERVICES.
2. PROFESSIONAL SERVICES – ATC will provide professional services ("Services") for the Client as indicated in the following documents:
 - 2.1 Proposal No. CMT-18-1099 dated July 10, 2018
3. DESIGNATED REPRESENTATIVES – The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

DESIGNATED REPRESENTATIVE
ATC GROUP SERVICES LLC

Name: Aaron Daniels
Address: 7988 Centerpoint Drive, Suite 100
Indianapolis, Indiana 46256

Phone: 317-579-4093

DESIGNATED REPRESENTATIVE
CE SOLUTIONS, INC.

Name: Mike Kelly
Address: CE Solutions, Inc.
10 Shoshone Drive
Carmel, Indiana 46032

Phone: 317-853-1490
Email: mmkelly@cesolutionsinc.com

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.

ACCEPTED BY:

ATC GROUP SERVICES LLC

CLIENT: CE Solutions, Inc.

By: _____

By: _____
(Person authorized to execute contracts)

Title: _____

Title: _____

Date: _____

Date: _____



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

CONSTRUCTION MATERIALS TESTING AND EVALUATION
Anchor Bolt Special Inspections Bloomington - CE Solutions, Inc

ATC Proposal CMT-18-1099

PROFESSIONAL SERVICES	Unit Cost	Unit
Administrative	\$ 28.00	Hour
Senior Engineering Technician	\$ 36.00	Hour
Special Services Engineering Technician	\$ 50.00	Hour
NDT Technician / Certified Welding Inspector	\$ 80.00	Hour
Project Manager	\$ 80.00	Hour
Project Engineer/P.E.	\$ 95.00	Hour
LABORATORY EQUIPMENT & TESTING FEES	Unit Cost	Unit
Soils		
Nuclear Density Machine	\$ 50.00	Day
Standard Proctor (ASTM D-698)	\$ 140.00	Each
Modified Proctor (ASTM D-1557)	\$ 150.00	Each
Sieve Analysis (ASTM D-422)	\$ 85.00	Each
Atterberg Limits (ASTM D-4318)	\$ 55.00	Each
Dynamic Cone Penetrometer	\$ 100.00	Day
DCP Tips	\$ 5.00	Each
Topsoil Analysis	\$ 100.00	Each
Concrete		
Compression Test Cylinders	\$ 10.00	Each
FF/FL Testing (Including Equipment)	\$ 450.00	Day
Asphalt		
Extraction/Gradation Test	\$ 95.00	Each
Coring Machine Rental	\$ 65.00	Daily
Asphalt Core Density	\$ 35.00	Each
Structural Steel		
UT, Mag Particle, or Dye Penetrant Equipment	\$ 75.00	Day
Anchor Bolt Testing Equipment	\$ 100.00	Day
Masonry & Miscellaneous		
Block Compressive Strength	\$ 35.00	Each
Absorption & Moisture Content	\$ 25.00	Each
Unit Weight of Block	\$ 25.00	Each
Compressive Strength of Mortar\Grout	\$ 12.00	Each
Fireproofing Density Test (ASTM E-605)	\$ 25.00	Each
TRAVEL FEES	Unit Cost	Unit
Mileage	\$ 0.60	Mile

-
- Prices are valid for twelve months from date of this document.
 - Minimum of 24 hour notice is required for scheduling field services.
 - Overtime rates of 1.5 times the regular rates apply for time over 8 hours per day, and all time on weekends and Holidays.
 - Special services engineering technician includes, but not limited to, pavement coring operations, etc.

CLIENT SERVICE AGREEMENT

1. SERVICES TO BE PERFORMED ATC shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement, scheduling work to be performed as indicated in the Service Order, or by electronic acceptance of the Service Order. The proposal, Service Order, this Agreement and any attachments pertaining to thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).

3. COMPENSATION Client will pay ATC for Services and expenses in accordance with the Service Order. ATC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. ATC may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify ATC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay ATC's attorney's fees, and all other costs incurred in collecting past due amounts. ATC may from time to time revise its fees and/or rates and advise client either by general notification, or by specific Service Order.

4. EXPENSES Unless otherwise stated in the Service Order, Client agrees to pay ATC for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATC in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. ATC will submit a Change Order to Client detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.

5. INSURANCE ATC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described below.

a. Workers' Compensation (statutory)

Employer's Liability

- Each accident \$ 1,000,000
- Disease - Each Employee \$ 1,000,000
- Disease - Policy Limit \$ 1,000,000

b. Commercial General Liability

- Each Occurrence \$1,000,000
- Personal and Advertising Injury \$1,000,000
- General Aggregate \$2,000,000
- Products and Completed Operations Aggregate \$2,000,000

c. Commercial Automobile Liability

- Combined Single Limit \$1,000,000

d. Errors and Omissions / Professional Liability

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

e. Contractor's Pollution Liability

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

6. OBLIGATIONS OF CLIENT Client warrants that all information provided to ATC concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC is relying upon the completeness and accuracy of information supplied to it by Client and ATC will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless ATC for any costs, expenses or damages incurred by ATC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC liable if ATC's recommendations are not followed and waives any claim against ATC, and agrees to defend, indemnify and hold ATC harmless from any claim or liability for injury or loss that results from failure to properly implement ATC's recommendations.

7. STANDARD OF CARE ATC's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC written notice within one (1) year of any breach or default under this section and to provide ATC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC, as a condition precedent to any claim for damages.

8. LIMITATIONS OF METHOD RELIABILITY The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC's observations only represent conditions observed at the time of the Site visit. ATC is not responsible for changes that may occur to the Site after ATC completes the Services.

9. INTERPRETATION OF DATA ATC shall not be responsible for the interpretation of ATC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC and that the data interpretations and recommendations of ATC's personnel are based solely on the information available to them.

10. THIRD PARTY INFORMATION ATC is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATC shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to

properly index files, or otherwise to fail to maintain or produce accurate or complete records.

11. SITE ACCESS Client grants or shall obtain for ATC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, ATC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC during ATC's performance of the Services. ATC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC from gaining access to building materials, systems, and/or components.

12. SITE CONTROL ATC's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATC's employees does not mean that ATC is observing or verifying all Site work or placement of all materials. Client agrees that ATC will only make on-Site observations appropriate to the Services provided by ATC and will not relieve others of their responsibilities to perform the work.

13. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client should retain the services of a professional surveyor if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by Client in writing at the time the diagram is supplied.

14. SAMPLES AND EQUIPMENT Unless otherwise specified in the Service Order or required by law, ATC will not retain any samples obtained from the Site. At no time does ATC assume title to the samples; all samples shall remain the property of the Client. ATC will, however, sign manifests as agent for Client.

All laboratory and field equipment contaminated during ATC's Services that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of Client. Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Service Order.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATC assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Service Order.

Unless otherwise specified in the Service Order, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater

contamination, or air pollutants are not part of ATC's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATC may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC.

17. SAFETY ATC shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.

18. UTILITIES Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless ATC from and against any claims, losses or damages incurred or asserted against ATC related to Client's failure to mark, protect or advise ATC of underground structures or utilities.

19. ROOF CUTS Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the responsibility of the Client to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC may make temporary repairs, which may result in additional charges. ATC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC's temporary repairs.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The Client acknowledges that ATC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless ATC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC acting as Client's agent to sign waste manifests, allegations that ATC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATC may immediately suspend work.

22. ATC AND CLIENT INDEMNIFICATION ATC shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of ATC, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless ATC from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC shall also be granted to those subcontractors retained by ATC for the performance of the Services.

23. LIMIT OF LIABILITY ATC's total liability for all claims or causes of action of any kind including but not limited to negligence, bodily injury or property damage, breach of contract or warranty shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATC is not a manufacturer. If any equipment is used or purchased by ATC for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC to Client.

26. DOCUMENTS Project-specific documents and data produced by ATC under this Agreement shall, upon completion of the Service Order become the property of Client upon payment of amounts owed ATC. ATC shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data produced by ATC are not intended or represented by ATC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third parties sole risk.

28. THIRD-PARTY CLAIMS Client agrees to pay ATC's costs (including reasonable attorney's fees) for defending ATC against any claims that a third party or a regulatory agency asserts against ATC related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC.

29. SUBPOENAS The Client is responsible for payment of ATC's time and expenses resulting from ATC's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.

30. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client,

ATC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. ASSIGNMENT Neither the Client nor ATC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. FORCE MAJEURE Neither Client nor ATC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

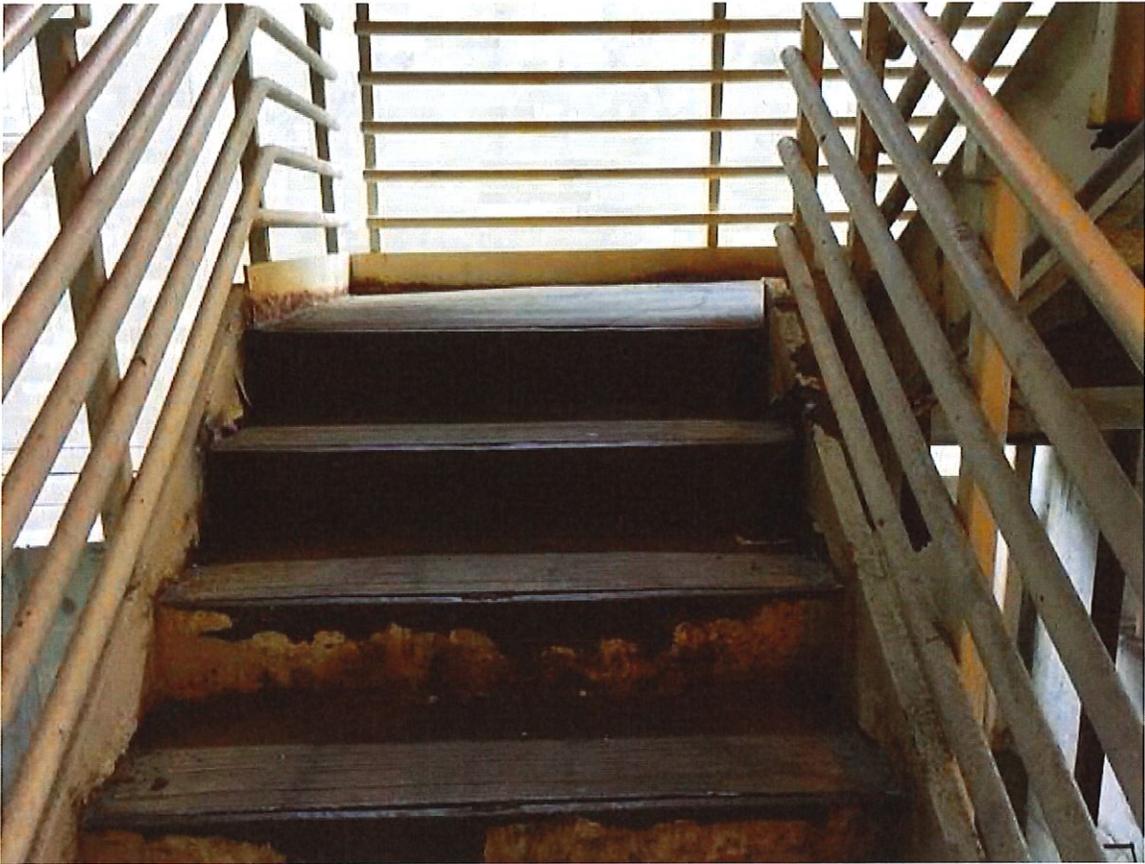
This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.





**PROJECT NAME: Structural Engineering Services to Assess the Condition of City of
Bloomington Parking Garages**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 17th day of October, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and CE Solutions, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts so that **the City's parking garages continue to provide structurally sound and safe facilities for persons who utilize them.**

WHEREAS, the Board requires the services of a professional consultant in order to **provide structural engineering services for this Project**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Provide comprehensive structural assessment of the three (3) City parking garages in the downtown. The assessments shall include all parking deck levels and stair towers. This study will assist in determining a scope, schedule and budget for repair and restoration of these parking garages.

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 Board;

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 Board 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.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Article 3. Responsibilities of the Board: The Board 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 Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Ryan Daily, Parking Garage Manager, Public Works Department (“Daily”) to serve as the Board’s representative for the project. Daily shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board 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:

One Hundred Forty-Seven Thousand, Six Hundred Dollars (\$147,600) – Not To Exceed Amount

This 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 Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board 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 at the time of billing and are due upon receipt. 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 Board may reasonably require.

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The Consultant shall use reasonable professional efforts to see that 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 Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board 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 the 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 Board, as set forth in Article 11 herein.

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

Article 9. Cost Estimates: 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 Board 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, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: 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 Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the 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 Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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 \$1,000,000 for each claim, and \$2,000,000 in the 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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith 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 required under this Agreement. The 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 Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the 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 County 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 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. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Public Works Department
Attn: Ryan Daily
401 N. Morton Street, Suite 120
Bloomington, IN 47404

Consultant:

CE Solutions, Inc.
Attn: Steven P. Osborn
10 Shoshone Drive
Carmel, IN 46032

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board 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.

Article 26. Verification of New Employee' Employment Status: 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 E, 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 of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subcontractors learns is an unauthorized alien. If the Commission obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission shall notify the Consultant or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant 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 Consultant or its subcontractor did not knowingly employ an unauthorized alien. If the Consultant or its subcontractor fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subcontractor is liable to the Commission for the actual damages.

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

CE Solutions, Inc.

By: *Kyla Cox Deckard*
Kyla Cox Deckard
President

Steven P. Osborn
Steven P. Osborn, PE, SE
Principal / President

By: _____
Kelly M. Boatman
Vice President

By: *Dana Palazzo*
Dana Palazzo
Secretary

By: *Adam Wason*
Adam Wason, Director
Public Works Department

By: *John Hamilton* Deputy Mayor
John Hamilton, Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Jackie Moore*
DATE: 10.12.17

CITY OF BLOOMINGTON
Controller

Reviewed by: *Don Devo*
DATE: 10/17/17
FUND/ACCT: 452-26-451

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

CE Solutions, Inc.

By: *Kyla Cox Deckard*
Kyla Cox Deckard
President

Steven P. Osborn, PE, SE
Principal / President

By: _____
Kelly M. Boatman
Vice President

By: *Dana Palazzo*
Dana Palazzo
Secretary

By: *Adam Wason*
Adam Wason, Director
Public Works Department

By: *John Hamilton* Deputy Mayor
John Hamilton, Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Jackie Moore*
DATE: 10.12.17

CITY OF BLOOMINGTON
Controller
Reviewed by: *Don Devo*
DATE: 10/17/17
FUND/ACCT: 452-46-451

**EXHIBIT A – Scope of Services
(In 3 Pages, Page 9A, 9B and 9C)**

SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

PHASE 1A (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING) STRUCTURAL CONDITION ASSESSMENT AND CONSTRUCTION DOCUMENT PREPARATION

Design services will result in a set of contract documents (drawings and specifications) that will be used to effectively repair and waterproof the top parking deck of the Morton Street Parking Garage. Submittal sets will include: Design Development (DD), and Construction (Bid) Documents

- Perform a detailed field assessment to observe and document the structural condition of the existing Morton Street Parking Garage – top level parking deck only. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings
- Participate in one owner review meeting in Bloomington, Indiana following submission of Design Development (DD) documents.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Retain the services of ATC to perform the following testing within the Morton Street and Walnut Street parking garages. All concrete testing within these parking garages will be completed as part of this phase, and the testing results will be used to inform work for this phase and later phases.
 - Pachometer rebar locating on garage parking decks to determine approximate size, depth and spacing of the reinforcing steel and post-tension tendons
 - Petrographic analysis to review chemistry of concrete mix used for parking deck in order to better understand extent of durability design measures taken during the original construction of the garages
 - Chloride ion tests to determine extent to chloride contamination that has occurred since original construction of the garages
 - See attached proposal from ATC.
- Prepare an opinion of probable construction cost at each design phase.
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.

*PHASE 1B (4TH STREET PARKING GARAGE CONDITION ASSESSMENT)
STRUCTURAL CONDITION ASSESSMENT AND REPORT*

- Perform a detailed field assessment to observe and document the structural condition of the existing 4th St. parking garage including all parking levels and stair towers. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings
 - Field verifying, as necessary, dimensions from existing Contract Documents.
- Participate in one owner review meeting in Bloomington, Indiana following submission of 75% Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure.
- Prepare a detailed report with a description of the existing conditions, observations, analysis results and recommendations including representative sketches and details for any structural repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing, recommended repairs, augmentation or strengthening of structural deficiencies observed during our visual structural condition assessment.
- Retain Applied Engineering Services for Plumbing (Drainage) Study.
 - See attached proposal.
- Generate CAD drawings of 4th Street parking garage general layout and select typical sections and submit digital copy to parking garage manager as requested.

*PHASE 2 (WALNUT STREET PARKING GARAGE 2ND LEVEL DECK AND TOP DECK WATERPROOFING)
STRUCTURAL CONDITION ASSESSMENT AND REPORT*

- Perform a detailed field assessment to observe and document the structural condition of the existing Walnut Street Parking Garage – 2nd and top level parking decks only. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings

- Participate in one owner review meeting in Bloomington, Indiana following submission of 75% Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Prepare a detailed report with a description of the existing conditions, observations, analysis results and recommendations including representative sketches and details for any structural repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing and recommended repairs of structural deficiencies observed during our visual structural condition assessment

PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT)
STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a detailed field assessment to observe and document the structural condition of the existing Morton Street and Walnut Street parking garages including all parking levels and stair towers. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings
- Participate in one owner review meeting in Bloomington, Indiana following submission of 75% Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Prepare a detailed report with a description of the existing conditions, observations, analysis results and recommendations including representative sketches and details for any structural repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing and recommended repairs of structural deficiencies observed during our visual structural condition assessment
- Generate CAD drawings of Walnut and Morton Street parking garage general layouts and select typical sections and submit digital copies to parking garage manager as requested.

EXHIBIT B -- Compensation
(In 2 Pages, 10A and 10B)

The total compensation paid including fees and expenses shall not exceed the amount of **One Hundred Forty-Seven Thousand, Six Hundred Dollars (\$147,600) – Not To Exceed Amount.** A detailed description of 2017 Consultant's Fee Schedule is also provided.

FEE

- CE Solutions and our subconsultants intend to provide the above professional services on a firm fixed fee basis as follows:

PHASE 1A (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING)

Concrete testing (see ATC proposal attached)	\$7,450
Field Work	\$4,850
<u>Structural Design & Construction Document Preparation</u>	<u>\$8,700</u>
PHASE 1A SUBTOTAL	\$21,000

PHASE 1B (4TH STREET PARKING GARAGE CONDITION ASSESSMENT)

Drainage review (see Applied Engineering proposal attached)	\$8,500
Field Work + CAD drawing generation	\$31,300
75% Draft Report	\$10,300
<u>Final Study Report</u>	<u>\$2,600</u>
PHASE 1B SUBTOTAL	\$52,700

PHASE 2 (WALNUT STREET PARKING GARAGE 2ND LEVEL DECK AND TOP DECK WATERPROOFING)

Field Work	\$4,100
75% Draft Report	\$5,800
<u>Final Study Report</u>	<u>\$1,400</u>
PHASE 2 SUBTOTAL	\$11,300

PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT)

Field Work + CAD drawing generation	\$47,300
75% Draft Report	\$12,300
<u>Final Study Report</u>	<u>\$3,000</u>
PHASE 3 SUBTOTAL	\$62,600

TOTAL **\$147,600**

Fees for phases 1B, 2, and 3 are for the study and report only; design fees for the implementation of the report into a capital project will be provided upon receipt of the RFP for the next phase of the work.

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in our fee.

The above fees are based upon the construction schedule described in Exhibit C. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.



2017 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

Principal I / II	\$185 / \$217 / hour ¹
Senior Project Manager I / II / III	\$135 / \$168 / \$185
Senior Project Engineer	\$195
Project Manager	\$115
Project Engineer	\$106
Staff Engineer	\$95
BIM Specialist / Designer	\$99
CAD / BIM Technician / Drafter	\$77
CAD / Technical Project Assistant	\$59
Senior Administrative / Project Assistant	\$140
Administrative / Project Assistant	\$89
Clerical	\$77

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

¹ Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$270/hour.

REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%
Photograph processing and printing	@ cost + 10%
Shipping/courier	@ cost + 10%
Equipment and instrument rental	@ cost + 10%
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%
Sub-consultant services	@ cost + 10%
Electronic File Exchange for sub-contractors	PDF \$50 each CAD DWG \$250 each BIM RVT \$1,000 each

Effective 1/1/2017

CE Solutions 2017 Fee Schedule.doc

CE Solutions, Inc.
10 Shoshone Drive
Carmel, IN 46032

317.818.1912

cesolutionsinc.com

EXHIBIT C – SCHEDULE

Consultant shall complete the Project within the Schedule set forth below. Consultant will start active and continuous work on the Project upon issuance of the written Notice to Proceed. Any changes to the Schedule will be agreed to by both the City and the Consultant.

SCHEDULE

PHASE 1A (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING)

Project Start	October 19, 2017
Design Development Submission	November 10, 2017
Construction Documents Submission	November 20, 2017
Bid Opening	December 6, 2017
Anticipated Contractor Award	December 12, 2017

PHASE 1B (4TH STREET PARKING GARAGE CONDITION ASSESSMENT)

Study Start	March 5, 2018
Draft Study Submission – 75% completion	May 25, 2018
Final Study Submission	June 29, 2018

PHASE 2 (WALNUT STREET PARKING GARAGE 2nd LEVEL DECK AND TOP DECK WATERPROOFING)

Study Start	May 7, 2018
Draft Study Submission – 75% completion	May 28, 2018
Final Study Submission	June 8, 2018

PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT)

Study Start	May 7, 2018
Draft Study Submission – 75% completion	August 6, 2018
Final Study Submission	September 3, 2018

EXHIBIT D – Key Personnel

Steven P. Osborn, PE, SE Principal / President

Carrie L. Walden, PE Project Manager

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the President of CE Solutions, Inc.
(job title) (company name)

2. The company named herein that employs the undersigned:

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

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

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

Steven P. Osborn
Signature

Steven P. Osborn
Printed name



STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared SEVEN
P. OSBORN and acknowledged the execution of the foregoing this 5th day
of OCTOBER, 2017.

My Commission Expires: 12.28.2021

Sarah M. Greenberg
Notary Public Signature

County of Residence: HAMILTON

SARAH M. GREENBERG
Printed name

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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 5 day of October, 2017.

CE Solutions, Inc.
(Name of Organization)

By: *Steven P. Osborn*

Steven P. Osborn, President
(Name and Title of Person Signing)



STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared STEVEN
P. OSBORN and acknowledged the execution of the foregoing this 5th day
of OCTOBER, 2017.

My Commission Expires: 12.28.2021

Sarah M. Greenberg
Notary Public Signature

County of Residence: HAMILTON

SARAH M. GREENBERG
Printed Name



Board of Public Works Staff Report

Project/Event: Fencing Install at Morton Street Garage 8th Floor
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.20.18

Report: The Morton Street garage is in need of a fence on the 8th floor southwest corner. Due to safety issues, this will keep individuals from jumping to the roof of the Olympus Mercury Apartment building.

We requested quotes from four vendors for this project:

Contractor	Date of Walkthrough	Bid Amount	Notes:
Affordable Fence	7/23/2018		Did not Contact back
Sunset Hill Fence	N/A		Did not Contact back
Ward (Award Fence, LLC)	N/A		Did not Contact back
Ann-Kriss LLC	7/5/2018	\$ 3,976.14	

We recommend using: Ann-Kriss LLC.

Total cost = \$3,976.14

Funding Source will be: 452.26.260000.53650

Recommend **Approval** **Denial by:** Ryan Daily



Request for Quotes

Scope of Work: Fencing installed at Morton Street Garage

Date: 6/25/2018

The City of Bloomington, Parking Garages, is soliciting quotes for: Fencing on the south west 8th floor of Morton Street Garage located at, 245 N. Morton Street, Bloomington Indiana 47404.

Selected contractor shall furnish all materials, labor and tools to complete the following:

- i. Contractor shall schedule time to complete a walkthrough with the Customer Service Rep., Jessica Goodman, within 3 days of receiving this notice. Contractor shall schedule this meeting by contacting Jessica Goodman @ goodmanj@bloomington.in.gov or 812.369.3622
- ii. Contractor shall submit a quote within 5 business days of completing the walkthrough
- iii. Contractor shall:
 - a. provide Proof of Insurance
 - b. complete a current W-9 and
 - c. complete the City of Bloomington's EFT forms.
- iv. Pricing shall display total cost and a detail of work cost by line.
- v. Contractor shall submit a detailed timeline of the project with a start and completion date.
- vi. Contractor shall submit and have an approved, by the City of Bloomington Contract Compliance Officer, Barbra McKinney, and their written Affirmative Action Plan 24-hours prior to the submission deadline for requests.

Scope of Work

- i. Contractor shall apply for all necessary permits
- ii. Contractor shall block off parking spaces they need within the work area
- iii. Contractor shall notify Garage Manager 24 hours prior to closing any areas
- iv. Contractor shall make all necessary measurements for the entire scope of work
- v. Contractor shall not work past 9:00 PM on any day
- vi. Contractor shall assure work area is clean of any debris after work is completed.
- vii. The facility manager will perform a walkthrough of the area with the Contractor to assure all detail of the scope of work is complete.
- viii. Photos attached are a representation of the scope of work and not inclusive

Project Details

- Contractor shall use 9 gauge Wire Selection with a 2" Mesh (commercial fencing)
- Fence needs to be 8ft tall
- Contractor shall use 1 5/8" anchor bolt
- Contractor shall only drill in garage columns, not in the decking
- Contractor shall seal anchors with a waterproof concrete sealant equivalent to, gray or clear DAP Concrete and Masonry Sealant Silicone.



AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

Fencing Installed at Morton Street Garage

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **installation of fencing at 8th Floor of Morton Street Garage**, (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within thirty (30) days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Three Thousand Nine Hundred Seventy-Six Dollars and Fourteen Cents (\$3,976.14). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Ann-Kriss LLC
Attn: Ryan Daily	Attn: David Padgett
P.O. Box 100	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Ann-Kriss LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

FENCING INSTALLED AT MORTON STREET GARAGE

This project shall include, but is not limited to, the following SCOPE OF WORK. Ann-Kriss LLC shall provide all necessary labor and material to complete the following:

Project Details

1. use 9 gauge Wire Selection with a 2" Mesh (commercial
2. Fence needs to be 8ft tall
3. 1 5/8" anchor bolt
4. only drill in garage columns, not in the decking (unless 1 1/2 inch tap con screws are used)
5. Seal All anchors with a waterproof concrete sealant equivalent to, gray or clear DAP Concrete and Masonry Sealant Silicone.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Staff Report

Project/Event: Morton Street Stairwell Painting - South East Stair Tower
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.20.18

Report: The Morton Street Garage South East Stairwell is in need of painting on the underside on each staircase. Staff was able to paint the handrails and landings.

We contacted three vendors for quotes for this project:

Contractor	Date of Walkthrough	Bid Amount
Dave Padgett (Ann-Kriss)	7/19/2018	\$ 3,721.60
Color Theory LLC	N/A	
Weddle Bros	N/A	

We recommend using: Ann-Kriss LLC

Total cost to repair = \$3,721.60

Funding Source will be: 452.26.260000.52340

Recommend **Approval** **Denial** by: Ryan Daily



Request for Quotes

Scope of Work: Morton Street Stairwell Painting

Date: 06/18/2018

The City of Bloomington, Parking Garages, is soliciting quotes for: Painting the back of stairwells on the South East and North West corner of the Morton Street Garage, located off of 7th and Morton Street, Bloomington Indiana.

Selected contractor shall furnish all materials, labor and tools to complete the following:

- i. Contractor shall schedule time to complete a walkthrough with Jessica Goodman, within 5 days of receiving this notice. Contractor shall schedule this meeting by contacting Jessica Goodman @ 812.369.3622 or goodmanj@bloomington.in.gov
- ii. Contractor shall submit a quote within 7 business days of completing the walkthrough
- iii. Contractor shall:
 - a. provide Proof of Insurance
 - b. complete a current W-9 and
 - c. complete the City of Bloomington's EFT forms.
- iv. Pricing shall display total cost and a detail of work cost by line.
- v. Contractor shall submit a detailed timeline of the project with a start and completion date.
- vi. Contractor shall submit and have an approved, by the City of Bloomington Contract Compliance Officer, Barbra McKinney, their written Affirmative Action Plan 24-hours prior to the submission deadline for requests.

Scope of Work

- i. Contractor shall apply for all necessary permits
- ii. Contractor shall block off parking spaces as needed.
- iii. Contractor shall notify Garage Manager 24 hours prior to closing any areas in the facility
- iv. Contractor shall assure work area is clean of any debris after work is completed.
- v. Contractor shall dispose of all waste material in a coded disposal facility
- vi. Contractor shall use paint and primer provided by the city
- vii. The facility manager will perform a walkthrough of the area with the Contractor to assure all detail of the scope of work is complete.

Project Details

- i. Sand down back sides, handrails, and risers of stairwells, South West from 3rd floor up, and North West from 1st floor up.
- ii. Prime the back sides, hand rails, and risers of stairwells (City will provide primer)
- iii. Paint back side, hand rails, and risers of stairwells (City will provide paint)

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

Morton Street Garage Stairwell Painting

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Morton Street Garage Stairwell Painting**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Three Thousand Seven Hundred Twenty-One Dollars and Sixty Cents (\$3,721.60). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Ann-Kriss LLC
Attn: Ryan Daily	Attn: David Padgett
P.O. Box 100	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Ann-Kriss LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

MORTON STREET GARAGE STAIRWELL PAINTING

This project shall include, but is not limited to, the following SCOPE OF WORK. Ann-Kriss LLC shall provide all necessary labor and material to complete the following:

Project Details:

- i. Sand down back sides, handrails, and risers of stairwells, South West from 3rd floor up, and North West from 1st floor up.
- ii. Prime the back sides, hand rails, and risers of stairwells (City will provide primer)
- iii. Paint back side, hand rails, and risers of stairwells (City will provide paint)

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



ANKRISS SERVICES

736 S. MORTON ST.
BLOOMINGTON IN. 47403
812/ 361-7620

Date

7/26/18

Purchaser

City of Blompc
401 N. Michigan
Blompc IN

ATTN: Jess Goodman 319-3122

Basic Project Description

Party of stairwell

- ① Prep South - East stairwell above 1st floor.
- ② Paint Stair well, (handrails, bal of steps) Paint Praxilly

Options

- ① to clean, prime,
- * paint
- Northwest stairwell
- total \$ 9,300.00

Base price

// 3,721.00

Sales tax

Total

\$ 3,721.00

Quote & Pricing held for 30 days after above date

See attached as required: description - options - jobsite diagram - material specifications

Contract:

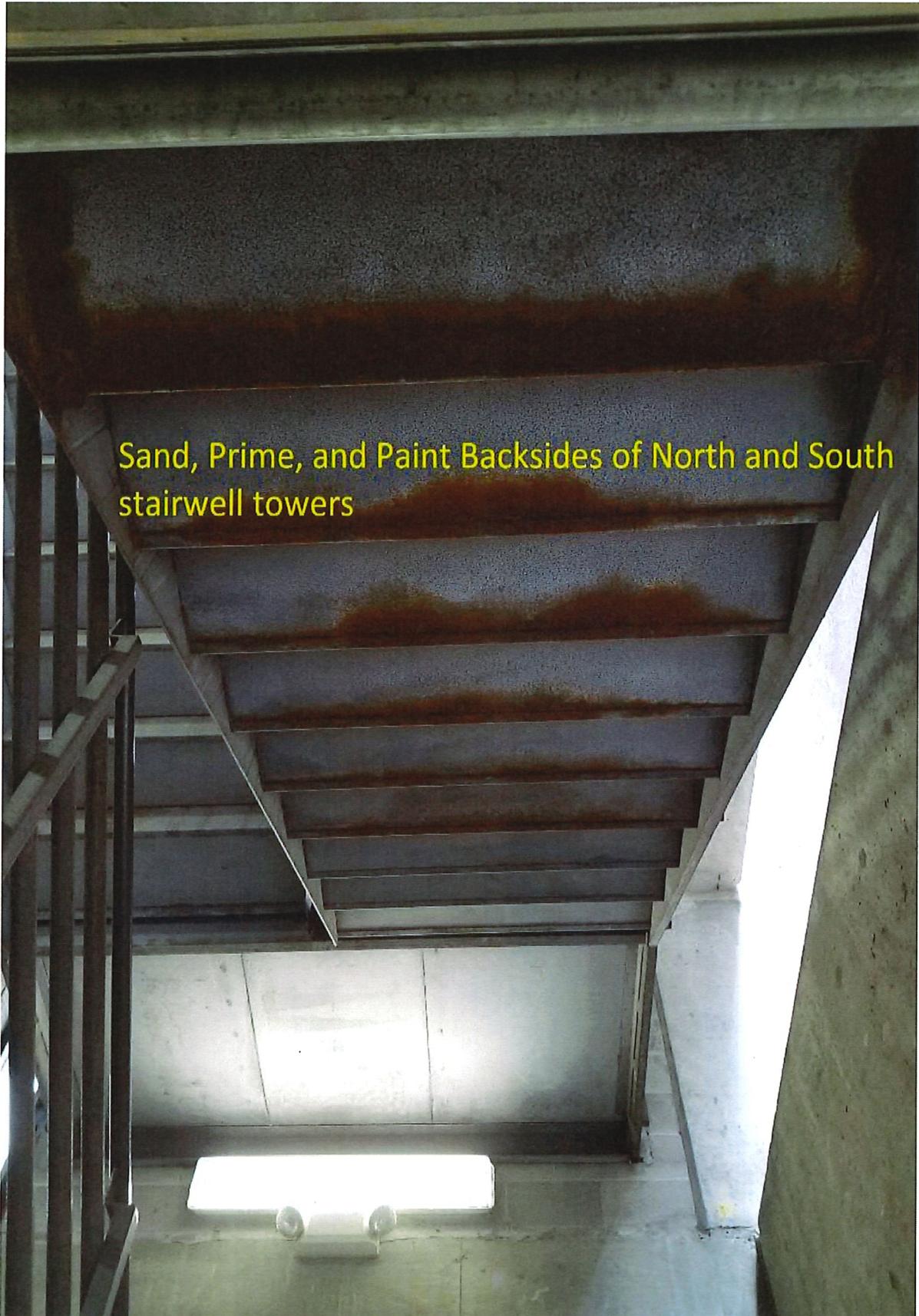
- A. Contractor agrees to compete project in a professional manner. Contractor further agrees to supply all tools, material, labor, and required insurance needed to complete project. Any additional work, not described herein, will be the responsibility of the property owner.
- B. Purchaser agrees to specifications herein described and listed. Purchaser agrees to furnish all necessary permits and bonding required and listed. Purchaser agrees to supply utilities for contractor during construction. Purchaser agrees to permit access to building site for all employees, agents and suppliers.
- C. Purchaser agrees to protect all material and equipment at the construction site against theft and damage.
- D. Exclusions: Any unforeseen underground objects, removal and damage will be the responsibility of purchaser. Weather, strikes, accidents, or acts of God may delay completion date of project.

E. Payment schedule:

Payment with contract	\$	_____
Upon material del.	\$	_____
Additional	\$	_____
Upon completion	\$	_____
Total	\$	_____

Both parties agree to terms described herein this date _____

Purchaser signature hereto _____



Sand, Prime, and Paint Backsides of North and South stairwell towers



Board of Public Works Staff Report

Project/Event: Morton Street Garage Landing Repair
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.21.2018

Report:

The Morton Street Garage South East Stairwell tower is in need of structural repairs. Weathering has caused corrosion in the stairwell pans and damage to the concrete. The stairwell railings have also rusted and are in need of light repair, priming, and painting.

After repairs are completed, glass enclosures are being placed in the open sections of the garage to protect the stairwell from future weathering.

Five General Contractors were contacted via email on 06.17.18 seeking quotes:

Contractor	Date of Walkthrough	Bid Amount	Notes:
Ann-Kriss Services	7.20.18	\$29,466.60	
Strauser Construction		No Reply	
Fox Construction		No Reply	
Umpress Masonry			Unable to work on project due to other projects

We recommend using Ann-Kriss Services for repairs.

Total cost to repair = \$29,466.50

Funding Source will be: 452.26.260000.53650 (Other Repairs)

Recommend **Approval** **Denial** by: Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

Repair of the Morton Street Garage South East Stairwell

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Repair of the Morton Street Garage South East Stairwell**, (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty-Nine Thousand, Four Hundred Sixty-Six Dollars and Sixty Cents (\$29,466.60). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	ANN-KRISS LLC
Attn: Ryan Daily, Parking Garage Manager	Attn: David Padgett
P.O. Box 100 Suite 130	736 S. Morton Street
Bloomington, Indiana 47402	Bloomington, IN 474043

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Ann-Kriss LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Repair of the Morton Street Garage South East Stairwell

This project shall include, but is not limited to:

Scope of Work Project Details

- Removal of all concrete
- Removal of all deteriorated metal and replacement of metal pans and risers
- Contractor shall use Agril 60 concrete bonding additive or equivalent
- Concrete shall be 5,000lb strength concrete
- All replacement parts must be designed to support a live load of 500 kg/m² (100 pounds per square foot).
- Contactor shall seal concrete with concrete sealant
- Contractor shall prime metal
- Contractor shall paint metal with matching coat

A. Fasteners:

1. Conceal bolts and screws wherever possible.
2. Use countersunk heads on exposed bolts and screws with ends of bolts and screws dressed flush after nuts are set.

B. Welding:

1. Structural steel, AWS D1.1 and sheet steel, AWS D1.3.
2. Where possible, locate welds on unexposed side.
3. Grind exposed welds smooth and true to contour of welded member.
4. Remove welding splatter.

C. Remove sharp edges and burrs.

WINDOWS

- A. Install Glass Storefront Windows on 1st and 2nd floors matching as close as possible to current design
- B. Seal any bolts with or equivalent to DAP Concrete and Masonry Sealant Silicone

PAINTING

- A. When installation is complete, clean field welds and surrounding areas to bright metal, and coat with primer paint.
- B. Touch-up abraded areas with primer paint.
- C. Prime (1 coat) and paint (2 finish coats) all metal surfaces (City will provide paint)
- D. Power wash all masonry surfaces, (stair treads, walls and barriers)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



ANKRISS SERVICES

736 S. MORTON ST.
BLOOMINGTON IN. 47403
812/ 361-7620

Date

3/14/18

Purchaser

City of Bloomington
401 N. Morton St.
Bloomington Ind.

Morton St. Parking Garage

Basic Project Description

① Prep two open areas for
encase of glass ② Install two open areas (South-East Stairs)
into glass storefront to match ③ Finish to weatherize

Options

Any additional
billed at \$ 45.00
pr. hr.

Base price

\$ 12,741.20

Sales tax

Total

\$ 12,741.20

Quote & Pricing held for 30 days after above date

See attached as required: description - options - jobsite diagram - material specifications

Contract:

- A. Contractor agrees to complete project in a professional manner. Contractor further agrees to supply all tools, material, labor, and required insurance needed to complete project. Any additional work, not described herein, will be the responsibility of the property owner.
- B. Purchaser agrees to specifications herein described and listed. Purchaser agrees to furnish all necessary permits and bonding required and listed. Purchaser agrees to supply utilities for contractor during construction. Purchaser agrees to permit access to building site for all employees, agents and suppliers.
- C. Purchaser agrees to protect all material and equipment at the construction site against theft and damage.
- D. Exclusions: Any unforeseen underground objects, removal and damage will be the responsibility of purchaser. Weather, strikes, accidents, or acts of God may delay completion date of project.

E. Payment schedule:

Payment with contract	\$	_____
Upon material del.	\$	_____
Additional	\$	_____
Upon completion	\$	_____
Total	\$	_____

Both parties agree to terms described herein this date _____

Purchaser signature hereto _____



ANKRISS SERVICES

736 S. MORTON ST.
BLOOMINGTON IN. 47403
812/361-7620

Date

Purchaser

City of Bloomington
401 N. Main St.
Bloomington, IN.

MORTON ST. GARAGE

Basic Project Description

Repair stairs in south east
stairwell ① Remove 20 treads, + replace
② Repair, Remove on landing - Reinstall Concrete - Paint, Rails, etc.

Options

Base price
Sales tax

\$ 16,925.40

Total

\$ 16,925.40

Quote & Pricing held for 30 days after above date

See attached as required: description - options - jobsite diagram - material specifications

Contract:

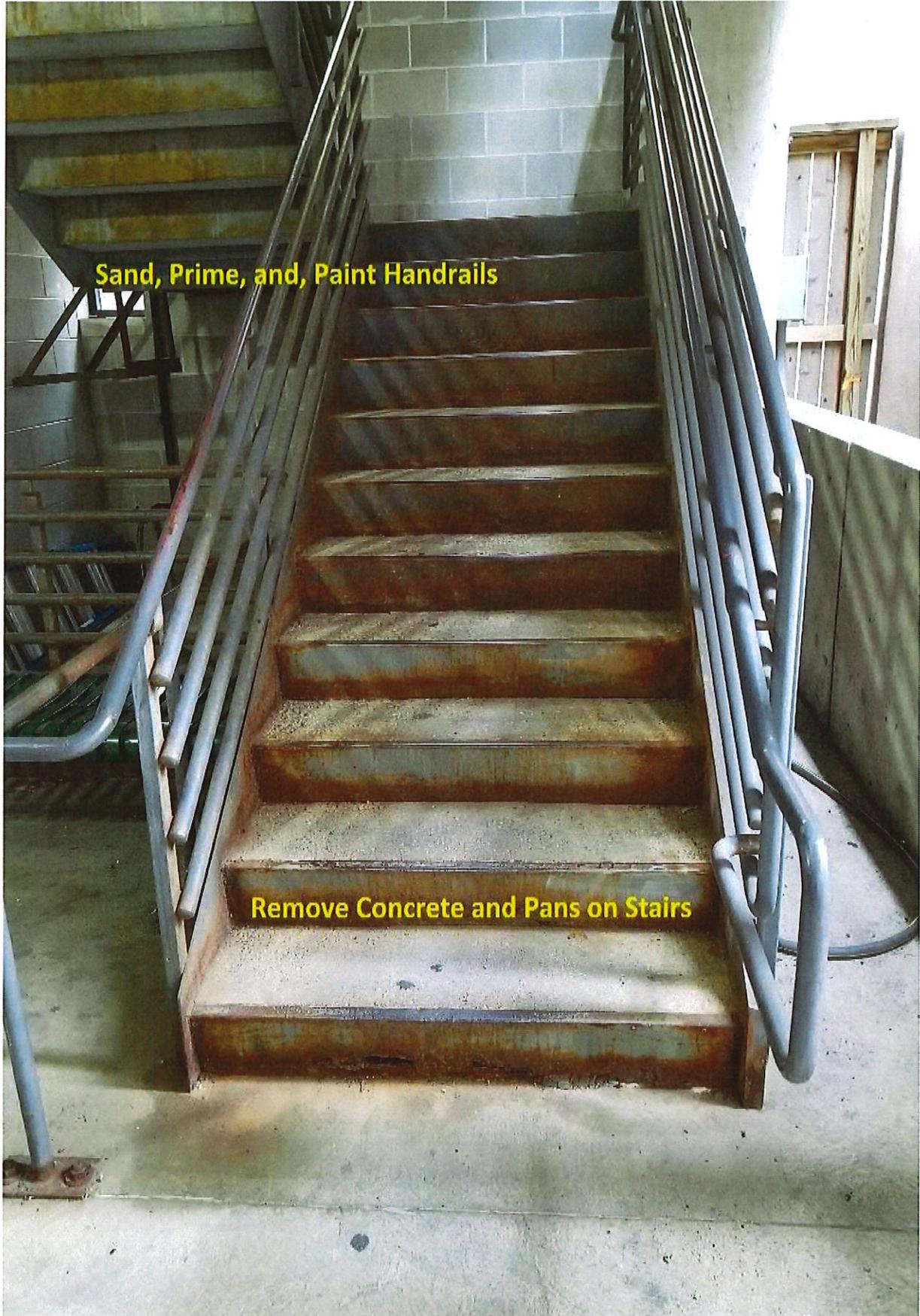
- A. Contractor agrees to complete project in a professional manner. Contractor further agrees to supply all tools, material, labor, and required insurance needed to complete project. Any additional work, not described herein, will be the responsibility of the property owner.
- B. Purchaser agrees to specifications herein described and listed. Purchaser agrees to furnish all necessary permits and bonding required and listed. Purchaser agrees to supply utilities for contractor during construction. Purchaser agrees to permit access to building site for all employees, agents and suppliers.
- C. Purchaser agrees to protect all material and equipment at the construction site against theft and damage.
- D. Exclusions: Any unforeseen underground objects, removal and damage will be the responsibility of purchaser. Weather, strikes, accidents, or acts of God may delay completion date of project.

E. Payment schedule:

Payment with contract	\$	_____
Upon material del.	\$	_____
Additional	\$	_____
Upon completion	\$	_____
Total	\$	_____

Both parties agree to terms described herein this date _____

Purchaser signature hereto _____



Sand, Prime, and, Paint Handrails

Remove Concrete and Pans on Stairs



2nd Floor Window
Installation

1st Floor Window Installation



Board of Public Works Staff Report

Project/Event: Contract Service Agreement
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: August 21, 2018

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located along/near Sherwood Oaks. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 91 trip hazards.

Precision Concrete Cutting **\$ 5,000**

Staff recommends to award a Service Agreement for 2018 to Precision Concrete, Inc.

Recommend **Approval by Joe VanDeventer**

PROJECT NAME: Sidewalk Trip Hazard Elimination

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2018, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Precision Concrete, Inc. (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **remove trip hazards from uneven sidewalks and other concrete walkways within the City;**

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

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

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

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

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

Contractor agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City's Director of Street Operations shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Director of Street Operations shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board 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 Contractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

The Board hereby designates the City's Director of Street Operations within the Department of Public Works to serve as the Board's representative for the project. The Director shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Contractor 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 Five Thousand Dollars (\$5, 000.00).**

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 Contractor'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 Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board 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 at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forth-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

Contractor 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.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Board, as set forth in Article 9 herein.

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

subcontractors, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the 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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in

force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

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

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

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

Article 16. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any

such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Joe VanDeventer
1981 South Henderson St.
Bloomington, IN 47401

Contractor:

Precision Concrete, Inc.
Attn: Rick Anderson
1896 Goldeneye Drive
Holland, MI 49424

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

Article 22. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Contractor. If the Board terminates the Agreement, the Contractor or its subcontractor is liable to the Board for the actual damages.

Contractor shall require any subcontractors performing work under this Agreement to verify 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 Board.

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

Article 25. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct.

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

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

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

Owner

Contractor

City of Bloomington
Board of Public Works

Precision Concrete, Inc.

By: _____
Kyla Cox Deckard, President

By: _____
Bonnie K. Bonkowski,
Chief Financial Officer

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Adam Wason, Director, Public Works Dept.

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A

SCOPE OF WORK

Contractor shall provide services in accordance with its Proposal submitted to the City of Bloomington, attached hereto and incorporated herein as Exhibit A.

EXHIBIT B

COMPENSATION

This project shall be conducted with an agreed Not to Exceed Cost of Five Thousand Dollars (\$5,000.00).

EXHIBIT C

SCHEDULE

The services provided under this Agreement shall be completed on or before the end of calendar year 2018.

EXHIBIT D
KEY PERSONNEL

Rick Anderson

EXHIBIT E

STATE OF _____)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

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

Signature

Printed name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2018.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT F

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this _____ day of _____, 2018.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.IndianaSafeSidewalks.com

July 24, 2018

City of Bloomington, Sherwood Oaks
Attn: Joe VanDeventer
401 N. Morton St.
Bloomington, IN 47404

Phone: (812) 349-2448 Email: andevej@bloomington.in.gov

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Pilot Proposal for City of Bloomington**

Joe,

We appreciate the opportunity to submit this proposal for the City of Bloomington. Total cost for this project will **not exceed \$5,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to 616.582.5951 or **email to STemple@PCCMich.com**.

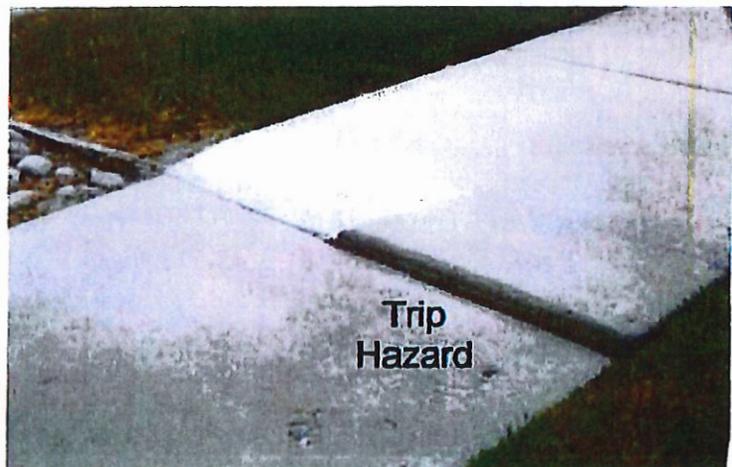
We will provide a W-9 for your files and have our proof of insurance (an ACORD) faxed directly to your attention by our insurance provider. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 20 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan and Indiana that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of City of Bloomington staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save the City of Bloomington up to \$17,680 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City of Bloomington designated contact(s) using a PCC Project Manager (a Project Management Professional) to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



Scope and Cost

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Bloomington, to remove sidewalk trip hazards on walkways located along/near Sherwood Oaks, Bloomington. PCC would typically bill for this project at the rate of \$42.00 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). The July 24, 2018 survey(s) identified about 158 Inch Feet of cutting for a total cost of \$6,652, however, with municipal discount pricing applied, total cost for this project will not exceed \$5,000*.

The sidewalk trip hazards are defined as differentials in the walkway of .375" high up to (including) 1.5" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. For this project, PCC will correct about 91 trip hazards requiring over 158 Inch Feet (or 369+ lineal feet) of cutting.

Job No. (Area)	Location	IRI (Remove and Replace) or out of scope	# of Trip Hazards Cut	Linear Feet	Inch Feet	Cost
1	Sherwood Oaks, Eddington Dr, E Allendale Dr, and S Sowers Sq	0	91	369.5	158.38	\$6,651.75
Totals		0	91	369.5	158.38	\$6,651.75
Additional Services:						\$0.00
Discount for Pilot Project*						-\$1,583.75
Net Proposed Total:						\$5,068.00

*Municipal discount will apply if project accepted prior to August 10, 2018 and completed by September 30, 2018.

MAP: Arial view of buildings and walkways showing a portion of the work area and approximate location of surveyed trip hazards.



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Indiana using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Bloomington any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City of Bloomington. This itemized list provides the City of Bloomington with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City of Bloomington to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long term relationship in which we can help the City of Bloomington achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Rick Anderson, Business Dev Manager, Indiana
and **Mark Bonkowski** (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(317) 618 - 0611 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

Federal ID #: 80-0183496

_____ customer

_____ authorized signature / date

_____ printed name / title



Board of Public Works Staff Report

Project/Event: Special Purchase of Milling Machine from Southeastern Equipment Co. Inc.
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: August 21, 2018

Southeastern Equipment Co. Inc. has offered a purchase agreement of a used 2014 BOMAG BM1200/30 Caterpillar Model milling machine based on Special Purchasing Method IC 5-22-10-5 (Savings to a government body).

Southeastern Equipment Co. **\$ 174,669.91**

Staff recommends to award special purchase agreement to Southeastern Equipment Co.

Recommend **Approval by Joe VanDeventer**

**RESOLUTION 2018-93
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

WHEREAS, in accordance with the provisions of Indiana Code 5-22-10-1 *et seq.*, the City of Bloomington Board of Public Works, as authorized Purchasing Agency for the City of Bloomington, may make a determination that conditions are such that a Special Purchase should be made if any of the conditions listed in that Chapter are present; and,

WHEREAS, I.C. § 5-22-10-5 states that a purchasing agent may make a special purchase where there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body; and,

WHEREAS, the City of Bloomington Board of Public Works has been advised by the City of Bloomington Director of Public Works, by his statement attached hereto, that this condition existed and supported the adoption of a determination that a special purchase of a used 2014 BOMAG 1200/30 Caterpillar Model milling machine from Southeastern Equipment Co. Inc., be authorized;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that a special purchase is appropriate under the circumstances described in the statement from the City of Bloomington Director of the Department of Public Work and adopts that statement as its determination.

ALL OF WHICH IS RESOLVED this _____ day of _____, 2018.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:**

Kyla Cox Deckard, President

Beth H. Hollingsworth

Dana Palazzo

SPECIAL PURCHASE DETERMINATION
City of Bloomington, Indiana

Pursuant to the authority of Indiana Code Section 5-22-10-1 *et. seq.*, Adam Wason, Director of the City of Bloomington's Department of Public Works, does hereby make the determination that a Special Purchase is appropriate for the purchase of a used 2014 BOMAG BM 1200/30 Caterpillar Model milling machine for use by the Street Division of the City's Department of Public Works.

In this situation the following provision of the Indiana Code authorizes use of the special purchase procedure:

I.C. § 5-22-10-5: A purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body.

The Street Division provides maintenance and repair for the City's two hundred thirty-seven (237) miles of streets, and one of the Division's specific functions is street resurfacing. The City of Bloomington does not own a milling machine and regularly rents a milling machine for use annually during paving season. The Street Division is currently milling streets with a used 2014 BOMAG BM 1200/30 Caterpillar Model milling machine which it is renting from Southeastern Equipment Co. Inc. The average cost of a similar new milling machine is approximately \$500,000.00, while a used one costs approximately \$223,000. Southeastern Equipment Co. Inc., is willing to allow the City to purchase the milling machine that it is currently renting and is also willing to discount the price by the 2018 rental fees-operating costs of \$48,330.00 paid by the City. The total cost of the milling machine is \$174,669.91.

Pursuant to Indiana Code 5-22-10-1 *et. seq.*, as referenced above, purchase of a used BOMAG BM 1200/30 Caterpillar Model milling machine was authorized by the undersigned as a Special Purchase.

Dated this _____ day of _____, 2018.

Adam Wason
Director, Department of Public Works
City of Bloomington, Indiana

DATE: AUGUST 6, 2018

SALESPERSON: DOUG KYLE / 311
ACCOUNT #: 1316084
COUNTY: MONROE

CUSTOMER CONTACT:
PO # (IF APPLICABLE):
SHIP TO (IF APPLICABLE):

PURCHASER:

CITY OF BLOOMINGTON
1981 HENDERSON
BLOOMINGTON, IN 47402
P: 812-349-3448

SELLING BRANCH:

4951 West 96th. St., Indianapolis, IN 46268
Branch: (317) 872-4877

FINANCE INFORMATION:

Financed by:
Rate:
Term:

EQUIPMENT PURCHASED:

Equipment # /Serial # /Item # Product Price	Year - Make - Model Product Notes
31-18470N 821836351017 \$223,000.00	<p>2014 BOMAG BM1200/30</p> <p>41,337 lb. operating weight Caterpillar model C7 M46 turbocharged, water cooled diesel engine Rated at 275 horsepower at 2200 RPM 47.2 in. (1200 mm) wide milling drum with triple wrap, fast change, bolt on, 116 tooth holder system designed by Kennametal 12.6 in. (320 mm) maximum cutting depth with INTELPLANER automatic controls and digital display Power band direct drum drive system with automatic tensioner Automatic drum load sensing system to regulate cutting speed Full width drum access door with carbide insert moldboard edges Hydraulically operated side drum access plates. Automatic grade control Water spray bar in drum housing for tool bit cooling and lubrication Water spray bar on lower conveyor Two stage, hydraulic drive, variable speed, reversible conveyor system with 24 in. (600 mm) wide belts and metal covers High resistance polyurethane track pads Independent front and rear steering with crab & claw steer features and electrically controlled rear steering Hydraulic differential lock for track drive 132 gallon fuel tank 264 gallon water tank Digital instrument panel with readout for engine functions Auxiliary control panel that functions from the ground or the operators platform Adjustable operators seat with right side, Hover the cut# positioning Back up alarm and flashing beacon light Set of 8 work lamps for night operation 24 volt electrical system Lockable vandal -proof compartment access doors Engine compartment soundproofing Lockable toolbox with complete tool set Folding conveyor Automatic coordinated front-rear steering Automatic slope control Emergency electric/hydraulic operations pump HIGH PRESSURE WASH DOWN SYSTEM FOLDING CANOPY TELEMATIC POWER</p>

NOTES:



EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with the described warranty.
Warranty Detail: EPG Powertrain Expanded Warranty
Start on 5-25-18
End of 5-25-20
or a total of 3030 Hours

Delivery Method:
Delivery Date:
Delivery Info:

TRADE-IN EQUIPMENT:

Year	Manufacturer	Model	Serial #	Trade-In Allowance
------	--------------	-------	----------	--------------------

[TOTALS, TERMS AND CONDITIONS, AND SIGNATURES ON FOLLOWING PAGE]



A. Definitions. Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser; collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser; Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale; and Agreement is this contract for the sale and Trade-in of equipment between the Parties.

B. Price and Payment. Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated and noted on this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if Purchaser has established line of credit with Seller or immediately upon Delivery of Equipment if no line of credit is established. Any amount past due will be assessed a 1.5% per month service charge until paid in full or the maximum amount permitted by law, whichever is less. The total price owed for the Equipment, charges, and taxes is the Total Amount Due less any down payment, purchaser accepts this to be a fair and accurate price for Equipment and related costs associated with this Agreement. Seller has made every effort to include sales taxes and other applicable taxes in the Total Amount Due, however any additional taxes owed because of the sale are the responsibility of the Purchaser. **SOUTHEASTERN EQUIPMENT CO., INC. (SELLER) RETAINS A SECURITY INTEREST IN THE PURCHASED GOODS UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.**

C. Delivery of Equipment. Seller will make Equipment available according to the delivery instructions contained herein, if no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller for Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller' location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, within ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

D. Condition of Equipment. **ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS WARRANTY IN THIS AGREEMENT. SELLER AND MANUFACTURER MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLY MADE ON THIS AGREEMENT.** Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only, Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the Federal Occupational Safety and Health Act of 1970, as amended and restated.

E. Trade-In Equipment. If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and fully disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be reappraised at the sole discretion of Seller and such reappraisal value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

F. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS**

Accepted for Seller by:

Sign: _____ Date: _____

Print Name: _____

Customer PO:	
SALES ORDER TOTALS	
Total Equipment Price	\$223,000.00
Total Trade-In Allowance	\$0.00
Trade-In Difference	\$223,000.00
Applied Rent	\$54,000.00
Carrying Charge	\$5,669.91
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$174,669.91
Sales Tax	
FET Tax	
Total Amount Due	\$174,669.91
Down Payment	
Balance Due	\$174,669.91

OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE EQUIPMENT. Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond Seller's reasonable control ("Force Majeure"). Force Majeure shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, and labor disputes. In the event delivery of Equipment is delayed more than thirty (30) days because of Force Majeure, Purchaser may cancel all or part of its purchase of Equipment.

G. Miscellaneous. This Agreement constitutes the complete agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like written or oral. This Agreement may not be modified or amended except in a writing signed by an authorized representative of the Seller and Purchaser. Use of headings in this Agreement are for convenience only and are not to be construed in the meaning of the instrument. This Agreement may be executed in counterparts and any scan, copy or facsimile will be deemed valid as an original copy. In the event any provision of this Agreement is determined to be unlawful or against public policy and found invalid or unenforceable, the remaining provisions will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent breach. This Agreement, and all matters arising out of or relating to this Agreement, are governed by the laws of the State of Ohio. Any legal action or proceeding relating to this Agreement may only be brought within the jurisdiction of Guernsey County, Ohio.

H. Authority and Understanding. In signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

I. IF CUSTOMER PAYS ANY BALANCE OWED UNDER THIS SALES ORDER USING CREDIT/CHARGE CARD, SOUTHEASTERN RESERVES THE RIGHT TO CHARGE AN ADDITIONAL 3% OF THE TOTAL INVOICE AS A CONVENIENCE FEE WHICH CUSTOMER HEREBY AGREES TO PAY.

Purchaser (CITY OF BLOOMINGTON):

Sign: _____ Date: _____

Print Name: _____



Danna Workman <workmand@bloomington.in.gov>

Milling Machine Purchase

Julie Martindale <martindj@bloomington.in.gov>

Thu, Aug 16, 2018 at 12:53 PM

To: Jeffrey Underwood <underwoj@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>

Cc: Danna Workman <workmand@bloomington.in.gov>, Joe VanDeventer <vandevej@bloomington.in.gov>

I have determined the following regarding the purchase of a used Bomag BM1200/30 Milling Machine:

SUMMARY

Average cost of used units: \$247,500

Cost of a similar new unit: \$503,000

Lead time for new unit: 6 months

Cost of used unit from Southeastern Equip: \$223,000

Discount (2018 Rental fees-Operating costs) (\$48,330)

Total Cost of used unit: \$174,669.91

RECOMMENDATION: Approve the Purchase of the used unit from Southeastern Equipment Co. based on Special Purchasing Method IC 5-22-10-5 (Savings to a governmental body). We should make the purchase as soon as possible since it is listed for sale on multiple sites.

BACKGROUND

The average used equipment price for comparable units from 2006-2016 is \$247,500, with the specifications not changing too much from 2007-2016.

Bomag no longer makes the BM 1200/30 series. The final year for this model was 2016. It should also be noted that there were not many used 2014-2016 units available for purchase.

The unit that replaced the 1200/30 series is the 1300/35 series. The noted differences are the folding canopy is now included in the base cost, the engine is a Mercedes engine instead of a Caterpillar, and the drum is now located in the back instead of the middle.

If we would purchase a new unit (BM 1300/35) from the HGAC Purchasing Cooperative the base cost would roughly be \$503,000 with a six month lead time at a minimum.

The MSRP base cost for the new unit is \$622,000.

My recommendation would be to purchase the used unit from Southeastern Equipment especially since they have agreed to credit back the rental fees of \$54,000 minus the operating cost of \$5,670 for a total discount of \$48,330. off the cost of \$223,000, making the final cost to the city of \$174,669.91.

We should also move quickly as possible because they have this exact unit for sale on multiple sites at a cost of \$224,000.

Julie Martindale C.P.M.



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43430 - Animal Adoption Fees			
Kathryn Pearson	01-refund adoption fee-feline	08/24/2018	20.00
Lori Smith	01-refund adoption fee-canine	08/24/2018	75.00
	Account 43430 - Animal Adoption Fees Totals	2	<u>95.00</u>
Account 43442 - Equipment Deposits			
Benjamin Atkinson	01-refund trap deposit	08/24/2018	40.00
David Hart	01-refund trap deposit	08/24/2018	40.00
Karl Madetzke	01-refund trap deposit	08/24/2018	40.00
	Account 43442 - Equipment Deposits Totals	3	<u>\$120.00</u>
Account 52110 - Office Supplies			
6530 - Office Depot, INC	01-copy paper, laminator	08/24/2018	74.09
	Account 52110 - Office Supplies Totals	1	<u>\$74.09</u>
Account 52210 - Institutional Supplies			
313 - Fastenal Company	01-facial tissue, paper towel rolls	08/24/2018	104.58
313 - Fastenal Company	01-squeegees-7/18/18	08/24/2018	160.55
313 - Fastenal Company	01-window cleaner, toilet tissue, trash bags, paper	08/24/2018	290.78
4586 - Hill's Pet Nutrition Sales, INC	01-product return-feline food-7/21/18	08/24/2018	(7.58)
4586 - Hill's Pet Nutrition Sales, INC	01-prescription diet food-canine/feline-8/3/18	08/24/2018	135.15
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten/puppy food-7/27/18	08/24/2018	514.68
4586 - Hill's Pet Nutrition Sales, INC	01-kitten/canine/feline-8/3/18	08/24/2018	131.74
3929 - IDEXX Laboratories, INC	01-HTW & Parvo tests-8/2/18	08/24/2018	338.65
4574 - John Deere Financial (Rural King)	01-litter-15 40 lb bags-pellett bedding-7/9/18	08/24/2018	59.85
4574 - John Deere Financial (Rural King)	01-vinegar, bleach, litter-10 40 lb bags-pellett bedding-	08/24/2018	67.29
4574 - John Deere Financial (Rural King)	01-litter-10 40 lb bags-pellet bedding-7/16/18	08/24/2018	39.90
4574 - John Deere Financial (Rural King)	01-litter-10 40 lb bags-pellet bedding-7/17/18	08/24/2018	39.90
4574 - John Deere Financial (Rural King)	01-litter-15 40 lb bags-pellet bedding-cable ties-	08/24/2018	69.84
4574 - John Deere Financial (Rural King)	01-litter- 15 40 lb bags-pellet bedding-7/24/18	08/24/2018	59.85
4574 - John Deere Financial (Rural King)	01-bleach, litter-10 40 lb bags-pellet bedding-7/26/18	08/24/2018	54.18
4574 - John Deere Financial (Rural King)	01-litter-14 40 lb bags-pellet bedding-8/7/18	08/24/2018	55.86
4574 - John Deere Financial (Rural King)	01-litter-15 40 lb bags-pellet bedding-8/3/18	08/24/2018	59.85



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
4574 - John Deere Financial (Rural King)	01-litter-15 40 lb bags-pellet bedding-7/31/18	08/24/2018	89.85
3278 - Merial, INC	01-anti-parasitics-7/30/18	08/24/2018	725.40
4633 - Midwest Veterinary Supply, INC	01-rabbit food-Timothy hay-7/3/18	08/24/2018	36.54
4633 - Midwest Veterinary Supply, INC	01-sanitizer-rescue concentrate-55 gal-7/31/18	08/24/2018	1,474.34
4633 - Midwest Veterinary Supply, INC	01-ID bands-7/26/18	08/24/2018	29.31
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Med-7/30/18	08/24/2018	26.40
4633 - Midwest Veterinary Supply, INC	01-ID bands-7/30/18	08/24/2018	29.31
4633 - Midwest Veterinary Supply, INC	01-paper bowls-7/24/18	08/24/2018	88.86
4633 - Midwest Veterinary Supply, INC	01-antibiotics, diagnostic supplies-7/30/18	08/24/2018	43.99
4633 - Midwest Veterinary Supply, INC	01-antibiotics, fluids-7/24/18	08/24/2018	86.91
4666 - Zoetis, INC	01-antiparasitic, antibiotics-7/25/18	08/24/2018	406.95
4666 - Zoetis, INC	01-antibiotics, HTW treatment-7/30/18	08/24/2018	577.73
Account 52210 - Institutional Supplies Totals		29	<u>\$5,790.66</u>
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-ear plugs	08/24/2018	5.19
Account 52310 - Building Materials and Supplies Totals		1	<u>\$5.19</u>
Account 52340 - Other Repairs and Maintenance			
453 - ULINE, INC	01-sprayer, hand sanitizer, tool holder, dust pan	08/24/2018	451.27
Account 52340 - Other Repairs and Maintenance Totals		1	<u>\$451.27</u>
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-7/16-7/31/18	08/24/2018	4,685.00
175 - Monroe County Humane Association, INC	01-x-rays, office visit-7/5-7/24/18	08/24/2018	257.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-e-collar-7/31/18	08/24/2018	3.17
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, cystotomy-7/31/18	08/24/2018	816.92
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency surgery (HBC)-7/27/18	08/24/2018	532.13
Account 53130 - Medical Totals		5	<u>\$6,294.22</u>
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/2/18	08/24/2018	17.24
4487 - PMB East, INC (PakMail)	01-BOH Shipping-8/3/18	08/24/2018	17.24
Account 53220 - Postage Totals		2	<u>\$34.48</u>
Account 53230 - Travel			
6569 - Mary Camille Miller Ennis	01-per diem reimb./gas-HSUS Conf-Kansas City, MO-	08/24/2018	156.00
6568 - Carly Farmer	01-per diem reimb.-HSUS Conf-Kansas City, MO-5/14-	08/24/2018	115.00



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
3948 - Jennifer Gibson	01-per diem reimb.-HSUS Conf-Kansas City, MO-5/14-	08/24/2018	115.00
5470 - Roberta L Peffinger	01-per diem reimb.-HSUS Conf-Kansas City, MO-5/14-	08/24/2018	115.00
	Account 53230 - Travel Totals	4	<u>\$501.00</u>
Account 53540 - Natural Gas			
222 - Vectren	19-ACC-gas bill 7/03-8/02/18	08/13/2018	1,341.99
	Account 53540 - Natural Gas Totals	1	<u>\$1,341.99</u>
Account 53610 - Building Repairs			
4483 - City Lawn Corporation	19-ACC-mowing 7/24/18 BC 2018-45	08/24/2018	120.00
321 - Harrell Fish, INC	19-ACC-quarterly PM contract, Spring 2018 BC 2015-01	08/24/2018	826.00
	Account 53610 - Building Repairs Totals	2	<u>\$946.00</u>
Account 53960 - Grants			
2370 - WildCare, INC	01-grant for wildlife reimbursement	08/24/2018	3,900.00
	Account 53960 - Grants Totals	1	<u>\$3,900.00</u>
	Program 010000 - Main Totals	52	<u>\$19,553.90</u>
Program 010001 - Donations Over \$5K			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	01-hotel for training-"Dogs Playing for Life"-E. Herr	08/24/2018	258.00
5072 - Emily Herr	01-per diem reimb.-training course-Ft Wayne, IN-7/20-	08/24/2018	55.00
	Account 53160 - Instruction Totals	2	<u>\$313.00</u>
	Program 010001 - Donations Over \$5K Totals	2	<u>\$313.00</u>
	Department 01 - Animal Shelter Totals	54	<u>\$19,866.90</u>
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
James Blickensdorf	14-refund overpayment on 11 pkg citations	08/24/2018	440.00
	Account 46060 - Other Violations Totals	1	<u>\$440.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
4498 - American Public Works Association	02-Conf. for A. Wason-2018 APWA PWX	08/24/2018	929.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	<u>\$929.00</u>
	Program 020000 - Main Totals	2	<u>\$1,369.00</u>
	Department 02 - Public Works Totals	2	<u>\$1,369.00</u>
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 52420 - Other Supplies			
5819 - Synchrony Bank	04 - Indoor air quality & Cabon Dioxide sensors -	08/24/2018	234.09
	Account 52420 - Other Supplies Totals	1	<u>\$234.09</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6428 - Kelly M Boatman (Core Projective, LLC)	04 - Consulting Agreement - Kelly Boatman	08/24/2018	6,778.75
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	<u>\$6,778.75</u>
Account 53220 - Postage			
129 - FedEx Office and Print Service, INC	04 - postage to send back CreativeTime flags	08/24/2018	28.81
	Account 53220 - Postage Totals	1	<u>\$28.81</u>
Account 53230 - Travel			
6256 - Brian Carl Payne	04 Brian travel expenses for EHSIP Summit - Kansas	08/24/2018	507.76
	Account 53230 - Travel Totals	1	<u>\$507.76</u>
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04 Hootsuite - BEAD Website Platform-7/2-8/1/18	08/24/2018	5.99
	Account 53910 - Dues and Subscriptions Totals	1	<u>\$5.99</u>
Account 53960 - Grants			
6114 - Stephanie Holman	04 2918 BAC -Storyteller's Guild Your Neighborhood,	08/24/2018	1,500.00
	Account 53960 - Grants Totals	1	<u>\$1,500.00</u>
Account 53970 - Mayor's Promotion of Business			
6212 - Creative Time	04 - Loaner Fee 3 Vik Muniz flags - temporary art	08/24/2018	900.00
	Account 53970 - Mayor's Promotion of Business Totals	1	<u>\$900.00</u>
Account 53990 - Other Services and Charges			
6131 - Jane St John	04 - 2018 Consulting Contract	08/24/2018	3,612.50
	Account 53990 - Other Services and Charges Totals	1	<u>\$3,612.50</u>
	Program 040000 - Main Totals	8	<u>\$13,567.90</u>
	Department 04 - Economic & Sustainable Dev Totals	8	<u>\$13,567.90</u>
Department 05 - Common Council			
Program 050000 - Main			
Account 53910 - Dues and Subscriptions			
7101 - Stacy Jane Rhoads	05-reimbursement for attorney registration	08/24/2018	180.00
	Account 53910 - Dues and Subscriptions Totals	1	<u>\$180.00</u>
Account 53960 - Grants			
1138 - BCT Management, INC	05-BCT Programming Support-Q3-July thru September	08/24/2018	12,500.00



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53960 - Grants Totals	1	<u>\$12,500.00</u>
	Program 050000 - Main Totals	2	<u>\$12,680.00</u>
	Department 05 - Common Council Totals	2	<u>\$12,680.00</u>
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52420 - Other Supplies			
6530 - Office Depot, INC	06-File Folder Organizers (2)	08/24/2018	<u>19.94</u>
	Account 52420 - Other Supplies Totals	1	<u>\$19.94</u>
Account 53990 - Other Services and Charges			
204 - State Of Indiana	18-July 2018 Sales Tax	08/17/2018	<u>18.59</u>
	Account 53990 - Other Services and Charges Totals	1	<u>\$18.59</u>
	Program 060000 - Main Totals	2	<u>\$38.53</u>
	Department 06 - Controller's Office Totals	2	<u>\$38.53</u>
Department 09 - CFRD			
Program 090000 - Main			
Account 53960 - Grants			
1618 - Shalom Community Center INC	09-Final payment from SCJ Initiative for Shalom	08/24/2018	<u>3,000.00</u>
	Account 53960 - Grants Totals	1	<u>\$3,000.00</u>
	Program 090000 - Main Totals	1	<u>\$3,000.00</u>
	Department 09 - CFRD Totals	1	<u>\$3,000.00</u>
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library plan charges-6/5-7/4/18	08/24/2018	<u>1,430.00</u>
	Account 52410 - Books Totals	1	<u>\$1,430.00</u>
Account 53120 - Special Legal Services			
205 - City Of Bloomington	10-PC reimb-Mo Co Rec-waiver of annexation-Roberts	08/24/2018	25.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-waiver annexation-	08/24/2018	25.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-waivers annex.-Baugh,	08/24/2018	50.00
205 - City Of Bloomington	10-PC Reimb.-Mo Co Rec-waiver annexation-JRR	08/24/2018	<u>25.00</u>
	Account 53120 - Special Legal Services Totals	4	<u>\$125.00</u>
Account 53910 - Dues and Subscriptions			
204 - State Of Indiana	10-Annual attorney registration	08/24/2018	900.00



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53910 - Dues and Subscriptions Totals	1	\$900.00
	Program 100000 - Main Totals	6	\$2,455.00
Program 101000 - Human Rights			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-ICLEF Mckinney 10/17 ethics seminar	08/24/2018	117.50
	Account 53160 - Instruction Totals	1	\$117.50
Account 53910 - Dues and Subscriptions			
204 - State Of Indiana	10-Annual attorney registration	08/24/2018	180.00
	Account 53910 - Dues and Subscriptions Totals	1	\$180.00
	Program 101000 - Human Rights Totals	2	\$297.50
	Department 10 - Legal Totals	8	\$2,752.50
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	11-business card holder, phone pads, pens	08/24/2018	32.27
	Account 52110 - Office Supplies Totals	1	\$32.27
Account 52420 - Other Supplies			
50972 - CDW, LLC	11-cover for Laura's MacBook	08/24/2018	38.79
50972 - CDW, LLC	11-Speck Smartsh Clr Macbk Pro 13 T-bar	08/24/2018	37.00
50972 - CDW, LLC	11-credit-return-Inv. #NFN1028	08/24/2018	(37.00)
651 - Engraving & Stamp Center, INC	11-directory board, embosser	08/24/2018	549.20
5819 - Synchrony Bank	11-furniture sliders, coasters for Law Library	08/24/2018	68.95
5081 - The MacExperience, INC	11-adapter for Laura's MacBook	08/24/2018	59.95
	Account 52420 - Other Supplies Totals	6	\$716.89
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	11-cell phone charges-6/12-7/11/18	08/13/2018	61.40
	Account 53210 - Telephone Totals	1	\$61.40
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	11-American Airlines-M. Carmichael-WA DC Conf-	08/24/2018	292.40
	Account 53230 - Travel Totals	1	\$292.40
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	11-business cards for Laura Collins	08/24/2018	50.45
	Account 53310 - Printing Totals	1	\$50.45



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53910 - Dues and Subscriptions			
5259 - Pacific & Southern Company, INC (Indy Star)	11-monthly subscription-August 2018	08/24/2018	4.99
5259 - Pacific & Southern Company, INC (Indy Star)	11-monthly subscription-September 2018	08/24/2018	4.99
158 - United States Conference of Mayors	11-annual USCM membership	08/24/2018	3,000.00
Account 53910 - Dues and Subscriptions Totals		3	<u>\$3,009.98</u>
Account 53960 - Grants			
4118 - Bloomington PRIDE, LTD	11-Pridefest sponsorship	08/24/2018	500.00
5086 - Frame Station, INC (Framemakers)	11-plate for Hamilton frame	08/24/2018	20.13
Account 53960 - Grants Totals		2	<u>\$520.13</u>
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	11-OOTM-host website Bloomington Revealed	08/24/2018	216.00
5086 - Frame Station, INC (Framemakers)	11-Kruzan, Hamilton frames and installation	08/24/2018	177.48
5086 - Frame Station, INC (Framemakers)	11-Kruzan, Hamilton frames and installation	08/24/2018	197.60
5086 - Frame Station, INC (Framemakers)	11-Kruzan, Hamilton frames and installation	08/24/2018	50.00
Account 53990 - Other Services and Charges Totals		4	<u>\$641.08</u>
Program 110000 - Main Totals		19	<u>\$5,324.60</u>
Department 11 - Mayor's Office Totals		19	<u>\$5,324.60</u>
Department 12 - Human Resources			
Program 120000 - Main			
Account 52420 - Other Supplies			
5836 - Mary Caroline Buchanan Shaw	Lunch for FOP Contract Negotiation \$58.09	08/24/2018	58.09
Account 52420 - Other Supplies Totals		1	<u>\$58.09</u>
Account 53320 - Advertising			
323 - Hoosier Times, INC	12 Job ads Inv 73118	08/24/2018	763.08
Account 53320 - Advertising Totals		1	<u>\$763.08</u>
Program 120000 - Main Totals		2	<u>\$821.17</u>
Department 12 - Human Resources Totals		2	<u>\$821.17</u>
Department 13 - Planning			
Program 130000 - Main			
Account 52420 - Other Supplies			
8002 - Safeguard Business Systems, INC	13-"No Parking" signs-1,000	08/24/2018	716.00
Account 52420 - Other Supplies Totals		1	<u>\$716.00</u>
Account 53160 - Instruction			



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	13 - Registration for Trans Seminar for Kopper & Cibor	08/24/2018	100.00
6218 - Theresa M Porter	13 - AICP Exam Application for T. Porter	08/24/2018	70.00
6218 - Theresa M Porter	13 - AICP Exam Registration T. Porter	08/24/2018	425.00
204 - State Of Indiana	13 - GIS Training for R. Aten, T. Porter, B.	08/24/2018	900.00
	Account 53160 - Instruction Totals	4	<u>\$1,495.00</u>
Account 53230 - Travel			
5941 - Amelia Lewis	13-lunch per diem-ARC GIS training-Indy-8/2 &	08/24/2018	30.00
6218 - Theresa M Porter	13-Roundtrip Flight-APA Conf-Washington DC-9/2018	08/24/2018	302.40
	Account 53230 - Travel Totals	2	<u>\$332.40</u>
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	13-APA IN Chapter (Job Posting)--Planning Services	08/24/2018	50.00
3560 - First Financial Bank / Credit Cards	13-APA Nat'I (Job Posting)--Planning Services	08/24/2018	195.00
323 - Hoosier Times, INC	13-public notices-Case AA-19-18, AA-20-18	08/24/2018	56.99
	Account 53320 - Advertising Totals	3	<u>\$301.99</u>
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	13-PE license renewal--Andrew Cibor, City Engineer	08/24/2018	105.57
3560 - First Financial Bank / Credit Cards	13-PE license renewal--Neil Kopper, Project Engineer	08/24/2018	105.57
3560 - First Financial Bank / Credit Cards	13-PE license renewal--D. Backler	08/24/2018	105.57
	Account 53910 - Dues and Subscriptions Totals	3	<u>\$316.71</u>
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	13-PC Reimb-Mo Co Rec-242 N Walnut,	08/24/2018	25.00
3444 - Rundell Ernstberger Associates, INC	13-Switchyard Park Area Study-Inv. date 7/17/18	08/24/2018	9,617.07
3444 - Rundell Ernstberger Associates, INC	13-Bloomington Trades District-Inv. date 7/17/18	08/24/2018	7,877.07
6235 - Toole Design Group, LLC	13-2017-2018 Transportation Plan-serv. 5/26-6/29/18	08/24/2018	29,257.28
	Account 53990 - Other Services and Charges Totals	4	<u>\$46,776.42</u>
	Program 130000 - Main Totals	17	<u>\$49,938.52</u>
	Department 13 - Planning Totals	17	<u>\$49,938.52</u>
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
2966 - Barrett Supplies & Equipment, INC	19-City Hall-toilet tissues	08/24/2018	188.76
	Account 52210 - Institutional Supplies Totals	1	<u>\$188.76</u>
Account 52310 - Building Materials and Supplies			



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
409 - Black Lumber Co. INC	19-gripmaster blue gloves-Large	08/24/2018	3.99
394 - Kleindorfer Hardware & Variety	19-9 door stops	08/24/2018	52.11
394 - Kleindorfer Hardware & Variety	19-door holder, door holder tips, screws	08/24/2018	9.18
394 - Kleindorfer Hardware & Variety	19-drill bits, kickdown door holder	08/24/2018	58.32
53005 - Menards, INC	19-cell phone charger for work phone	08/24/2018	7.97
Account 52310 - Building Materials and Supplies Totals		5	<u>\$131.57</u>
Account 52420 - Other Supplies			
53442 - Paragon Micro, INC	19-Otterbox Defender for tablet	08/24/2018	51.99
4574 - John Deere Financial (Rural King)	12-Coasters @ .98 each for Legal Conference room	08/24/2018	11.76
Account 52420 - Other Supplies Totals		2	<u>\$63.75</u>
Account 52430 - Uniforms and Tools			
177 - Indiana Oxygen Company, INC	19-oxygen tank rental	08/24/2018	33.42
394 - Kleindorfer Hardware & Variety	19-drill bits, sharpie	08/24/2018	5.57
Account 52430 - Uniforms and Tools Totals		2	<u>\$38.99</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-July 2018	08/13/2018	15.48
Account 53530 - Water and Sewer Totals		1	<u>\$15.48</u>
Account 53610 - Building Repairs			
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 6/4, 6/15 & 6/27/18	BC 2018-45	08/24/2018 150.00
4483 - City Lawn Corporation	19-4th/Washington-mowing 7/5/18	BC 2018-45	08/24/2018 30.00
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 7/10, 7/17 & 7/25/18	BC 2018-45	08/24/2018 150.00
321 - Harrell Fish, INC	19-City Hall-removed & replaced coil in unit 2.17		08/24/2018 1,521.45
321 - Harrell Fish, INC	19-CH-ITS-replace high pressure switch		08/24/2018 324.12
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-August 2018	BC 2015-01	08/24/2018 1,910.66
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-July 2018	BC 2015-01	08/24/2018 1,910.66
7402 - Nature's Way, INC	19-City Hall-monthly, August 2018, interior		08/24/2018 336.60
Account 53610 - Building Repairs Totals		8	<u>\$6,333.49</u>
Program 190000 - Main Totals		19	<u>\$6,772.04</u>
Department 19 - Facilities Maintenance Totals		19	<u>\$6,772.04</u>
Department 28 - ITS			
Program 280000 - Main			
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	28-USB-C Digital AV Multiport Adapter	08/24/2018	138.00



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
6530 - Office Depot, INC	28-Plotter Paper	08/24/2018	179.94
	Account 52420 - Other Supplies Totals	2	\$317.94
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28-CH/off site facilities-copier maintenance 6/17-	08/24/2018	1,749.59
	Account 53640 - Hardware and Software Maintenance Totals	1	\$1,749.59
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28-Survey Monkey Subscription	08/24/2018	372.00
3560 - First Financial Bank / Credit Cards	28-Basecamp 2 Project Plan Subscription-7/2-8/2/18	08/24/2018	20.00
	Account 53910 - Dues and Subscriptions Totals	2	\$392.00
	Program 280000 - Main Totals	5	\$2,459.53
	Department 28 - ITS Totals	5	\$2,459.53
	Fund 101 - General Fund (S0101) Totals	139	\$118,590.69
Fund 103 - Restricted Donations			
Department 06 - Controller's Office			
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
5819 - Synchrony Bank	01-adjustable loop slip lead rope-10	08/24/2018	79.90
5819 - Synchrony Bank	01-clean cage deodorizer, pivoting dustpan with metal	08/24/2018	17.99
5819 - Synchrony Bank	01-dog training leads-2	08/24/2018	11.98
5819 - Synchrony Bank	01-garden stakes, black loud whistles	08/24/2018	44.95
5819 - Synchrony Bank	01-air horns	08/24/2018	41.76
	Account 52210 - Institutional Supplies Totals	5	\$196.58
	Program 400102 - Animal Supplies Totals	5	\$196.58
Program 400401 - Sustainability			
Account 53990 - Other Services and Charges			
6515 - Green Camino, INC	04 - Service Agreement - compost collection	08/24/2018	60.00
	Account 53990 - Other Services and Charges Totals	1	\$60.00
	Program 400401 - Sustainability Totals	1	\$60.00
Program 401402 - Explorer Teen Programs			
Account 52420 - Other Supplies			
9390 - Dana M. Cole	14-reimburse for pizzas for lunch for Teen Academy	08/24/2018	220.00
5819 - Synchrony Bank	14-snacks for Teen Academy	08/24/2018	30.68
5819 - Synchrony Bank	14-snacks for Teen Academy, credit for returned	08/24/2018	(19.96)



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
5819 - Synchrony Bank	14-snacks for Teen Academy	08/24/2018	306.82
5819 - Synchrony Bank	14-snacks for Teen Academy	08/24/2018	58.86
	Account 52420 - Other Supplies Totals	5	<u>\$596.40</u>
Account 52430 - Uniforms and Tools			
6598 - Upside Prints Corp	14-t-shirts for Teen Academy 2018	08/24/2018	1,476.00
	Account 52430 - Uniforms and Tools Totals	1	<u>\$1,476.00</u>
	Program 401402 - Explorer Teen Programs Totals	6	<u>\$2,072.40</u>
	Department 06 - Controller's Office Totals	12	<u>\$2,328.98</u>
	Fund 103 - Restricted Donations Totals	12	<u>\$2,328.98</u>
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17010 - 2017 IN OCRA Quick Impact Placeb			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	04 - Royal Basket Truck for POP kit	08/24/2018	173.25
	Account 52420 - Other Supplies Totals	1	<u>\$173.25</u>
	Program G17010 - 2017 IN OCRA Quick Impact Placeb Totals	1	<u>\$173.25</u>
	Department 04 - Economic & Sustainable Dev Totals	1	<u>\$173.25</u>
	Fund 249 - Grants Non Approp Totals	1	<u>\$173.25</u>
Fund 270 - CC Jack Hopkins NR17-42 (S9508)			
Department 05 - Common Council			
Program 050000 - Main			
Account 53960 - Grants			
242 - Amethyst House, INC	15-JH Grant-installation of new water heater-215 N	08/24/2018	1,350.00
232 - Monroe County United Ministries INC	15-JHSS 2018-payroll expenses January thru February	08/24/2018	10,264.10
	Account 53960 - Grants Totals	2	<u>\$11,614.10</u>
	Program 050000 - Main Totals	2	<u>\$11,614.10</u>
	Department 05 - Common Council Totals	2	<u>\$11,614.10</u>
	Fund 270 - CC Jack Hopkins NR17-42 (S9508) Totals	2	<u>\$11,614.10</u>
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090003 - Com Serv - Status of Women			
Account 52420 - Other Supplies			
651 - Engraving & Stamp Center, INC	09-4 CoA and 6 BCSW - Commission badges	08/24/2018	39.66



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 52420 - Other Supplies Totals	1	<u>\$39.66</u>
	Program 090003 - Com Serv - Status of Women Totals	1	<u>\$39.66</u>
Program 090004 - Com Serv- Accessibility			
Account 52420 - Other Supplies			
1815 - Michael Shermis	09-reimbursement for snacks/refreshemtns for ADA	08/24/2018	10.68
1815 - Michael Shermis	09-reimbursement for snacks/refreshemtns for ADA	08/24/2018	4.99
	Account 52420 - Other Supplies Totals	2	<u>\$15.67</u>
	Program 090004 - Com Serv- Accessibility Totals	2	<u>\$15.67</u>
Program 090015 - CFRD Dept Events			
Account 52420 - Other Supplies			
4201 - One World Catering & Events (Lennie's, INC)	09-Bicentennial Arts Contest Award Ceremony -	08/24/2018	249.00
	Account 52420 - Other Supplies Totals	1	<u>\$249.00</u>
	Program 090015 - CFRD Dept Events Totals	1	<u>\$249.00</u>
Program 090020 - Commission on Aging			
Account 52420 - Other Supplies			
651 - Engraving & Stamp Center, INC	09-4 CoA and 6 BCSW - Commission badges	08/24/2018	32.94
	Account 52420 - Other Supplies Totals	1	<u>\$32.94</u>
	Program 090020 - Commission on Aging Totals	1	<u>\$32.94</u>
Program G18006 - 2018 BTCC Bicent Arts			
Account 52420 - Other Supplies			
4201 - One World Catering & Events (Lennie's, INC)	09-Bicentennial Arts Contest Award Ceremony -	08/24/2018	250.00
	Account 52420 - Other Supplies Totals	1	<u>\$250.00</u>
	Program G18006 - 2018 BTCC Bicent Arts Totals	1	<u>\$250.00</u>
	Department 09 - CFRD Totals	6	<u>\$587.27</u>
	Fund 312 - Community Services Totals	6	<u>\$587.27</u>
Fund 401 - Non-Reverting Telecom (\$1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 54450 - Equipment			
53442 - Paragon Micro, INC	28-Capital Replacement Workstations-7/27/18	08/24/2018	10,504.89
53442 - Paragon Micro, INC	28-Capital Replacement Workstations-7/27/18	08/24/2018	6,699.88
	Account 54450 - Equipment Totals	2	<u>\$17,204.77</u>
	Program 254000 - Infrastructure Totals	2	<u>\$17,204.77</u>



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Department 25 - Telecommunications Totals	2	\$17,204.77
	Fund 401 - Non-Reverting Telecom (S1146) Totals	2	\$17,204.77
Fund 403 - Arts Commission Operating			
Department 02 - Public Works			
Program 020000 - Main			
Account 53960 - Grants			
205 - City Of Bloomington	04 - BAC donation to 2018 Bicentennial Arts Contest	08/24/2018	100.00
	Account 53960 - Grants Totals	1	\$100.00
	Program 020000 - Main Totals	1	\$100.00
	Department 02 - Public Works Totals	1	\$100.00
	Fund 403 - Arts Commission Operating Totals	1	\$100.00
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02-10th&Union-traffic signal-electric bill 7/11-8/7/18	08/13/2018	32.57
223 - Duke Energy	02-Street light summary elec bill-8/6/18-install costs	08/13/2018	48,586.70
	Account 53520 - Street Lights / Traffic Signals Totals	2	\$48,619.27
	Program 200000 - Main Totals	2	\$48,619.27
	Department 20 - Street Totals	2	\$48,619.27
	Fund 450 - Local Road and Street(S0706) Totals	2	\$48,619.27
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
334 - Irving Materials, INC	20-N Madison/W 16th-Class A Stone Ash-3 cy-7/25/18	08/24/2018	304.50
334 - Irving Materials, INC	20-N Madison/W. 15th-Class A Stone Ash-4 cy-	08/24/2018	406.00
334 - Irving Materials, INC	20-14th/Madison-Class A Stone Ash-4 cy-7/17/18	08/24/2018	406.00
334 - Irving Materials, INC	20-N Madison/W. 14th-Class A Stone Ash-5 cy-	08/24/2018	507.50
334 - Irving Materials, INC	20-124 N Walnut-Class A Stone Ash-2.50 cy-4/11/18	08/24/2018	271.25
	Account 52330 - Street , Alley, and Sewer Material Totals	5	\$1,895.25
Account 52340 - Other Repairs and Maintenance			
294 - All-Phase Electric Supply, INC	20-steel locknut, cond bshg	08/24/2018	7.49



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
313 - Fastenal Company	20-signal/sign parts-4.5X045X7/8T27CtWhi	08/24/2018	4.30
480 - Hall Signs INC	20-Aluminum Sign Blanks	08/24/2018	387.92
5634 - MGI Traffic Control Products	20-ATM200 Removable Marking Tape	08/24/2018	1,325.48
603 - Traffic Control Corporation	20-Ped Inserts for Traffic Signals	08/24/2018	1,820.00
Account 52340 - Other Repairs and Maintenance Totals		5	<u>\$3,545.19</u>
Account 52420 - Other Supplies			
4150 - Alexander's LLC	20-Pavement Markings-drop leg pin for thermal trailer	08/24/2018	15.00
409 - Black Lumber Co. INC	20-2 & 3 gal back saver sprayers	08/24/2018	85.97
409 - Black Lumber Co. INC	20-marking wand, tie downs, duct tape	08/24/2018	49.97
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Batteries for hand help radios	08/24/2018	305.25
313 - Fastenal Company	20-gloves, safety towels	08/24/2018	130.22
313 - Fastenal Company	20-gloves, sting swabs, earplugs, marking paint	08/24/2018	33.59
313 - Fastenal Company	20-earplugs, gloves, safety towel, marking paint	08/24/2018	51.60
394 - Kleindorfer Hardware & Variety	20-Concrete crew-1 bag grass seed	08/24/2018	109.00
394 - Kleindorfer Hardware & Variety	20-Paver-cups, shovels	08/24/2018	40.75
394 - Kleindorfer Hardware & Variety	20-weed burner	08/24/2018	61.99
394 - Kleindorfer Hardware & Variety	20-box of rags	08/24/2018	11.99
394 - Kleindorfer Hardware & Variety	20-trim line, regulator, rain ponchos	08/24/2018	61.75
786 - Richard's Small Engine, INC	20-chainsaw partss-chain, fuel mix, mix 6 pack	08/24/2018	60.06
786 - Richard's Small Engine, INC	20-tree crew-1/2" atlas rigging line green	08/24/2018	135.95
336 - Southside Rental Center, INC	20-Wagon #452-propane	08/24/2018	32.13
Account 52420 - Other Supplies Totals		15	<u>\$1,185.22</u>
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-pagers for snow control-September 2018	08/24/2018	86.76
Account 53250 - Pagers Totals		1	<u>\$86.76</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Street Dept-hydrant meter-water/sewer bill-July	08/13/2018	41.84
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-July 2018	08/13/2018	139.59
Account 53530 - Water and Sewer Totals		2	<u>\$181.43</u>
Account 53540 - Natural Gas			
222 - Vectren	19-Street Dept-gas bill 7/6-8/7/18	08/13/2018	23.38
222 - Vectren	19-Traffic-gas bill 7/6-8/7/18	08/13/2018	30.67
Account 53540 - Natural Gas Totals		2	<u>\$54.05</u>



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53630 - Machinery and Equipment Repairs			
6262 - Koenig Equipment, INC	20-equipment repairs-Stihl MS193T	08/24/2018	89.76
6262 - Koenig Equipment, INC	20-equipment repairs-chainsaw	08/24/2018	150.44
786 - Richard's Small Engine, INC	20-repair equipment-inlet pipe, shop supplies, labor	08/24/2018	99.74
	Account 53630 - Machinery and Equipment Repairs Totals	3	\$339.94
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/25/18	08/24/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/25/18	08/24/2018	98.65
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/1/18	08/24/2018	21.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/1/18	08/24/2018	26.39
	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$172.86
Account 53950 - Landfill			
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-composting fees-15 loads, 7/2-7/25/18	BC 2016-52	08/24/2018
			300.00
	Account 53950 - Landfill Totals	1	\$300.00
Account 53990 - Other Services and Charges			
902 - Indiana Underground Plant Protection Service, INC	20-811-call before you dig tickets-1,058-June 2018	08/24/2018	1,005.10
392 - Koorsen Fire & Security, INC	20-July 2018 fire extinguishers (on trucks) annual	08/24/2018	585.82
	Account 53990 - Other Services and Charges Totals	2	\$1,590.92
	Program 200000 - Main Totals	40	\$9,351.62
	Department 20 - Street Totals	40	\$9,351.62
	Fund 451 - Motor Vehicle Highway(S0708) Totals	40	\$9,351.62
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-tap cons, bits, gal. Simple Green	08/24/2018	60.36
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-screw driver, glade, allen set	08/24/2018	14.97
	Account 52310 - Building Materials and Supplies Totals	2	\$75.33
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6197 - CE Solutions, INC	26-Pkg Garages-structural survey of roofs-serv. thru	BC 2017-75	08/24/2018
			26,735.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$26,735.00
Account 53210 - Telephone			
1079 - AT&T	02-Pkg Garages-phone charges 7/8-8/7/18	08/13/2018	392.73



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53210 - Telephone Totals	1	\$392.73
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-July 2018	08/13/2018	36.96
	Account 53530 - Water and Sewer Totals	1	\$36.96
Account 53610 - Building Repairs 227 - Otis Elevator Company	26-Morton St Garage-service call-7/21/18	08/24/2018	1,762.90
	Account 53610 - Building Repairs Totals	1	\$1,762.90
Account 53630 - Machinery and Equipment Repairs 3397 - Evens Time, INC	02-Morton St Garage-maintenance contract-8/1- BC 2015-71	08/24/2018	2,693.92
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$2,693.92
Account 53650 - Other Repairs 3909 - Applied Engineering Services, INC	02-4th St Garage-Electrical Sys. Replacement final inv. BC 2017-44	08/24/2018	4,450.00
	Account 53650 - Other Repairs Totals	1	\$4,450.00
Account 53840 - Lease Payments 512 - 7th & Walnut , LLC 3887 - Mercury Development Group, LLC	26-Walnut St Garage-September 2018 garage rent	08/24/2018	18,759.98
	26-Morton St Garage-September 2018 garage rent	08/24/2018	36,405.49
	Account 53840 - Lease Payments Totals	2	\$55,165.47
Account 54420 - Purchase of Equipment 3397 - Evens Time, INC 18844 - First Financial Bank, N.A.	26-Pkg Garages-new software equipment-PARCS- BC 2018-43	08/24/2018	259,437.46
	26-Pkg Garages-new software-PARCS-Escrow #1 BC 2018-43	08/24/2018	13,654.60
	Account 54420 - Purchase of Equipment Totals	2	\$273,092.06
	Program 260000 - Main Totals	12	\$364,404.37
	Department 26 - Parking Totals	12	\$364,404.37
	Fund 452 - Parking Facilities(S9502) Totals	12	\$364,404.37
Fund 454 - Alternative Transport(S6301) Department 02 - Public Works Program 020000 - Main Account 52430 - Uniforms and Tools 5695 - 1818 Apparel Co., INC	26-hats for PEOs	08/24/2018	69.12
	Account 52430 - Uniforms and Tools Totals	1	\$69.12
	Program 020000 - Main Totals	1	\$69.12
	Department 02 - Public Works Totals	1	\$69.12
	Fund 454 - Alternative Transport(S6301) Totals	1	\$69.12



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 601 - Cum Cap Development(S2391)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
19278 - Milestone Contractors, LP	20-tack oil-400 gal.-7/12/18	BC 2018-34A	08/24/2018 1,200.00
19278 - Milestone Contractors, LP	20-Surface-Atwater/patching-450.90 tons-7/9-7/12/18	BC 2018-34A	08/24/2018 19,321.08
19278 - Milestone Contractors, LP	20-Surface-Smith Rd/patching-570.77 tons-7/16-	BC 2018-34A	08/24/2018 24,457.50
19278 - Milestone Contractors, LP	20-Surface-Sare/patching-988.17 tons-7/24-7/26/18-	BC 2018-34A	08/24/2018 36,572.54
Account 52330 - Street , Alley, and Sewer Material Totals			4 81,551.12
Account 53110 - Engineering and Architectural			
399 - American Structurepoint, INC	13-Adams St (Kirkwood to Patterson)-serv. 6/1-	BC 2017-76	08/24/2018 6,980.00
Account 53110 - Engineering and Architectural Totals			1 6,980.00
Account 53990 - Other Services and Charges			
19681 - Southeastern Equipment Co, INC	20-Rental Service for Milling Machine-7/14-8/13/18		08/24/2018 16,583.34
Account 53990 - Other Services and Charges Totals			1 16,583.34
Account 54110 - Land Purchase			
JMT Properties, LLC	13-ROW West 17th Street Reconstruction Parcel 8		08/24/2018 26,505.00
Brad Christopher King	13-ROW West 2nd Street Sidepath Parcel 3		08/24/2018 7,640.00
Rogers Group, INC	13-ROW W 17th Street Reconstruction Parcel 4		08/24/2018 21,790.00
Shelby Bloomington, LLC	13-ROW W 17th Street Reconstruction Parcel 2		08/24/2018 4,050.00
Account 54110 - Land Purchase Totals			4 59,985.00
Program 020000 - Main Totals			10 165,099.46
Department 02 - Public Works Totals			10 165,099.46
Fund 601 - Cum Cap Development(S2391) Totals			10 165,099.46
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 52420 - Other Supplies			
248 - Cosner's Ice Company	16-ice for employees-125 7lb bags		08/24/2018 181.25
Account 52420 - Other Supplies Totals			1 181.25
Account 53540 - Natural Gas			
222 - Vectren	19-Sanitation-gas bill 7/3-8/2/18		08/13/2018 48.04
Account 53540 - Natural Gas Totals			1 48.04



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/1/18	08/24/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/1/18	08/24/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/8/18	08/24/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/8/18	08/24/2018	31.87
Account 53920 - Laundry and Other Sanitation Services Totals		4	<u>78.72</u>
Account 53950 - Landfill			
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal fee-9 loads-7/3-7/31/18	08/24/2018	225.00
Account 53950 - Landfill Totals		1	<u>\$225.00</u>
Program 160000 - Main Totals		7	<u>\$533.01</u>
Department 16 - Sanitation Totals		7	<u>\$533.01</u>
Fund 730 - Solid Waste (S6401) Totals		7	<u>\$533.01</u>
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52420 - Other Supplies			
6619 - Gary R Connor	10-per diem/hotel/book-OSHA Certification-7/30-	08/24/2018	30.00
Account 52420 - Other Supplies Totals		1	<u>\$30.00</u>
Account 52430 - Uniforms and Tools			
3560 - First Financial Bank / Credit Cards	10-safety shoes-J. Gibson, T. Gholson & L. Elkins	08/24/2018	269.94
54207 - Smith's Shoe Center	10-safety shoes-R. Todd/L. Richtel/J. White	08/24/2018	296.79
Account 52430 - Uniforms and Tools Totals		2	<u>\$566.73</u>
Account 53130 - Medical			
6603 - Robert O Snedegar	10-reimb. of CDL physical exam	08/24/2018	90.00
Account 53130 - Medical Totals		1	<u>\$90.00</u>
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-Great Lakes OSHA Education Center for Gary	08/24/2018	600.00
3560 - First Financial Bank / Credit Cards	10-Webinar for Mike Rouker re notary bonds	08/24/2018	60.00
3560 - First Financial Bank / Credit Cards	10-instruction video	08/24/2018	1,165.75
Account 53160 - Instruction Totals		3	<u>\$1,825.75</u>
Account 53230 - Travel			
6619 - Gary R Connor	10-per diem/hotel/book-OSHA Certification-7/30-	08/24/2018	526.66
Account 53230 - Travel Totals		1	<u>\$526.66</u>



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53910 - Dues and Subscriptions			
204 - State Of Indiana	10-Annual attorney registration	08/24/2018	180.00
	Account 53910 - Dues and Subscriptions Totals	1	<u>\$180.00</u>
	Program 100000 - Main Totals	9	<u>\$3,219.14</u>
	Department 10 - Legal Totals	9	<u>\$3,219.14</u>
	Fund 800 - Risk Management(S0203) Totals	9	<u>\$3,219.14</u>
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-August 2018 Cigna Dental/Vision Admin \$8,824.69	08/24/2018	2,131.50
	Account 53990 - Other Services and Charges Totals	1	<u>\$2,131.50</u>
	Program 120000 - Main Totals	1	<u>\$2,131.50</u>
	Department 12 - Human Resources Totals	1	<u>\$2,131.50</u>
	Fund 801 - Health Insurance Trust Totals	1	<u>\$2,131.50</u>
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 47120 - Sale of Property			
205 - City Of Bloomington	17-Street Dept-2018 Auction Proceeds	08/24/2018	813.46
205 - City Of Bloomington	17-PW Facilities-2018 Auction Proceeds	08/24/2018	402.80
205 - City Of Bloomington	17-ESD-2018 Auction Proceeds	08/24/2018	14.19
205 - City Of Bloomington	17-Vehicle Replacement Fund-2018 Auction Proceeds	08/24/2018	86,595.52
208 - City Of Bloomington Utilities	17-CBU/Dillman-2018 Auction Proceeds	08/24/2018	58,572.48
323 - Hoosier Times, INC	17- legal ad for auction	08/24/2018	104.84
	Account 47120 - Sale of Property Totals	6	<u>\$146,503.29</u>
Account 52110 - Office Supplies			
6530 - Office Depot, INC	17-clipboard, packing tape, post-it notes	08/24/2018	46.88
	Account 52110 - Office Supplies Totals	1	<u>\$46.88</u>
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-tires	08/24/2018	1,562.85
4693 - Monroe County Tire & Supply, INC	17-tires	08/24/2018	381.00
4693 - Monroe County Tire & Supply, INC	17-tires	08/24/2018	561.00



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description		Payment Date	Invoice Amount
4693 - Monroe County Tire & Supply, INC	17-tires		08/24/2018	950.04
4693 - Monroe County Tire & Supply, INC	17-tires		08/24/2018	34.28
4693 - Monroe County Tire & Supply, INC	17-tires		08/24/2018	170.50
Account 52230 - Garage and Motor Supplies Totals			6	<u>\$3,659.67</u>
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17-fuel for Dillman	BC 2017-76D	08/24/2018	16,694.20
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76D	08/24/2018	20,145.02
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76D	08/24/2018	19,681.72
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76D	08/24/2018	19,719.81
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76D	08/24/2018	20,684.58
Account 52240 - Fuel and Oil Totals			5	<u>\$96,925.33</u>
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-misc parts		08/24/2018	1.12
244 - Bloomington Ford, INC	17-misc parts		08/24/2018	27.17
244 - Bloomington Ford, INC	17-misc parts		08/24/2018	58.17
244 - Bloomington Ford, INC	17-misc parts		08/24/2018	222.18
244 - Bloomington Ford, INC	17-misc parts		08/24/2018	74.49
244 - Bloomington Ford, INC	17-#801 outside brake service & outside brake parts		08/24/2018	452.83
244 - Bloomington Ford, INC	17-misc parts		08/24/2018	35.00
4335 - Circle Distributing, INC	17-part for 2008 Mercury Mariner Hybrid		08/24/2018	56.89
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	73.98
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	145.02
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	279.90
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	32.79
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	45.60
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	13.80
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	63.65
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	35.44
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	102.80
4335 - Circle Distributing, INC	17-misc parts		08/24/2018	17.19
4466 - Clarke Power Services, INC	17-#951 trans selector pad		08/24/2018	384.59
4466 - Clarke Power Services, INC	17-#423 air tank		08/24/2018	239.72
4466 - Clarke Power Services, INC	17-#396 valve body		08/24/2018	3,837.98



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
594 - Curry Auto Center, INC	17-misc parts	08/24/2018	11.40
594 - Curry Auto Center, INC	17-misc parts	08/24/2018	200.77
594 - Curry Auto Center, INC	17-core return	08/24/2018	(50.00)
796 - Interstate Battery System of Bloomington, INC	17-batteries	08/24/2018	99.00
796 - Interstate Battery System of Bloomington, INC	17-batteries	08/24/2018	105.00
796 - Interstate Battery System of Bloomington, INC	17-Batteries	08/24/2018	89.00
796 - Interstate Battery System of Bloomington, INC	17-batteries	08/24/2018	159.74
908 - JB Salvage (Westside Auto Parts)	17-#4821 flat bar and angle metal	08/24/2018	150.00
4439 - JX Enterprises, INC	17-core return	08/24/2018	(72.99)
4439 - JX Enterprises, INC	17-#431 egr valve	08/24/2018	756.98
4546 - Kerlin Bus Sales and Leasing, INC	17-#854 window and latch locks	08/24/2018	120.59
394 - Kleindorfer Hardware & Variety	17-misc parts	08/24/2018	16.49
394 - Kleindorfer Hardware & Variety	17-misc parts	08/24/2018	43.69
53385 - O'Reilly Automotive Stores, INC	17-#129 led bulbs	08/24/2018	15.26
786 - Richard's Small Engine, INC	17-#660 water pump	08/24/2018	71.87
786 - Richard's Small Engine, INC	17-#724 deck belt	08/24/2018	29.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-June 2018 parts/supplies	08/24/2018	7,501.86
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-July 2018 parts/supplies	08/24/2018	6,857.88
54351 - Sternberg, INC	17-oil cap	08/24/2018	31.04
54351 - Sternberg, INC	17-parts return	08/24/2018	(62.33)
54351 - Sternberg, INC	17-misc parts	08/24/2018	204.98
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#396 maxi rods	08/24/2018	139.42
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#423 axle clamps and misc hardware	08/24/2018	659.14
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#427 condenser and evaporator	08/24/2018	204.52
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#427 condenser and evaporator	08/24/2018	470.26
4398 - TruckPro Holding Corporation	17-#474/stk airbags	08/24/2018	261.70
4398 - TruckPro Holding Corporation	17-#598 fuel filter	08/24/2018	34.44
816 - Vermeer Of Indiana, INC	17-#470 CLUTCH	08/24/2018	2,234.22
4977 - Viking-Cives Midwest, INC	17-#463 impellar plae and hyd motor	08/24/2018	199.63
2096 - West Side Tractor Sales Co.	17-#488 drain valve, filters	08/24/2018	174.22
Account 52320 - Motor Vehicle Repair Totals		51	<u>\$26,858.07</u>
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches	08/24/2018	193.45



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-July 2018 parts/supplies	08/24/2018	1,489.02
6475 - Vehicle Service Group, LLC (Rotary Lift)	17 - rolling jacks for new lift	08/24/2018	3,017.31
Account 52420 - Other Supplies Totals		3	<u>\$4,699.78</u>
Account 53540 - Natural Gas			
222 - Vectren	19-Fleet Maint-7/6-8/7/18	08/13/2018	50.54
Account 53540 - Natural Gas Totals		1	<u>\$50.54</u>
Account 53610 - Building Repairs			
321 - Harrell Fish, INC	19-Fleet Maint-A/C unit service-not cooling	08/24/2018	349.00
392 - Koorsen Fire & Security, INC	19-Fleet Maint-repair alarm panel-6/14/18	08/24/2018	168.95
Account 53610 - Building Repairs Totals		2	<u>\$517.95</u>
Account 53620 - Motor Repairs			
244 - Bloomington Ford, INC	17-#801 outside brake service & outside brake parts	08/24/2018	764.49
4474 - Ken's Westside Service & Towing, LLC	17-towing	08/24/2018	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	08/24/2018	600.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	08/24/2018	75.00
6476 - Samuel D Wray (Wray Automotive)	17-#120 alignment	08/24/2018	50.00
6476 - Samuel D Wray (Wray Automotive)	17-#487 alignment	08/24/2018	50.00
Account 53620 - Motor Repairs Totals		6	<u>\$1,589.49</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/8/18	08/24/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17-towels/mat service-8/8/18	08/24/2018	71.03
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	08/24/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	08/24/2018	72.07
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	08/24/2018	72.59
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	08/24/2018	75.45
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	08/24/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	08/24/2018	15.89
Account 53920 - Laundry and Other Sanitation Services Totals		8	<u>\$354.70</u>
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17-title fees	08/24/2018	80.00
Account 53990 - Other Services and Charges Totals		1	<u>\$80.00</u>
Account 54420 - Purchase of Equipment			
6475 - Vehicle Service Group, LLC (Rotary Lift)	17 - Hydraulic Portable Truck lift	08/24/2018	50,338.43



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
6475 - Vehicle Service Group, LLC (Rotary Lift)	17 - Purchase and installation of a surface mounted	08/24/2018	13,499.55
	Account 54420 - Purchase of Equipment Totals	2	\$63,837.98
	Program 170000 - Main Totals	92	\$345,123.68
	Department 17 - Fleet Maintenance Totals	92	\$345,123.68
	Fund 802 - Fleet Maintenance(\$9500) Totals	92	\$345,123.68
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-August 2018 Cigna Dental/Vision Admin \$8,824.69	08/24/2018	6,693.19
	Account 53990.1241 - Other Services and Charges Vision Totals	1	\$6,693.19
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/13/2018	369.61
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/13/2018	103.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/13/2018	137.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/14/2018	40.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/15/2018	284.46
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	5	\$935.05
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-Util URM/City DDC	08/14/2018	142.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	1	\$142.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/13/2018	59.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/13/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/14/2018	14.30
17785 - The Howard E. Nyhart Company, INC	12-Util URM/City DDC	08/14/2018	675.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/15/2018	25.00
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	5	\$798.87
	Program 120000 - Main Totals	12	\$8,569.11
	Department 12 - Human Resources Totals	12	\$8,569.11
	Fund 804 - Insurance Voluntary Trust Totals	12	\$8,569.11
Fund 805 - Unemployment Comp Non-Reverting			
Department 12 - Human Resources			



Board of Public Works Claim Register

Invoice Date Range 08/13/18 - 08/24/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Program 120000 - Main			
Account 53990 - Other Services and Charges			
204 - State Of Indiana	12 Untmloyment for July	08/24/2018	690.00
	Account 53990 - Other Services and Charges Totals	1	\$690.00
	Program 120000 - Main Totals	1	\$690.00
	Department 12 - Human Resources Totals	1	\$690.00
	Fund 805 - Unemployment Comp Non-Reverting Totals	1	\$690.00
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
2671 - Hannum, Wagle & Cline Engineering	13-Ped Safety Inspect-services thru 4/30-5/27/18	08/24/2018	1,820.91
2671 - Hannum, Wagle & Cline Engineering	13-Ped Safety Inspect-services 5/28-7/1/18	08/24/2018	19,054.79
	Account 54510 - Other Capital Outlays Totals	2	\$20,875.70
	Program 06016B - 2016 B Ped/Signal/Intersection Totals	2	\$20,875.70
Program 06016C - 2016 C Jackson Trail			
Account 54310 - Improvements Other Than Building			
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH II-services 6/1-6/30/18 BC 2018-05	08/24/2018	29,994.00
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH II-services 3/27-5/31/18 BC 2018-05	08/24/2018	2,570.00
	Account 54310 - Improvements Other Than Building Totals	2	\$32,564.00
	Program 06016C - 2016 C Jackson Trail Totals	2	\$32,564.00
	Department 06 - Controller's Office Totals	4	\$53,439.70
	Fund 978 - City 2016 GO Bond Proceeds Totals	4	\$53,439.70
		354	\$1,151,849.04



Board of Public Works Claim Register

Invoice Date Range 07/28/18 - 07/28/18

Bank Fees July 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCJune2018	06-Dept CC June 2018	Paid by EFT # 24496		07/28/2018	07/28/2018	07/28/2018		07/28/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 010000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCJune2018	06-Dept CC June 2018	Paid by EFT # 24496		07/28/2018	07/28/2018	07/28/2018		07/28/2018	16.64
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$16.64
					Program 020000 - Main Totals			Invoice Transactions 1		\$16.64
					Department 02 - Public Works Totals			Invoice Transactions 1		\$16.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCJune2018	06-Dept CC June 2018	Paid by EFT # 24496		07/28/2018	07/28/2018	07/28/2018		07/28/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 060000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 06 - Controller's Office Totals			Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCJune2018	06-Dept CC June 2018	Paid by EFT # 24496		07/28/2018	07/28/2018	07/28/2018		07/28/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 130000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 13 - Planning Totals			Invoice Transactions 1		\$5.00
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		\$31.64
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	26-	26-Garage Fees June	Paid by EFT # 24495		07/28/2018	07/28/2018	07/28/2018		07/28/2018	1,254.93
		GroFeesJune18 2018								
	18844 - First Financial Bank, N.A.	AddGargFee	Paid by EFT # 24498		07/28/2018	07/28/2018	07/28/2018		07/28/2018	99.99
					Account 53830 - Bank Charges Totals			Invoice Transactions 2		\$1,354.92
					Program 260000 - Main Totals			Invoice Transactions 2		\$1,354.92
					Department 26 - Parking Totals			Invoice Transactions 2		\$1,354.92
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 2		\$1,354.92
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCJune2018	06-Dept CC June 2018	Paid by EFT # 24496		07/28/2018	07/28/2018	07/28/2018		07/28/2018	8.31
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$8.31
					Program 020000 - Main Totals			Invoice Transactions 1		\$8.31
					Department 02 - Public Works Totals			Invoice Transactions 1		\$8.31
					Fund 454 - Alternative Transport(S6301) Totals			Invoice Transactions 1		\$8.31
					Grand Totals			Invoice Transactions 7		\$1,394.87



Board of Public Works Claim Register

Invoice Date Range 08/08/18 - 08/09/18

Special Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	ACC-JULY 2018	19-ACC-water/sewer bill- July 2018	Paid by Check # 68192		08/08/2018	08/08/2018	08/08/2018		08/08/2018	456.77
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$456.77
					Program 010000 - Main Totals			Invoice Transactions 1		\$456.77
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		\$456.77
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178807-18	02-radio circuits-phone charges 6/29-7/28/18-	Paid by Check # 68189		08/08/2018	08/08/2018	08/08/2018		08/08/2018	180.64
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$180.64
					Program 020000 - Main Totals			Invoice Transactions 1		\$180.64
					Department 02 - Public Works Totals			Invoice Transactions 1		\$180.64
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	CTYHALL-JULY2018	19-City Hall-water/sewer bill-July 2018	Paid by Check # 68192		08/08/2018	08/08/2018	08/08/2018		08/08/2018	1,221.31
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$1,221.31
					Program 190000 - Main Totals			Invoice Transactions 1		\$1,221.31
					Department 19 - Facilities Maintenance Totals			Invoice Transactions 1		\$1,221.31
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226107-18	28-phone charges 6/20- 7/19/18-#812 339-2261	Paid by Check # 68190		08/08/2018	08/08/2018	08/08/2018		08/08/2018	5,583.90
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$5,583.90
					Program 280000 - Main Totals			Invoice Transactions 1		\$5,583.90
					Department 28 - ITS Totals			Invoice Transactions 1		\$5,583.90
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		\$7,442.62
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	1007702-8/1/2018	28-401 N. Morton/ACC- Internet 8/1-8/31/18	Paid by Check # 68204		08/08/2018	08/08/2018	08/08/2018		08/08/2018	1,614.27
					Account 53750 - Rentals - Other Totals			Invoice Transactions 1		\$1,614.27
					Program 254000 - Infrastructure Totals			Invoice Transactions 1		\$1,614.27
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	1007702-8/1/2018	28-401 N. Morton/ACC- Internet 8/1-8/31/18	Paid by Check # 68204		08/08/2018	08/08/2018	08/08/2018		08/08/2018	1,136.00
					Account 53150 - Communications Contract Totals			Invoice Transactions 1		\$1,136.00
					Program 256000 - Services Totals			Invoice Transactions 1		\$1,136.00
					Department 25 - Telecommunications Totals			Invoice Transactions 2		\$2,750.27
					Fund 401 - Non-Reverting Telecom (S1146) Totals			Invoice Transactions 2		\$2,750.27
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	12403886015-7/18	02-912 S. Walnut St- crosswalk-electric bill	Paid by Check # 68200		08/08/2018	08/08/2018	08/08/2018		08/08/2018	9.52
223 - Duke Energy	91403886012-7/18	02-420 W. 4th St- crosswalk-electric bill	Paid by Check # 68201		08/08/2018	08/08/2018	08/08/2018		08/08/2018	8.32
223 - Duke Energy	81603883012-7/18	02-Countryside/ Sunflower- ST light-elec.	Paid by Check # 68202		08/08/2018	08/08/2018	08/08/2018		08/08/2018	3.92
223 - Duke Energy	18003894017-7/18	02-Street light usage-bill date 7/31/18-1800-3894-	Paid by Check # 68203		08/08/2018	08/08/2018	08/08/2018		08/08/2018	17.52
					Account 53520 - Street Lights / Traffic Signals Totals			Invoice Transactions 4		\$39.28
					Program 200000 - Main Totals			Invoice Transactions 4		\$39.28
					Department 20 - Street Totals			Invoice Transactions 4		\$39.28
					Fund 450 - Local Road and Street(S0706) Totals			Invoice Transactions 4		\$39.28
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	TRAFFIC-JULY2018	19-Traffic Bldg- water/sewer bill-July	Paid by Check # 68192		08/08/2018	08/08/2018	08/08/2018		08/08/2018	47.98
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$47.98
					Program 200000 - Main Totals			Invoice Transactions 1		\$47.98
					Department 20 - Street Totals			Invoice Transactions 1		\$47.98
					Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice Transactions 1		\$47.98
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53530 - Water and Sewer										



Board of Public Works Claim Register

Invoice Date Range 08/08/18 - 08/09/18

Special Utility Batch

208 - City Of Bloomington Utilities	4thStGar-July 18	19-4th St Garage-water/sewer bill-July	Paid by Check # 68192	08/08/2018	08/08/2018	08/08/2018	08/08/2018	38.91
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$38.91
				Program 260000 - Main Totals		Invoice Transactions 1		\$38.91
				Department 26 - Parking Totals		Invoice Transactions 1		\$38.91
				Fund 452 - Parking Facilities(S9502) Totals		Invoice Transactions 1		\$38.91
Fund 454 - Alternative Transport(S6301)								
Department 02 - Public Works								
Program 020000 - Main								
Account 53210 - Telephone								
1838 - Verizon Wireless	9811495074	14-Pkg Enf Off Cell Phones 062418-072318	Paid by Check # 68208	08/08/2018	08/08/2018	08/08/2018	08/08/2018	103.86
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$103.86
				Program 020000 - Main Totals		Invoice Transactions 1		\$103.86
				Department 02 - Public Works Totals		Invoice Transactions 1		\$103.86
				Fund 454 - Alternative Transport(S6301) Totals		Invoice Transactions 1		\$103.86
Fund 730 - Solid Waste (S6401)								
Department 16 - Sanitation								
Program 160000 - Main								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	SANIT-JULY 2018	19-Sanitation-water/sewer bill-July	Paid by Check # 68192	08/08/2018	08/08/2018	08/08/2018	08/08/2018	149.90
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$149.90
				Program 160000 - Main Totals		Invoice Transactions 1		\$149.90
				Department 16 - Sanitation Totals		Invoice Transactions 1		\$149.90
				Fund 730 - Solid Waste (S6401) Totals		Invoice Transactions 1		\$149.90
Fund 801 - Health Insurance Trust								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990.1201 - Other Services and Charges Health Insurance								
17785 - The Howard E. Nyhart Company, INC	08082018daily	12-Nyhart ER Cont \$120.36	Paid by EFT # 24504	08/08/2018	08/08/2018	08/08/2018	08/08/2018	120.36
17785 - The Howard E. Nyhart Company, INC	080918HSA	12-Nyhart ER Cont \$116.28	Paid by EFT # 24506	08/09/2018	08/09/2018	08/09/2018	08/09/2018	116.28
				Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 2		\$236.64
				Program 120000 - Main Totals		Invoice Transactions 2		\$236.64
				Department 12 - Human Resources Totals		Invoice Transactions 2		\$236.64
				Fund 801 - Health Insurance Trust Totals		Invoice Transactions 2		\$236.64
Fund 802 - Fleet Maintenance(S9500)								
Department 17 - Fleet Maintenance								
Program 170000 - Main								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	FLEET-JULY 2018	19-Fleet Maint-water/sewer bill-July	Paid by Check # 68192	08/08/2018	08/08/2018	08/08/2018	08/08/2018	115.10
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$115.10
				Program 170000 - Main Totals		Invoice Transactions 1		\$115.10
				Department 17 - Fleet Maintenance Totals		Invoice Transactions 1		\$115.10
				Fund 802 - Fleet Maintenance(S9500) Totals		Invoice Transactions 1		\$115.10
				Grand Totals		Invoice Transactions 21		\$10,924.56



Board of Public Works Claim Register

Invoice Date Range 08/17/18 - 08/17/18
Sales Tax for July 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	July 2018 Sales	18-July 2018 Sales Tax	Paid by EFT # 24513		08/17/2018	08/17/2018	08/17/2018		08/17/2018	18.59
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		<u>\$18.59</u>
Program 060000 - Main Totals								Invoice Transactions 1		<u>\$18.59</u>
Department 06 - Controller's Office Totals								Invoice Transactions 1		<u>\$18.59</u>
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 1		<u>\$18.59</u>
Grand Totals								Invoice Transactions 1		<u>\$18.59</u>



Board of Public Works Claim Register

Invoice Date Range 08/03/18 - 08/03/18
 Close Out of Indiana University Escrow Account

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 257 - IU RR Woodlawn Escrow										
Department 13 - Planning										
Program 130000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
203 - Indiana University	ReleaseOf Escrow	06-Closing out IU Escrow Account	Paid by EFT # 24512		08/03/2018	08/03/2018	08/03/2018		08/03/2018	41,913.26
			Account 53170 - Mgt. Fee, Consultants, and Workshops Totals					Invoice Transactions 1		<u>\$41,913.26</u>
					Program 130000 - Main Totals			Invoice Transactions 1		<u>\$41,913.26</u>
					Department 13 - Planning Totals			Invoice Transactions 1		<u>\$41,913.26</u>
					Fund 257 - IU RR Woodlawn Escrow Totals			Invoice Transactions 1		<u>\$41,913.26</u>
						Grand Totals		Invoice Transactions 3		<u>\$41,913.26</u>

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/28/2018	Bank Fees				1,394.87
8/24/2018	Claims				1,151,849.04
8/9/2018	Sp Utility Cks				10,924.56
	Month Of August HSA/WorkComp/MT & Gym/CIGNA				
8/17/2018	Sales Tax For July 2018				18.59
8/3/2018	Release of Escrow for Indiana University Project				41,913.26
					<u>1,206,100.32</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,206,100.32

Dated this _____ day of _____ year of 20_____.

 Kyla Cox Deckard, President

 Beth Hollingsworth, Vice-President

 Dana Palazzo, Secretary

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

Fiscal Office _____